

AGENDA
DANIA BEACH CITY COMMISSION
REGULAR MEETING
TUESDAY, JUNE 12, 2018 - 7:00 PM

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

LOBBYIST REGISTRATION IS REQUIRED. PRIOR TO ENGAGING IN ANY LOBBYING ACTIVITIES, WHETHER OR NOT COMPENSATION IS PAID OR RECEIVED IN CONNECTION WITH THOSE ACTIVITIES, EACH LOBBYIST SHALL FILE WITH THE CITY CLERK AN ANNUAL REGISTRATION STATEMENT AND PAY AN ANNUAL ONE HUNDRED DOLLARS (\$100.00) REGISTRATION FEE FOR EACH PRINCIPAL OR EMPLOYER. REGISTRATION FORMS ARE AVAILABLE ON THE CITY WEBSITE: WWW.DANIABEACHFL.GOV. (ORDINANCE #2012-019)

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

IN CONSIDERATION OF OTHERS, WE ASK THAT YOU:

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

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

3. PRESENTATIONS AND SPECIAL EVENT APPROVALS

- 1. State of the City - Mayor James
- 2. Video Presentation - Kimco Realty Helps Put Dania Beach on the Map | Nareit - Requested by Mayor James
- 3. Presentation by Dr. Tia Major (Literacy Connection, Inc.), Broward Reads Community Liaison
- 4. Presentation by Dania Beach Creative Arts Council Advisory Board

4. PROCLAMATIONS

5. CITIZEN COMMENTS

Addressing the Commission: Comments by Dania Beach citizens, or other interested parties that are not part of the regular agenda, may be made during each Commission meeting during the period set aside for "citizen comments." A thirty (30) minute "citizen comments" period shall be designated on the agenda for citizens and interested persons to speak on matters not scheduled on that day's agenda. Each speaker shall be limited to 3 minutes for his or her comments. Persons desiring to speak during the citizen comment period shall inform the City Clerk prior to the beginning of the meeting of their intention to speak. If more than 10 speakers express a desire to speak, the Commission shall determine, on a meeting by meeting basis, whether to (a) extend the time allotted for citizen comments to accommodate all speakers, or (b) whether to limit the number of speakers or amount of time per speaker. A speaker's time shall not be transferable to another speaker.

6. PUBLIC SAFETY REPORTS

7. CONSENT AGENDA

1. Minutes:

Approve Minutes of May 22, 2018 City Commission Meeting

2. Travel Requests:

Request from Michael Huck, Chief Ocean Lifeguard, to attend the Florida Inland Navigation District (FIND) June Grant Board Meeting in Cocoa Beach, Florida on June 15-16, 2018. (Estimated cost \$444.51)

3. RESOLUTION NO. 2018-074

A RESOLUTION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING THE CITY TRAVEL POLICY APPLICABLE TO ELECTED OFFICIALS TO PROVIDE FOR TRAVEL REIMBURSEMENT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

4. RESOLUTION NO. 2018-075

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, ACCEPTING A CONVEYANCE OF UTILITY IMPROVEMENTS KNOWN AS “DANIA POINTE LIFT STATION NO. 1” BY MEANS OF A QUIT CLAIM DEED AND ABSOLUTE BILL OF SALE, FROM DANIA LIVE 1748, LLC, A DELAWARE LIMITED LIABILITY COMPANY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

5. RESOLUTION NO. 2018-076

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, ACCEPTING UTILITY EASEMENTS ON BEHALF OF THE CITY FROM DANIA LIVE, LLC, A DELAWARE LIMITED LIABILITY COMPANY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

6. RESOLUTION NO. 2018-077

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION BASED UPON EXPANDED LIMITS OF INTERCHANGE AREAS LOCATED AT I-95 (STATE ROAD NO. 9), AND STIRLING ROAD (STATE ROAD NO. 848) AND AT I-95 AND GRIFFIN ROAD (STATE ROAD NO. 818) BY WHICH THE CITY WILL PERFORM

MAINTENANCE OF LANDSCAPE IMPROVEMENTS OF AREAS LOCATED WITHIN THE CITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

7. RESOLUTION NO. 2018-078

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AMENDMENT TO THE EXISTING AGREEMENT WITH C.A.P. GOVERNMENT INC. (“CAP”) TO OBTAIN SUPPLEMENTAL CLERICAL SERVICES FROM CAP RETROACTIVE TO OCTOBER 1, 2017, VALID THROUGH JUNE 16, 2019 WITHOUT COMPETITIVE BIDDING, AND WITHOUT ADVERTISEMENT FOR BIDS, THAT WILL EXCEED AN ANNUAL VENDOR TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00); FURTHER RATIFYING EXPENSES AND AUTHORIZING SUCH PURCHASES MADE FROM THE BUILDING FUND APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

8. RESOLUTION NO. 2018-079

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, PERTAINING TO ADVANCE APPROVAL FROM THE CITY COMMISSION OF THE CITY OF DANIA BEACH TO PROCEED WITH A BID ADVERTISEMENT FOR THE CAPITAL PROJECT KNOWN AS THE REBRANDING SIGNAGE PRODUCTION AND REPLACEMENT PROJECT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

9. RESOLUTION NO. 2018-080

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, PERTAINING TO ADVANCE APPROVAL FROM THE CITY COMMISSION OF THE CITY OF DANIA BEACH TO PROCEED WITH A BID ADVERTISEMENT FOR THE CAPITAL IMPROVEMENT PROJECT KNOWN AS THE REBRANDING WATER TANK PAINTING PROJECT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

10. RESOLUTION NO. 2018-081

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, REQUESTING ADVANCE APPROVAL FROM THE CITY COMMISSION OF THE CITY OF DANIA BEACH TO PROCEED WITH A BID ADVERTISEMENT FOR REBRANDING PUBLIC RELATIONS SERVICES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE

DATE.

11. RESOLUTION NO. 2018-082

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, REQUESTING ADVANCE APPROVAL FROM THE CITY COMMISSION OF THE CITY OF DANIA BEACH TO PROCEED WITH A BID ADVERTISEMENT FOR REBRANDING ADVERTISING SERVICES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

12. RESOLUTION NO. 2018-083

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT FOR PREPARATION OF A PARKS AND RECREATION DEPARTMENT TEN YEAR MASTER PLAN WITH BERMELLO, AJAMIL & PARTNERS, INC., IN AN AMOUNT NOT TO EXCEED ONE HUNDRED NINETY THREE THOUSAND FIFTY DOLLARS (\$193,050.00); PROVIDING FOR CONFLICTS; PROVIDING FOR FUNDING; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

13. ORDINANCE NO. 2018-011

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, CREATING ARTICLE XII, TO BE ENTITLED “PUBLIC NUISANCE”, AND SECTION 17-133, TO BE ENTITLED “PUBLIC NUISANCE ABATEMENT” AS PART OF CHAPTER 17, ENTITLED “OFFENSES MISCELLANEOUS” OF THE CITY CODE OF ORDINANCES; PROVIDING FOR CONFLICTS, FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(FIRST READING)**

8. BIDS AND REQUESTS FOR PROPOSALS

9. PUBLIC HEARINGS

1. ORDINANCE 2018-010

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 28, OF THE “LAND DEVELOPMENT CODE,” OF THE CITY CODE OF ORDINANCES BY AMENDING ARTICLE 675, SECTION 675-20, TEMPORARY USES AUTHORIZED: PROVIDING FOR THE USE OF SURPLUS PARKING FOR TEMPORARY PARKING OF PASSENGER VEHICLES ON PROPERTIES SUBJECT TO PARI-MUTUEL LICENSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(SECOND READING)**

2. RESOLUTION NO. 2018-084

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING A SPECIAL EXCEPTION (SE-116-17) TO PERMIT THE RENTAL OF AUTOMOBILES PURSUANT TO A REQUEST SUBMITTED BY FRANCO CARRI ON BEHALF OF THE PROPERTY OWNER, ACP PARTNERS, LLC, FOR PROPERTY LOCATED AT 4101 RAVENSWOOD ROAD, SUITE 104A, IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT “A”, A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION; PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE.

3. RESOLUTION NO. 2018-085

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE SITE PLAN (SP-003-16), SPECIAL EXCEPTION (SE-004-16) AND VARIANCES (VA-97-17; VA-98-17; VA-31-17; VA-32-17; VA-33-17) SUBMITTED BY HOPE CALHOUN, ESQ., ON BEHALF OF THE PROPERTY OWNER FORT LAUDERDALE HOSPITALITY, INC., FOR PROPERTY LOCATED AT 2460 W STATE ROAD 84, IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT “A”, A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION; PROVIDING FOR CONFLICTS; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

10. DISCUSSION AND POSSIBLE ACTION

1. Beach Dune Stabilization - City Manager Baldwin
2. City policy concerning funding Parks & Recreation and City programs - Mayor James
3. Airbnb / Rentals Restrictions / Task Force - Vice-Mayor Harris
4. Fire Plans Examiners and Fire Fees - City Manager Baldwin

11. COMMISSION COMMENTS

1. Commissioner Brandimarte
2. Commissioner Grace
3. Commissioner Salvino
4. Vice-Mayor Harris
5. Mayor James

12. APPOINTMENTS

1. General Employees Pension Board
1 Commission Appointment
2. Florida League of Cities 92nd Annual Conference Voting Delegate

13. ADMINISTRATIVE REPORTS

1. City Manager
2. City Attorney
3. City Clerk - Reminders

Wednesday, June 13, 2018 - 1:00 p.m.	Workshop - City Manager Candidate Recommendations
Monday, June 25, 2018 - 9:00 a.m.	Workshop - City Manager Interviews
Tuesday, June 26, 2018 - 7:00 p.m.	City Commission Meeting

14. ADJOURNMENT

Home ► Industry News ► REIT Magazine ► May/June 2018 ►
ABOUT NAREIT

Kimco Realty Helps Put Dania Beach on the Map

5/9/2018 | By G. Gage

REIT magazine: May/June 2018

The Southern Florida town of Dania Beach sees the redevelopment of a former industrial wasteland by **Kimco Realty Corp.** (**NYSE: KIM**) as the key to raising its profile among its better-known neighbors.

"Kimco is creating the most exciting asset for Dania Beach, which we believe will help transform the city from a 'pass-through' city to a 'destination' location in South Florida," says Dania Beach Mayor Tamara James of the changes coming to her city with the new Dania Pointe development. For years, much of the 102 acre-site along I-95 had sat idle, a hodgepodge of parcels and ownerships.



Developing the new Dania Pointe presented a unique opportunity for the city's partner—New York-based REIT Kimco—to expand within the Florida market. Kimco already had years of experience operating successful retail and business components—Oakwood Plaza and Oakwood Business Center—just across the road from the proposed site. "When this opportunity was brought to our attention, we immediately understood its value," says Paul Puma, president of Kimco Realty's southern region.

In 2014, Kimco entered a joint venture partnership with local developers Terry Salzman and Robert Shapiro, and plans for the site began to take shape.



The vision: Dania Pointe, a mixed-use development community encompassing nearly a million square feet of retail and restaurants, two hotels, class-A office space, and a community main street area. The project, located two miles from the Fort Lauderdale-Hollywood International Airport and four miles from the Port Everglades cruise port, will include 1,600 linear feet of frontage along I-95.

With construction underway and Phase I slated for a fall 2018 opening, Dania Beach officials anticipate a further boon to Broward County's growing tourism market, as well as tax benefits, job growth and improved infrastructure for the local community.

Assembling the Acreage

Mayor James, who was born and raised in Dania Beach, recalls that before Dania Pointe was a destination in the making, industrial remnants and failed businesses dominated its landscape.

"The southern area of the site along Stirling Road was an unsightly industrial sand plant that had been operating for 50 years or more," she explains. The view included industrial buildings, forested underbrush and the construction debris of a multi-tenant warehouse project never completed. The sand plant's owners resisted the city's earlier attempts to rezone part of the area as a commercial Regional Activity Center (RAC), and the lack of road and utility infrastructure further hindered redevelopment.

The land to the north boasted an unusual sight—the Hurricane—an independently owned decommissioned 3,200-foot wooden roller coaster. Located at the former Boomers! Amusement Park, the coaster had become both an eyesore and a landmark to commuters driving along I-95. The first challenge was negotiating and uniting all 102 acres. "The diversity of ownership was a hindrance to any integrated development of the property until the Kimco joint venture assembled each of the parcels," says James.

"There were 17 parcels and about nine different owners plus the ground leasing," explains Peter Flint, Kimco's senior director of development for the Southern Region. The process took just under two years.

Creative Zoning

While assembling the parcels, Kimco collaborated with the city on a creative solution to the preexisting zoning problem.

"We're currently in a community redevelopment agency (CRA) as well as a regional activity center (RAC) plus it's a brownfield redevelopment site," explains Flint. "Several different agencies had already identified this as a redevelopment area so there was some assistance within the code that allowed us to do a mixed-use on this

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property.” Flint worked closely with Marc LaFerrier, Dania Beach’s director of community development, to help Kimco navigate the process.

Through the partnership with the city, they created a new zoning category: Planned Mixed-Use Development (PMUD), which would allow them to create the live, work, play environment they envisioned. “That zoning was created through a great working relationship between Kimco, the city’s residents and the government of Dania Beach,” explains Puma. “They understood what we needed, they understood what was right for the property and they worked with us to remove obstructions within the city processes.”

“The commission indicated its total support of creating a new PMUD zoning classification to accommodate as much density as could fit on the site,” James said. The city, meanwhile, set up a special permitting office for projects exceeding \$25 million in order to expedite permits.

“All of this was done with the goal of expediting the opening and the eventual jobs and income that it will generate for the municipality and the population,” Flint says.



Ground-up Improvements

Kimco and Alabama-based contractor Hoar Construction overcame multiple design hurdles and undertook substantial infrastructure improvements to the area as part of its ground-up development of the site. “From the onset of the project, we learned we had some significant engineering challenges,” explains Joe Denis, Kimco’s vice president of construction.

Case in point, 44 acres of the site were once pond areas, he notes. Over the years, the 40-to-60-foot deep ponds had been filled with construction and demolition debris, which created serious geotechnical engineering challenges for redeveloping the site.

Together with its longtime civil engineering partners Kimley-Horn, Kimco utilized a process called deep dynamic compaction to create a solid platform for building construction. It involved repeatedly dropping a 15-ton weight from 50 feet in the air to the ground on a 7.5-foot grid over the entirety of the 44 compromised acres. The process was then repeated again to fill the gaps between those grids, and took eight months to complete.

The project incorporated major water, sewer and drainage infrastructure improvements, undertaking the largest exfiltration stormwater management project in the state of Florida. “Kimco plans to install 6,000 linear feet of sanitary sewer pipe which will also be available for other redevelopments in the city to tap into in the future,” adds James. The REIT has also undertaken the installation of new lanes, roads and traffic signalization improving access to Dania Pointe and the local area.



Placemaking at the Pointe

With a solid foundation, Dania Pointe’s construction and leasing are fully underway. Recent progress has brought Kimco and the city one step closer to realizing their shared vision for a vibrant community and destination at Dania Pointe.

“It will be a place where people will do business, and the apartments and condos will make it a thriving community where people live,” explains Puma. MCG Architecture and Kimco divided the project into two phases to accommodate its scale and designed layers of placemaking.

Phase I of Dania Pointe's development focuses on discount retail with restaurants and services. According to Kimco, the success of neighboring Oakwood Plaza and the list of tenants looking to expand or enter the market has made Dania Pointe an attractive asset. "Well over 90 percent of our spaces are leased in Phase I," Puma says.

The roster of tenants moving in includes: BrandSmart; TJ Maxx; Shoe Carnival; Ulta Beauty; Five Below; Starbucks; Verizon; Aspen Dental; Padrino's Cuban Cuisine; TooJay's; Men's Wearhouse; and Outback Steakhouse. Kimco has finalized a lease with Lucky's Market to open a 30,000-square-foot grocery store. Phase I includes 325,000 square feet of retail, comprising roughly 35 percent of the entire 102 acres of development and looks to begin retail openings in fall of this year, carrying over into 2019.



Kimco expects Phase 1 of the project's retail openings will begin this fall.

Phase II will bring lifestyle, entertainment, and main street components to Dania Pointe. The project will boast an additional 425,000 square feet of retail, roughly 500,000 square feet of premium office space, two hotels totaling 350 rooms and approximately 1,000 residential units. Plans also include more than 18 restaurants—both national brands and local chef-driven establishments. Puma estimates a significant percentage of the lifestyle portion will be preleased before breaking ground. Phase II openings are anticipated to begin in late 2019 and continue through 2020.

"It's also going to be a hub for people vacationing because we are two miles from the airport and four miles from the cruise port," says Puma. The developer for the hotels has received franchise commitments and is looking at a 2020-2021 opening. Kimco has signed a ground lease with another developer to construct 600 apartments and is also in talks with condominium interests regarding potential unit design.

A 'Linchpin' of Growth

Dania Beach—whose new motto is "Sea it. Live it. Love it."—expects the project to attract roughly 2,500 new residents to the city's existing 31,000 population and add to its thriving community as the oldest city in Broward County. "I can see Dania Beach growing and turning into a place to be," says James, who credits Dania Pointe as the "linchpin for a complete renaissance of the entire city."

The city and Broward County have already experienced increased development interest, construction job growth and tax revenue while construction is underway. "The city expects to receive upwards of \$5 million of permit and impact fees during construction, and ultimately \$5-\$6 million of additional ad valorem taxes annually," says James. "With the additional



tax revenues generated by Dania Pointe, the city will be able to upgrade many of its roads and neighborhood infrastructure, benefiting many parts of the community," she adds. So far, Dania Beach has received roughly \$2 million of these permit and impact fees.

Dania Pointe has 1,600 linear feet of frontage along I-95.

Munilytics, an independent consulting firm hired to study Dania Pointe's impact, estimates it will generate \$43 million for the state of Florida in sales taxes and other assessments, and add approximately \$800 million to the tax base of the city and county and roughly \$6 million in ad valorem tax credits. "This will add 25 to 30 percent to what is currently approximately \$17 million of current ad valorem taxes received annually by the city," says James. The study also estimates the creation of 6,500 direct permanent jobs and more than 13,000 direct and indirect construction jobs over the course of Dania Pointe's full build out.

"This will be a signature property for Kimco for many years to come," Puma says.

Company: Kimco Realty Corporation

Column/Department: Shaping Communities: Real Estate Working For You

MINUTES OF REGULAR MEETING
DANIA BEACH CITY COMMISSION
TUESDAY, MAY 22, 2018 – 7:00 P.M.

1. Call to Order/Roll Call

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

Present:

Mayor:	Tamara James
Vice-Mayor:	Bill Harris
Commissioners:	Chickie Brandimarte
	Bobbie H. Grace
	Marco A. Salvino, Sr.
City Manager:	Robert Baldwin
City Attorney:	Thomas Ansbro
City Clerk:	Thomas Schneider

2. Moment of Silence and Pledge of Allegiance

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

3. Presentations and Special Event Approvals

- 3.1 Broward MPO overview of the Metropolitan Transportation Plan (MTP, LRTP, SIS) and ongoing projects in Dania Beach - Requested by Vice-Mayor Harris

Peter Geis, Broward MPO, gave an overview of the Transportation Plan and projects in the City, which is attached to and incorporated in these minutes.

Vice-Mayor Harris noted we currently have 17 projects on our wish list, but the list for the entire county consists of 586 projects.

- 3.2 Special Event request from the City of Dania Beach Community Redevelopment Agency for four Art After Dark Events to be held in Downtown Dania Beach, on SW 1st Avenue between Dania Beach Boulevard and SW 1st Street, on June 9, July 14, August 11 and September 8, 2018 from 5:00 p.m. to 10:00 p.m. The applicant is also requesting road closures on SW 1st Avenue and US-1, and BSO Police and Fire Services.

Commissioner Grace motioned to approve the Special Event request for the Art After Dark Events; seconded by Commissioner Brandimarte. The motion carried unanimously.

- 3.3 Special Event request from the City of Dania Beach for the Oasis Community Cleanup, Rebuilding Together Memorial Day Celebration to be held on May 26, 2018 from 7:30 a.m. to 2:00 p.m. This event will be coordinated from Chester Byrd Park to clean up the streets of SW 12 Avenue and Phippen Waiters Road from Stirling Road to Sheridan Street. The applicant is also requesting use of on-site electricity at Chester Byrd Park, a road closure on SW 12 Avenue, and BSO Detail.

Commissioner Grace motioned to approve the Special Event request for the Oasis Community Cleanup, Rebuilding Together Memorial Day Celebration; seconded by Vice-Mayor Harris. The motion carried unanimously.

4. Proclamations

- 4.1 Attucks High School Class of 1968 Reunion - Commissioner Grace

Mayor James read the Attucks High School Class of 1968 Reunion Proclamation and presented it to Commissioner Grace.

5. Citizen Comments

Cristina Metianu, 1341 SE 3rd Avenue, representing Sheridan East Condominiums, requested assistance to mitigate flooding of their community.

Lori Baer, 1211 Polk Street, Hollywood, Executive Director of the Port Everglades Association, thanked the Commission for participating in the Economic Engine Performance Report event and presented a token in recognition of their event.

6. Public Safety Reports

Captain Daniel Marks, BSO Chief of Police, reported on recent criminal activity, and noted the Get to Know BSO event that was rained out last week will be rescheduled. He also noted he has met with the City Manager regarding a gun buy-back program since BSO no longer conducts them due to lack of effectiveness. The Sheriff is holding the annual awards ceremony on June 21st; our COP unit, as well as two of our deputies, will be receiving an award.

Mayor James asked if there is a trend of people knocking on residents' doors and pushing their way in when the doors are opened.

Commissioner Salvino commented he would like to push and promote the Neighborhood Watch.

Commissioner Brandimarte suggested the seniors should be warned to not open their doors for food deliveries they did not order.

Mayor James noted Airbnbs are a real concern of hers, and said we have several issues we need to work through. She also noted we need to address getting a Fire Chief.

7. Consent Agenda

Items removed from Consent Agenda: #7.3, #7.5, #7.6

- 7.1 Minutes:
Approve Minutes of May 8, 2018 City Commission Meeting
- 7.2 Travel Requests: None

Resolutions

7.4 RESOLUTION #2018-071

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A FIRST AMENDMENT TO A CITY AND BROWARD COUNTY INTERLOCAL AGREEMENT (“ILA”) RELATING TO OPTIONAL COUNTY SERVICES FOR “KEEP BROWARD BEAUTIFUL” HOUSEHOLD HAZARDOUS WASTE AND BULK TRASH AND YARD WASTE DROP-OFF PROGRAMS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Commissioner Grace motioned to adopt the Consent Agenda, with the exception of Item #7.3, #7.5, and #7.6; seconded by Commissioner Brandimarte. The motion carried unanimously.

7.3 RESOLUTION #2018-070

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, CALLING FOR THE GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 6, 2018, FOR THE PURPOSE OF ELECTING TWO CITY COMMISSIONERS TO SERVE FOUR YEAR TERMS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Ansbro read the title of Resolution #2018-070.

Commissioner Grace questioned whether we would need a primary if we have more than six candidates.

City Attorney Ansbro noted we no longer have primaries; the top two vote getters would be elected.

Commissioner Grace motioned to adopt Resolution #2018-070; seconded by Commissioner Salvino. The motion carried unanimously.

7.5 RESOLUTION #2018-072

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, SUPPORTING THE MUNICIPALITIES AND BROWARD COUNTY WHICH FILED LAWSUITS SEEKING A DECLARATION THAT THE PROVISIONS PUNISHING ELECTED OFFICIALS SET FORTH IN SECTION 790.33, FLORIDA STATUTES, FOR VIOLATING THE PREEMPTION RELATED TO THE REGULATION OF FIREARMS AND AMMUNITION, ARE INVALID; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Ansbro read the title of Resolution #2018-072 and clarified this pertains to the lawsuits that have been filed regarding the State statute that punishes city officials if they try to adopt regulations of firearms. This item is only in support of the lawsuits, not joining in them.

Commissioner Grace motioned to adopt Resolution #2018-072; seconded by Commissioner Salvino. The motion carried unanimously.

7.6 RESOLUTION #2018-073

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SECOND ONE (1) YEAR RENEWAL OF THE EXISTING AGREEMENT WITH LIMOUSINES OF SOUTH FLORIDA, INC., FOR PUBLIC TRANSPORTATION SERVICES, WHICH SERVICES SHALL NOT EXCEED THE AMOUNT OF TWO HUNDRED TWENTY TWO THOUSAND FIVE HUNDRED DOLLARS (\$222,500.00) FOR THE RENEWAL YEAR; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Ansbro read the title of Resolution #2018-073.

Commissioner Grace noted some of the buses are not going to and from destinations people would like, and asked if they have lifts for people in wheelchairs.

Hakeem Ismael, Acting Director of Parks & Recreation, responded there are two buses that cover the west route, and staff has handled complaints about departures happening earlier than scheduled. Some buses do not have lifts and staff has spoken to the company about providing them.

City Manager Baldwin noted the County notified us that they would be discontinuing the west route due to lack of ridership. We are going through the process to appeal their decision because ridership will increase with Dania Pointe coming online next year.

Mayor James said she asked the City Manager if we could suspend it for the rest of the year. We need to think about this; it would cost us \$40,000.00 to continue it for the year.

Commissioner Salvino suggested changing one of the routes and alternating through the day, once in the morning and once at night. This way, if it gets busier, we can add the other bus back on the route.

Mayor James noted the east side is heavily used with two buses.

City Manager Baldwin added that service would continue until June 11th; a letter of appeal was sent today. Approval of this resolution will not affect the bus route, and we have the funds to cover the route if the Commission so desires.

City Attorney Ansbro noted this contract is for drivers, and we will come back to the Commission with whatever it takes to ensure that we provide the service even though the City may have to pay for part of it.

Commissioner Grace motioned to adopt Resolution #2018-073; seconded by Commissioner Brandimarte. The motion carried unanimously.

8. Bids and Requests for Proposals

There were no proposals on this agenda.

9. Public Hearings and Site Plans

9.1 ORDINANCE #2018-009

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE REQUEST MADE BY VANESSA WILLIAMS, PASTOR/PRESIDENT FOR THE PROPERTY OWNER THE BIBLICAL HOUSE OF GOD NONE OTHER CHURCH, INC., TO REZONE PROPERTY GENERALLY LOCATED AT 819 SW 12TH AVENUE IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A", A COPY OF WHICH IS ATTACHED TO THIS ORDINANCE; CHANGING THE CURRENT ZONING CLASSIFICATION OF THE PROPERTY FROM NEIGHBORHOOD RESIDENTIAL (NBHD-RES) DISTRICT TO GENERAL INDUSTRIAL DISTRICT (C-1), (RZ-16-18) SUBJECT TO CERTAIN RESTRICTIONS, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(FIRST READING)***(Continued from May 8, 2018)*

City Attorney Ansbro read the title of Ordinance #2018-009, and noted the applicant is requesting the item be continued until the July 24, 2018 Commission meeting.

Mayor James opened the Public Hearing. Seeing as there was no one to speak in favor or opposition, she closed the Public Hearing.

Commissioner Grace motioned to continue Ordinance #2018-009, on first reading, until the July 24, 2018 City Commission meeting at 7:00 p.m.; seconded by Commissioner Salvino. The motion carried unanimously.

9.2 ORDINANCE #2018-010

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 28, OF THE "LAND DEVELOPMENT CODE," OF THE CITY CODE OF ORDINANCES BY AMENDING ARTICLE 675, SECTION 675-2, TEMPORARY USES AUTHORIZED: PROVIDING FOR THE USE OF SURPLUS PARKING FOR TEMPORARY PARKING OF PASSENGER VEHICLES ON PROPERTIES

SUBJECT TO PARI-MUTUEL LICENSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(FIRST READING)**

City Attorney Ansbro read the title of Ordinance #2018-010.

Corinne Lajoie, Planning & Zoning Manager, gave an overview of the text amendment.

Janna Lhota, Holland and Knight, representing the applicant, gave a PowerPoint presentation, which is attached to and incorporated in these minutes.

Mayor James opened the Public Hearing.

Commissioner Grace said she observed the first 180-day period to be sure they were in compliance; they did everything possible to try to make it work during the motorcycle show. Parking was more than adequate for the Arts & Seafood Celebration, and they have done everything we have asked them to do.

City Attorney Ansbro noted they did this before they received permission and currently they do not have permission. He explained the process if the ordinance is adopted on second reading.

Planning & Zoning Manager Lajoie clarified the time provisions of the text amendment; approval may be granted by the Commission for up to 18 months. After that initial period, the Community Development Director may approve an additional 180 days, no more than two times.

Commissioner Brandimarte noted they are not using the lot for passenger cars; it is being used for trucks and RVs. She spoke to the casino manager about the trucks and he said he would take care of it. We are trying to upgrade Frost Park and we do not need trucks in view. A lot of people do not want to valet park at the main entrance; they are forced to use Park 'N Fly's entrance, which does not look nice.

Mayor James said her issue is that it would be out of our control if we approve this; perhaps they could move the parking closer to the casino building as it is an eyesore at the current location. She felt we can work together to come up with something that works for both the City and the casino.

Vice-Mayor Harris felt the casino is a good neighbor and the lot is unobtrusive to any traffic in the neighborhood.

Charlotte Sloboda, 2905 Lakeshore Drive, representing St. Maurice Church, commented the Monsignor would like this to move forward as they have been a good neighbor.

Commissioner Salvino noted this would be a temporary fix and if we do not like it, we can bring it back up again. If we work together, the trucks and location issues will be resolved. Everything we have asked of them, they have been there for us.

Seeing as there was no one else to speak in favor or opposition, Mayor James closed the Public Hearing.

Commissioner Salvino motioned to adopt Ordinance #2018-010, on first reading; seconded by Commissioner Grace. The motion carried on the following 5-0 Roll Call vote:

Commissioner Brandimarte	Yes	Vice-Mayor Harris	Yes
Commissioner Grace	Yes	Mayor James	Yes
Commissioner Salvino	Yes		

9.3 RESOLUTION #2018-056

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE VARIANCE REQUEST (VA-002-18) SUBMITTED BY CHRIS HOLLEN ON BEHALF OF THE PROPERTY OWNER DDRM SHERIDAN SQUARE LLC FOR PROPERTY GENERALLY LOCATED AT THE NORTHWEST CORNER OF SHERIDAN STREET AND SOUTHEAST 5th AVENUE, IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A", A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION; PROVIDING FOR CONFLICTS; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Continued from April 10, 2018)*

City Attorney Ansbro read the title of Resolution #2018-056, and noted staff is requesting the item be continued.

Corinne Lajoie, Planning & Zoning Manager, noted she would like it continued to July 24, 2018, to allow the applicant time to pay their fees.

Mayor James opened the Public Hearing. Seeing as there was no one to speak in favor or opposition, she closed the Public Hearing.

Commissioner Grace motioned to continue Resolution #2018-056 until the July 24, 2018 City Commission meeting at 7:00 p.m.; seconded by Vice-Mayor Harris. The motion carried unanimously.

9.4 RESOLUTION #2018-058

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE SITE PLAN (SP-15-18) SUBMITTED BY BCD DANIA OAKS, LLC, FOR PROPERTY LOCATED AT 5461 TO 5525 SW 40TH AVENUE IN THE CITY OF DANIA BEACH, FLORIDA AS LEGALLY DESCRIBED IN EXHIBIT "A", A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION; PROVIDING FOR CONFLICTS; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Continued from April 10, 2018 and May 8, 2018)*

9.5 RESOLUTION #2018-057

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE "OAKS PLACE PLAT" (PL-13-18) SUBMITTED BY BASELINE ENGINEERING AND SURVEYING, ON BEHALF OF BCD DANIA OAKS, LLC, FOR PROPERTY LOCATED AT 5461 TO 5525 SW 40TH AVENUE IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A", A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Continued from April 10, 2018 and May 8, 2018)*

City Attorney Ansbro read the title of Resolution #2018-058 and Resolution #2018-057, and noted the applicant is requesting the items be continued until the July 24, 2018 Commission meeting.

Commissioner Salvino questioned why this keeps getting dragged out, and how the developer does not know what is going on at the property. He asked that the Community Development Director makes sure the developer is in compliance with everything before this gets put back on the agenda. The developer is not working well with the City.

Mayor James opened the Public Hearing. Seeing as there was no one to speak in favor or opposition, she closed the Public Hearing.

Commissioner Salvino asked why this could not be continued until August to make sure they are ready.

Marc LaFerrier, Director of Community Development responded he met with the County today at the property and is waiting to hear from them regarding a definitive environmental assessment. He believes we will know all of the information needed before this comes back to the Commission in July. The applicant has agreed to provide new mailed notices, posting of new onsite notification signs and advertising.

Commissioner Salvino motioned to continue Resolution #2018-058 and Resolution #2018-057 until the July 24, 2018 City Commission meeting at 7:00 p.m.; seconded by Commissioner Grace. The motion carried unanimously.

10. Discussion and Possible Action

10.1 City Commission policy concerning attendance at local conferences - Mayor James

Mayor James feels it is unfair for the Commission to have to be at local conferences that are several days in length from morning until night and their lodging is not covered. She would like to see a change in the policy soon so that the Commissioners are covered in the tri-county area.

Commissioner Grace noted the change to the policy made in 2013 is not working the way it was supposed to work. She noted even the valet parking is expensive.

Commissioner Brandimarte felt if it is something we are doing for our residents and we are coming back with a lot of information, there should not be any differential of where the conference is; it should be the same.

Vice-Mayor Harris asked if thought was given to mileage or a gas reimbursement for local travel.

Discussion ensued regarding changing the policy to what the Commissioners need for local conferences, to include hotel and mileage.

Commissioner Brandimarte motioned to make all travel the same and eliminate the restrictions for the tri-county area; seconded by Commissioner Grace. The motion carried on the following 5-0 Roll Call vote:

Commissioner Brandimarte	Yes	Vice-Mayor Harris	Yes
Commissioner Grace	Yes	Mayor James	Yes
Commissioner Salvino	Yes		

In response to Mayor James, City Attorney Ansbro said this could be effective now.

10.2 Painting City Hall - Mayor James

Mayor James questioned the structural assessment performed on City Hall. She said City Hall looks ancient; there are cracks in the foundation, wood missing, and a lack of paint.

Brad Kaine, Director of Public Works, responded a lot of those issues are addressed in the report. Fiscally, it is not in our budget; we would need to get quotes from contractors, but he estimates it would be six figures to repair. Painting one color only would likely not exceed \$30,000.00.

Mayor James said we need to look at different options; there is money in contingency for painting only.

Commissioner Grace said we had meetings about whether or not we are going to have a new City Hall; she cannot see us spending a lot of money on upgrades. Painting the outside would be acceptable.

Public Services Director Kaine noted he will get painting estimates and bring them back to the Commission.

Commissioner Brandimarte said she does not want three different colors.

Commissioner Salvino asked why we cannot get three estimates to put a band aid on it; put plaster on the walls and paint them a single color.

Public Services Director Kaine noted staff will look at that.

The Commission consensus was to move forward with investigating the costs of painting City Hall.

11. Commission Comments

11.1 Commissioner Brandimarte

Commissioner Brandimarte congratulated Vice-Mayor Harris on his appointment at the Broward League of Cities event.

Commissioner Brandimarte felt had we not had to cancel the second day of the Arts & Seafood Celebration, it would have been successful.

Commissioner Brandimarte said she got a phone call from a resident asking questions about Olsen School and apparently the resident did not like her answer because she then went to the City Manager. She clarified the chain of command; the City Manager works for the City Commission.

11.2 Commissioner Grace

Commissioner Grace spoke of attending the Black Firefighters Gala on Saturday morning.

Commissioner Grace commented the rain did not bother her at the Arts & Seafood Celebration. She applauds the attendees for their support and the CRA Board and staff for doing a fantastic job; she feels even more people will come back next year.

Commissioner Grace noted there are new homes in the NW section, on 6th and 7th Avenues, and they will be up for sale soon. More homes will possibly be built in the City and this information will be brought back to the Commission before summer break. She applauded City Manager Baldwin for the three lots at the former Smith Store location and asked that the plan to upgrade the community be continued even when she is no longer on the Commission.

Commissioner Grace congratulated Vice-Mayor Harris and thanked him for representing us. Other cities recognize who Dania Beach is now.

11.3 Commissioner Salvino

Commissioner Salvino congratulated Vice-Mayor Harris on being elected to the Broward League of Cities Board of Directors.

11.4 Vice-Mayor Harris

Vice-Mayor Harris noted it was a great evening at the BLC event.

Vice-Mayor Harris commented it was good to see the old yellow building at 27 and 29 Federal Highway coming down today.

Vice-Mayor Harris spoke of the transportation roundtable held today regarding the County bringing forward a 1-cent sales tax for transportation for the November ballot.

Commissioner Salvino noted someone dropped off old City of Dania booklets about the Tomato Days at his business and asked who he should give them to.

11.5 Mayor James

Mayor James commended CRA Director Williams for the Arts & Seafood Celebration and felt she is showing good faith by refunding a portion of the vendor fees. She also applauded CRA staff for their hard work.

Mayor James questioned the status of the Class and Pay study.

City Manager Baldwin responded the company has conducted the orientations; employees have completed their job assessment tools, which are now being reviewed by their supervisors. It will not affect the mid-year, but will affect the budget.

Colin Donnelly, Assistant City Manager, added the supervisors are looking over the employees' job surveys, and then the company will take our positions and compare them to other cities. He will get an update on the timeframe.

Commissioner Grace reminded everyone that the Hurricane Expo is on June 2nd. She added she has been observing some departments and does not expect to see an employee coming to work wearing flip flops and leggings, especially when they are dealing with customers. Perhaps this can be addressed by the department heads.

Mayor James congratulated Vice-Mayor Harris, and said he is on top of things.

Mayor James noted signup for the Dania Beach Dolphins season is underway at any of our parks.

12. Appointments

There were no appointments at this meeting.

13. Administrative Reports

13.1 City Manager

City Manager Baldwin noted the bi-monthly report contains information on our water supply problem. Dr. Bloetscher will come to the Commission to address this issue; we will likely need to pursue the C-51 option, which would cost around \$4 million.

City Manager Baldwin spoke of the County's new radio system and coming into compliance with all of our police and fire radios, which is about a million dollar cost.

City Manager Baldwin reported on the READY Conference to be held on June 2nd and the Oasis volunteer program this Saturday, which may be cancelled due to rain.

City Manager Baldwin addressed flooding and noted we are cleaning the drains, pumping down the lake and picking up loose debris and bulk, but the ground is saturated. He noted there is a system moving in likely this weekend, and everyone should prepare.

Mayor James asked how City Hall is holding up with all of the rain.

City Manager Baldwin responded that parts of the roof were fixed earlier this year and we have not had any leaks.

13.2 City Attorney

City Attorney Ansbro had no comments.

13.3 City Clerk - Reminders

Tuesday, June 12, 2018 - 5:30 p.m.

Tuesday, June 12, 2018 - 7:00 p.m.

Tuesday, June 26, 2018 - 7:00 p.m.

CRA Board Meeting

City Commission Meeting

City Commission Meeting

14. Adjournment

Mayor James adjourned the meeting at 8:39 p.m.

ATTEST:

CITY OF DANIA BEACH

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

Request from Michael Huck, Chief Ocean Lifeguard, to attend the Florida Inland Navigation District (FIND) June Grant Board Meeting in Cocoa Beach, Florida on June 15-16, 2018. (Estimated cost \$444.51)

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Travel Request - Michael Huck - FIND June Grant Board Meeting June 15-16, 2018

CITY OF DANIA BEACH TRAVEL AUTHORIZATION

EMPLOYEE: Michael Huck
DEPARTMENT: Parks & Recreation
LOCATION: Cocoa Beach, FL
TRIP/TRAINING DATE: June 15 - 16, 2018
PURPOSE: Attend Florida Inland Navigation District June Grant Board Meeting

CHECK ONE
☐ Certification
☐ General Training
☐ License
☒ Other

Note any overnight or out of state travel events attended in the last 12 months:

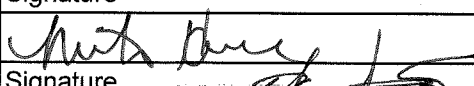
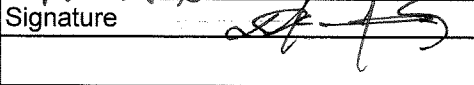
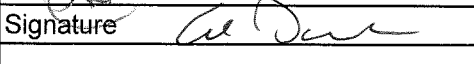
2017 USLA National Lifeguard Championships, Daytona Beach Aug 9-13, 2017

ACCOUNT NO: 001-72-01-572-40-10

COST SUMMARY		
Expense	Description	Estimate
Lodging (1 night @ \$149)	Hilton Cocoa Beach Oceanfront	\$ 149.00
Per Diem	Mike Huck	\$ 96.00
TOTAL EXPENSES		\$ 245.00

MILEAGE DETAIL - PERSONAL VEHICLE (attach MapQuest or Google Maps mileage calculation)		
Departure/Destination	Standard Mileage Calculation	
City Hall - 100 W Dania Beach Blvd, Dania Beach, FL	Cost per Mile	Round Trip Mileage
Hotel - 1550 N Atlantic Ave, Cocoa Beach, FL	0.545	366
TOTAL MILEAGE CALCULATION		\$ 199.51

TOTAL ESTIMATED TRAVEL COST **\$ 444.51**

I hereby certify that travel as shown above is to be incurred in connection with official business of the City of Dania Beach.		
Traveler (print)	Signature	Date
Mike Huck		5/23/18
Department Director (print)	Signature	Date
Hakeem Ismail		5/23/18
Finance Director (print)	Signature	Date
Nicki Satterfield		5/23/18
City Manager (print)	Signature	Date
		5/24/2018

TO BE COMPLETED BY FINANCE		
Preparer (print name)	Signature	Date
Tania Stevens		5/23/18

Stevens, Tania

From: Dunleavy, Sherie
Sent: Tuesday, May 22, 2018 10:30 AM
To: Stevens, Tania
Cc: Ismail, Hakeem; Huck, Michael
Subject: RE: Florida Inland Navigation District June Grant Board meeting hotel info

Tyler from The Chappell Group is attending the meeting under the funds located in the Marina Fund as our consultant. Mike Huck is traveling to represent the City in lieu of CM or the Parks Director, at least so as I was made to understand. As such, please use Parks Administration 001-72-01-572-4010. This is business, not education for Mike Huck, Chief Lifeguard.

Thanks.

From: Stevens, Tania
Sent: Friday, May 18, 2018 4:17 PM
To: Dunleavy, Sherie
Subject: RE: Florida Inland Navigation District June Grant Board meeting hotel info

Did Mike reserve the room yet and if so, how much was it? I'll put the travel authorization together, I'm just waiting on that information.

Thanks,



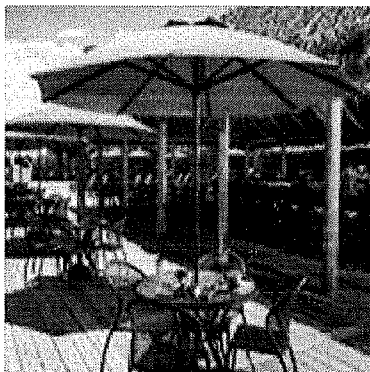
Tania Stevens
Senior Accountant | City of Dania Beach
tstevens@daniabeachfl.gov | daniabeachfl.gov
100 W Dania Beach Blvd. | Dania Beach, FL 33004
Phone: 954-924-6800 ext. 3671 | **Fax:** 954-922-5619

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From: Dunleavy, Sherie
Sent: Friday, May 18, 2018 10:19 AM
To: Stevens, Tania <tstevens@daniabeachfl.gov>; Huck, Michael <mhuck@daniabeachfl.gov>
Cc: Ismail, Hakeem <hismail@daniabeachfl.gov>
Subject: FW: Florida Inland Navigation District June Grant Board meeting hotel info

Tania, we need assistance is determining the pier diem and other amounts for Commission approval prior to the travel date.

Hilton Cocoa Beach Oceanfront



1550 North Atlantic Ave
Cocoa Beach, Florida 32931-3268
USA
Tel: +1-321-799-0003
Fax: +1-321-799-0344

Mike, as we discussed, just book all three days and once we know the presentation date, you can advise Tania to cancel the two dates you won't need and replace your credit card with hers at the hotel. Please e-mail us back the applicable rates for each of the nights we need to pre-reserve. If/when they send you a booking confirmation, please send to us.

Tania, the rate for one of the night is lower than the other two, we will make our request for the higher amount and then if we get the lower rate, we can just reduce the post-travel summary accordingly.

From: Dunleavy, Sherie
Sent: Wednesday, May 09, 2018 2:25 PM
To: Stevens, Tania; Huck, Michael
Cc: Ismail, Hakeem
Subject: FW: Florida Inland Navigation District June Grant Board meeting hotel info

Tania, this is the travel we discussed that needs to be approved for Mike Huck. He plans to take his own vehicle and get reimbursed for mileage. Please see below.

Mike, go ahead and book the room using your card for the entire three days. This way you can choose smoking or non, King or two queen/full, etc. Unfortunately, I found out the City no longer fronts you for the stipend, but rather just reimburses you when you return.

As of 5/28, we will know when our presentation is scheduled for and which dates to cancel. Then Tania will call and replace your card with hers for the actual hotel payment.

From: Ismail, Hakeem
Sent: Tuesday, May 08, 2018 12:01 PM
To: Dunleavy, Sherie
Cc: Huck, Michael
Subject: FW: Florida Inland Navigation District June Grant Board meeting hotel info

fyi

From: Donnelly, Colin
Sent: Tuesday, May 08, 2018 10:24 AM
To: Ismail, Hakeem
Subject: FW: Florida Inland Navigation District June Grant Board meeting hotel info

From: Janet Zimmerman [<mailto:jzimmerman@aicw.org>]
Sent: Monday, April 23, 2018 5:04 PM
Cc: Janet Zimmerman
Subject: Florida Inland Navigation District June Grant Board meeting hotel info

The Hilton Cocoa Beach Oceanfront looks forward to hosting you during the Florida Inland Navigation District June Grant Board meeting June 15-16, 2018 with the Outreach event to be held Friday 6/15 @ 6pm. A block of rooms has been reserved for June 14, 2018 - June 17, 2018. **The special room rate will be available until May 15th or until the group block is sold-out, whichever comes first.** The special group rate is available 3 days prior/post event dates and is subject to availability. The reservation cancellation policy is 72 hours prior to arrival.

When booking your room reservation online please be sure to follow the link listed below. This special group page will ensure the contracted rate of \$149 per night for a City View King Room with discounted self parking for \$3.50 per day and complimentary guest room Wi-Fi included.

Your group code is: NAVI18

Booking Steps:

1. Reservation Website: http://www.hilton.com/en/hi/groups/personalized/C/CCBCHHF-NAVI18-20180614/index.ihtml?WT.mc_id=POG
2. Click on Book a room
3. Enter your Arrival/Departure Dates and the number of guests in the room
4. Confirm Reservation with Contact Details and Credit Card

Telephone Booking Steps:

1. Reservation Telephone: 1-866-580-7402
2. Provide the group code: NAVI 18
3. Provide your Arrival/Departure Dates and the number of guests in the room
4. Confirm Reservation with Contact Details and Credit Card

FIND will not know the agenda order and presentation time until after May 28th.

Thank you and have a great day,

Sincerely,

Janet Zimmerman, Assistant Executive Director
Florida Inland Navigation District (FIND)
1314 Marcinski Rd
Jupiter, FL 33477
561.627.3386

Stevens, Tania

From: Stevens, Tania
Sent: Tuesday, May 22, 2018 9:27 AM
To: Stevens, Tania
Subject: RE: Your 15 Jun 2018 Confirmation #3449740258

From: Huck, Michael
Sent: Tuesday, May 22, 2018 8:49 AM
To: Stevens, Tania <tstevens@daniabeachfl.gov>
Subject: FW: Your 15 Jun 2018 Confirmation #3449740258

This is what I have so far. It still was not sent to my work email.

From: mike huck [<mailto:huck5793@yahoo.com>]
Sent: Tuesday, May 22, 2018 6:45 AM
To: Huck, Michael
Subject: Fw: Your 15 Jun 2018 Confirmation #3449740258

On Mon, 5/21/18, Hilton Hotels & Resorts Confirmed hiltonhotels&resorts@res.hilton.com wrote:

From: Hilton Hotels & Resorts hiltonhotels&resorts@res.hilton.com

Subject: Your 15 Jun 2018 Confirmation #3449740258

To: "huck5793@yahoo.com" huck5793@yahoo.com

Date: Monday, May 21, 2018, 4:35 PM

Hilton Cocoa Beach Oceanfront
1550 North Atlantic Ave, Cocoa Beach, FL 32931

T: 1-321-799-0003

Jun. 15, 2018 – Jun. 16, 2018

Confirmation Number: 3449740258

UPDATE

Michael Huck, we'll see you on Jun 15, 2018

Your Room Information: CITY VIEW KING NONSMK

Non-Smoking Rooms: 1

Guests: 1 Adult

Check In: Jun 15 4:00 PM

Check Out: Jun 16 11:00 AM

Your Plan Information: FLORIDA INLAND NAVIG

Rate per night: 149.00 USD

Total for Stay per Room Rate: 149.00 USD

Taxes: 17.88 USD

Total: 166.88 USD

Total for Stay: 166.88 USD

The comforts of home even when you're away. We want to make sure your arrival is the perfect beginning to a relaxing stay, so let us prepare your room ahead of time with any extra touches that would make it feel more like home*.

Rate Rules and Cancellation Policy:

- Your reservation is guaranteed for late arrival.
- If your plans change please let us know – it's free to cancel or update your reservation by 11:59 PM local hotel time on Jun 12, 2018.

Additional Information:

Tax: 12.00% per room per night

Valet parking: 15.00/night

Self parking: 7.00/night

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[Click here](#) if you need to modify or cancel your reservation.

Any change to your arrival or departure date or room type is subject to hotel availability and may result in a possible rate change or additional fee. Changes also may not be possible at a later date. Please [click here](#) to see all rules and restrictions.

This message and any attachments may contain confidential information. If it has been sent to you in error or if

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City of Dania Beach
Revised Travel Per Diem Calculator

Traveler Name: Michael Huck

Description of Trip: Attend Florida Inland Navigation District June Grant Board Meeting

Daily per diem rate enter FY 18 Per Diem Rate here): \$ 64.00

Destination: Cocoa Beach, FL

First Date of Travel 15-Jun-18

Last Date of Travel 16-Jun-18

					Travel	Travel	
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Date					15-Jun-18	16-Jun-18	
Breakfast 15%							
Lunch 35%							
Dinner 50%							
Total Daily total =					\$ 48.00	\$ 48.00	

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Date							
Breakfast 15%							
Lunch 35%							
Dinner 50%							
Total Daily total =							

Pro-rating Per Diem for Travel Date of Departure/Return: \$ 48.00

Total Per Diem Due to Traveler \$ 96.00

Meal Exclusions		
Date	Meal Provided	Amount
N/A		



U.S. General Services Administration

FY 2018 Per Diem Rates for Cocoa Beach, Florida

(October 2017 - September 2018).

Cities not appearing below may be located within a county for which rates are listed.

To determine what county a city is located in, visit the National Association of Counties (NACO) website (a non-federal website).

October 2017 - September 2018 The following rates apply for **Cocoa Beach, Florida**. Max lodging by month (excluding taxes.) The last column is the Meals and Incidental Expense (M&IE) rate.

Primary Destination (1, 2)	County (3, 4)	2017			2018									M&IE (5)
		Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	
Cocoa Beach	Brevard	\$121	\$121	\$121	\$121	\$149	\$149	\$121	\$121	\$121	\$121	\$121	\$121	\$64

Footnotes

1. Traveler reimbursement is based on the location of the work activities and not the accommodations, unless lodging is not available at the work activity, then the agency may authorize the rate where lodging is obtained.
2. Unless otherwise specified, the per diem locality is defined as "all locations within, or entirely surrounded by, the corporate limits of the key city, including independent entities located within those boundaries."
3. Per diem localities with county definitions shall include "all locations within, or entirely surrounded by, the corporate limits of the key city as well as the boundaries of the listed counties, including independent entities located within the boundaries of the key city and the listed counties (unless otherwise listed separately)."
4. When a military installation or Government-related facility (whether or not specifically named) is located partially within more than one city or county boundary, the applicable per diem rate for the entire installation or facility is the higher of the rates which apply to the cities and/or counties, even though part(s) of such activities may be located outside the defined per diem locality.
5. *Meals and Incidental Expenses*, see Breakdown of M&IE Expenses for important information on first and last days of travel.



U.S. General Services Administration

Meals and Incidental Expenses (M&IE) Breakdown

Choose one of the headings below to get meals and incidental expense rates (M&IE) for federal travelers.

Find total M&IE for travel in the continental U.S.

Find M&IE breakdown by meal for travel in the continental U.S.

M&IE Breakdown

M&IE Total (1)	Continental Breakfast/ Breakfast (2)	Lunch (2)	Dinner (2)	Incidental Expenses	First & Last Day of Travel (3)
\$51	\$11	\$12	\$23	\$5	\$38.25
\$54	\$12	\$13	\$24	\$5	\$40.50
\$59	\$13	\$15	\$26	\$5	\$44.25
\$64	\$15	\$16	\$28	\$5	\$48.00
\$69	\$16	\$17	\$31	\$5	\$51.75
\$74	\$17	\$18	\$34	\$5	\$55.50

1. This table lists the full daily amount federal employees receive for a single calendar day of travel when that day is neither the first nor last day of travel.
2. The separate amounts for breakfast, lunch and dinner listed in the chart are provided should you need to deduct any of those meals from your trip voucher. For example, if your trip includes meals that are already paid for by the government (such as through a registration fee for a conference); you will need to deduct those meals from your voucher. Refer to Section 301-11.18 of the Federal Travel Regulation for specific guidance on deducting these amounts from your per diem reimbursement claims for meals furnished to you by the government. Other organizations may have different rules that apply for their employees; please check with your organization for more assistance.
3. This column lists the amount federal employees receive for the first and last calendar day of travel. The first and last calendar day of travel is calculated at 75 percent.

Find M&IE breakdown by meal for foreign and outside the continental U.S. (OCONUS) travel

The shortcut to this page is www.gsa.gov/mie.

RATE THIS PAGE



Standard Mileage Rates for 2018 Up from Rates for 2017

IR-2017-204, Dec. 14, 2017

WASHINGTON — The Internal Revenue Service today issued the 2018 optional standard mileage rates used to calculate the deductible costs of operating an automobile for business, charitable, medical or moving purposes.

Beginning on Jan. 1, 2018, the standard mileage rates for the use of a car (also vans, pickups or panel trucks) will be:

- 54.5 cents for every mile of business travel driven, up 1 cent from the rate for 2017.
- 18 cents per mile driven for medical or moving purposes, up 1 cent from the rate for 2017.
- 14 cents per mile driven in service of charitable organizations.

The business mileage rate and the medical and moving expense rates each increased 1 cent per mile from the rates for 2017. The charitable rate is set by statute and remains unchanged.

The standard mileage rate for business is based on an annual study of the fixed and variable costs of operating an automobile. The rate for medical and moving purposes is based on the variable costs.

Taxpayers always have the option of calculating the actual costs of using their vehicle rather than using the standard mileage rates.

A taxpayer may not use the business standard mileage rate for a vehicle after using any depreciation method under the Modified Accelerated Cost Recovery System (MACRS) or after claiming a Section 179 deduction for that vehicle. In addition, the business standard mileage rate cannot be used for more than four vehicles used simultaneously. These and other requirements are described in Rev. Proc. 2010-51.

Notice 2018-03, posted today on IRS.gov, contains the standard mileage rates, the amount a taxpayer must use in calculating reductions to basis for depreciation taken under the business standard mileage rate, and the maximum standard automobile cost that a taxpayer may use in computing the allowance under a fixed and variable rate plan.

Page Last Reviewed or Updated: 14-Dec-2017

YOUR TRIP:

Total Route: **5 hr 46 min - 366 miles**

Est. Fuel cost: \$31.50 - IRS Reimbursement: \$199.51

Print a full health report of your car with HUM
vehicle diagnostics (800) 906-2501

100 W Dania Beach Blvd, Dania, FL 33004-3643



1. Start out going west on W Dania Beach Blvd toward NW 3rd Ave.

Then 0.03 miles



2. Turn left onto SW 3rd Ave.

Then 0.25 miles



3. Turn right onto Stirling Rd/FL-848.

Then 0.91 miles



4. Merge onto I-95 N toward W Palm Bch.

Then 165.68 miles



5. Take EXIT 188 toward FL-404/Pineda Cswy/Patrick AFB/Satellite Beach.

Then 0.35 miles



6. Turn slight right onto Pineda Cswy E.

Then 6.94 miles



7. Turn left onto S Highway A1A/FL-A1A. Continue to follow FL-A1A.

Then 8.70 miles



8. 1550 FL-A1A is on the right.



1550 FL-A1A, Cocoa Beach, FL 32931-3230

This leg: 2 hr 52 min - 182.87 miles



1. Start out going south on N Atlantic Ave/FL-A1A toward Bahama Blvd. Continue to follow FL-A1A.

Then 8.68 miles



2. Take the FL-404 W ramp toward US-1.

Then 0.03 miles



3. Take Pineda Cswy W.

Then 7.18 miles



4. Merge onto I-95 S.

Then 165.60 miles



5. Take the FL-848/Stirling Rd exit, EXIT 22.

Then 0.39 miles



6. Keep left to take the ramp toward Dania Beach.

Then 0.02 miles



7. Turn left onto FL-848/Stirling Rd.

Then 1.01 miles



8. Turn slight left onto SW 3rd Ave.

Then 0.27 miles



9. Turn right onto W Dania Beach Blvd.

Then 0.03 miles



10. 100 W DANIA BEACH BLVD is on the right.



100 W Dania Beach Blvd, Dania, FL 33004-3643

This leg: 2 hr 53 min - 183.21 miles



Book a hotel tonight and
save with some great deals!
(1-877-577-5766)



Car trouble mid-trip?
MapQuest Roadside
Assistance is here:
(1-888-461-3625)

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION AMENDING THE CITY TRAVEL POLICY APPLICABLE TO ELECTED OFFICIALS TO PROVIDE FOR TRAVEL REIMBURSEMENT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo - Travel Policy, R-2018- Amending City Travel Policy for Reimbursement of All Elected Officials Travel

MEMORANDUM

Date: June 12, 2018

To: Tamara James, Mayor
Bill Harris, Vice Mayor
Chickie Brandimarte, Commissioner
Bobbie H. Grace, Commissioner
Marco A. Salvino, Sr., Commissioner

CC: Robert Baldwin, City Manager
Nicki Satterfield, Finance Director

From: Thomas J. Ansbro, City Attorney

Subject: Amendment to City Travel Policy

At the Commission Meeting of May 22, 2018, the City Commission unanimously voted to amend the existing travel policy.

As amended, the City will reimburse elected officials for lodging and other related travel expenses for local conferences. The amended policy will not apply to any other City employee unless that is the intent of the City Commission.

TJA/la

RESOLUTION NO. 2018-074

A RESOLUTION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING THE CITY TRAVEL POLICY APPLICABLE TO ELECTED OFFICIALS TO PROVIDE FOR TRAVEL REIMBURSEMENT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. That the City of Dania Beach Travel Policy applicable to City employees and elected officials, is amended to allow travel reimbursement for lodging by elected City officials, as specified in the Policy, a copy of which is attached as Exhibit “A”, and incorporated by this reference.

Section 2. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 3. That this Resolution shall be retroactive to May 22, 2018.

PASSED AND ADOPTED on June 12, 2018.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

CITY OF DANIA BEACH

TRAVEL POLICY

Purpose/Scope

All employees (including for the purposes of this policy the City Commission, the City Manager and the City Attorney) traveling at City expense or on City time are governed by this policy. This policy is designed to cover reasonable employee expenses while traveling on City business and to promote the prudent use of public funds and establish standards for travel while representing the City.

Definitions

Employee: shall mean an individual who is appointed to a regular full-time or regular part-time position traveling on City business (but shall also, for purposes of this policy only, include elected officials, the City Manager and the City Attorney).

Travel Expenses: shall mean the usual, ordinary and incidental costs incurred for travel purposes. Point of Origin: shall mean the City of Dania Beach municipal building in which an employee works. Out of State Trip shall mean a trip out of the state of Florida. Out of Town Trip shall mean a trip within the state of Florida. Local Travel shall mean travel within the tri-county area of Palm Beach County, Miami-Dade County and Broward County.

Policy / Procedures

Travel Authorization

Overnight travel, out-of-state travel, and air travel require the advance approval, in writing, by the City Manager and the City Commission. This is to be accomplished using the City of Dania Beach Pre-Approved Travel Authorization form.

Employees requesting only mileage, meal reimbursement or both must obtain pre-approval from the Department Director and should submit for mileage reimbursement to the Finance Department upon their return.

Failure to obtain approval for a travel request before expenses are incurred will be disallowed unless such travel is approved by the City Manager and City Commission, based on extenuating circumstances.

Whenever possible, arrangements should be made for advance billing and direct payment for registration, lodging and airline tickets, from the City directly to the vendors.

Lodging

For travel outside the tri-county area (Miami-Dade, Broward and Palm Beach counties), the employee will be allowed reasonable costs for lodging, priced at a single-occupancy standard rate, or if appropriate, the preferred rate offered by conference sponsors. For travel outside and within the tri-county area, members of the City Commission will be allowed reasonable costs of

lodging at the rates specified above applicable to City employees. Room sharing will be encouraged, when appropriate. A hotel/motel receipt is required for all lodging and must be returned with the Travel Expense Voucher Reconciliation. The employee must provide the hotel/motel with a copy of the City's tax-exempt certificate upon check-in. If the employee does not provide the hotel with the certificate, he/she will not be reimbursed for the sales tax portion of the bill. In the event that the hotel/motel does not honor the tax-exempt certificate and state sales tax is applied, the employee will be reimbursed for that amount.

Meals

When traveling, a flat rate (per diem and incidental charges) inclusive of gratuities will be granted to an employee. The City adopts the IRS allowable rate (Publication 1542). This publication provides a standard rate for most United States counties. The Finance Department is responsible for obtaining from IRS the annually revised rate and distributing it to each department. The per diem eliminates the need for actual receipts and itemized per meal listings and adopting the IRS rules will eliminate any reporting to IRS as additional earnings. This flat per diem rate will be reduced for meals provided by the Conference or additional registration for special functions. The prorated amount will be based on the following percentage applying to the IRS allowable rate:

- Breakfast: 15%
- Lunch: 35%
- Dinner: 50%

For the day of travel, the City utilizes Method 1 of the IRS regulation which repays the employee $\frac{3}{4}$ of the daily standard allowance. For a one-day seminar at which lunch is not provided, upon proof or receipt, the City will reimburse up to \$10.00, except for those individuals who receive a monthly expense allowance.

Miscellaneous Incidental Expenses Not Covered Under Per Diem

The following incidental expenses of the employee shall be reimbursed: Local call charges and communication expenses if related to city business and one safe arrival telephone call up to \$5.00 will be reimbursable. All calls must be detailed on the hotel or telephone bill, including person called and purpose of call, to be eligible for reimbursement. Public transportation such as hotel shuttles should receive first consideration. A taxi may be reimbursed only if circumstances warrant and a valid receipt is provided. These items will only be reimbursed if the employee is not eligible for mileage reimbursement.

Tolls and parking fees shall be reimbursed at actual cost with proper receipts. The following incidental expenses of the employee **will not be reimbursed under any circumstances**:

- Personal entertainment (e.g. video rentals, happy hour)
- Expenses of spouse, family or other persons
- Snacks, meals or drinks other than what is provided under the per diem
- Laundry or dry-cleaning
- Airline insurance
- Medical or hospital expenses which are not ordinarily covered under the employees' health insurance

- Any other expenses not related to official City business

Transportation

Each employee is expected to use the most economical mode of transportation available. Although air transportation is preferred, transportation may also be accomplished by private vehicle or City vehicle. However, **in no case shall such travel reimbursement exceed the cost of the most economical round trip coach class airfare on a common carrier (i.e., jet airplane) plus reimbursement for transportation to/from or long-term parking at the airport.** Should one decide to utilize air transportation, please obtain at least two quotes either through the internet, or travel agent or from the conference sponsor airline(s) before purchasing your ticket. If the employee elects to drive on a long trip, the cost for the most economical round trip coach class airfare should be included on the Pre-Approved Travel Authorization form as an alternative mode of transportation. Receipts are required for all transportation and parking.

Whenever more than one person from the City is going to the same conference/training session and an automobile is a suitable means of transportation, those employees will be encouraged to car pool in the minimum number of vehicles required to accommodate the group.

Employees receiving an expense allowance are not eligible for mileage reimbursement in the tri-county area. In addition, employees shall not be allowed either mileage or transportation expenses when transported by another person, or when transported by another employee who receives those same mileage or transportation expenses or a car allowance.

Employees driving a City vehicle or personal vehicle while representing the City must adhere to the City of Dania Beach Vehicle Operation Policy.

Employees traveling on trips using City vehicles will be reimbursed for incurred expenses necessary for the efficient and safe operation of the vehicle. Actual operating expenses shall be reimbursed upon submittal of valid receipts.

Employees with a take-home vehicle will not receive mileage reimbursement under any circumstances.

All other employees shall be entitled to a mileage allowance as set by the Internal Revenue Service from the City of Dania Beach to point of destination, plus official additional mileage not to exceed 50 miles while at the point of destination.

Rental car charges must be approved in advance and in writing by the City Manager. The employee must elect to take the additional insurance offered by the rental company. The City will reimburse the cost of this additional insurance.

Reimbursement/Reconciliation

To obtain reimbursement, the Travel Expense Voucher form, accompanied by the Pre-Approved Travel Authorization form and required receipts shall be submitted to the Finance Department within ten (10) working days after the employee has returned to work. Failure to do so may result in refusal of the claim.

All travel expenses for Department Directors must be approved by the City Manager.

Fiscal Year Overlap

Travel which occurs in the next fiscal year will be approved and paid for out of next year's fiscal funds.

General Standards

Employees are expected to use prudence in expending public funds and are expected to economize where practical and convenient. Receipts should be secured for all expenses, when possible.

Travel at City expense or on City time should be restricted to that which does not interfere unreasonably with the personal responsibility to carry out regular job requirements.

Department Directors are responsible for travel budgets and monitoring the training needs of the Department.

No overtime is compensated during attendance at any conference or seminar if the training or traveling extends beyond normal working hours.

Special conditions and unusual circumstances may merit exceptions to the stated policy on travel. Each request for variances to stated policy will be considered in light of existing conditions, needs and circumstances and must be approved by the City Manager.

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

TO APPROVE AND ADOPT A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, ACCEPTING A CONVEYANCE OF UTILITY IMPROVEMENTS KNOWN AS "DANIA POINTE LIFT STATION NO.1" BY MEANS OF A QUIT CLAIM DEED AND ABSOLUTE BILL OF SALE, FROM DANIA LIVE 1748, LLC, A DELAWARE LIMITED LIABILITY COMPANY; PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE.

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

MEMO+-+2018+Lift+Station+-+Dania+Pointe+Phase+1+-+rsn, R-2018- Dania Pointe Lift Station No. 1 Conveyance, Exhibit A-Dania Pointe Parcel Phase 1 - Lift Station, Exhibit B - Dania Pointe LS-1 - Quit Claim, Exhibit C - Dania Pointe LS-1 - Absolute Bill of Sale, Dania Pointe LS-1 -Conveyance Agreement



City of Dania Beach

DEPARTMENT OF PUBLIC SERVICES

1201 Stirling Road | Dania Beach, FL 33004 | Phone (954) 924-6808 | Fax (954) 923-1109

MEMORANDUM

TO: Robert Baldwin, City Manager

THRU: Colin Donnelly, Assistant City Manager

FROM: Brad Kaine, Director of Public Services
Ronnie S. Navarro, PE, Deputy Director/City Engineer

DATE: June 12, 2018

RE: Conveyance to City of Dania Pointe Lift Station 1

As part of the developer's agreement, Dania Live LLC has constructed and commissioned the Dania Pointe Lift Station No. 1 at developer's expense.. The project was constructed was designed and constructed using the most updated requirements of the Broward County Water and Wastewater Services plans and specification and with conformity from the City's Department of Public Services.

The Public Services Department has thoroughly reviewed all the technical and operational aspects of the said facility and recommends the City acceptance of the lift station. A deed granting the site to the City and a "Bill of Sale" conveying all of the improvements have been prepared, and it is recommended that the City accept the land and the lift station itself.

RESOLUTION NO. 2018-075

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, ACCEPTING A CONVEYANCE OF UTILITY IMPROVEMENTS KNOWN AS “DANIA POINTE LIFT STATION NO. 1” BY MEANS OF A QUIT CLAIM DEED AND ABSOLUTE BILL OF SALE, FROM DANIA LIVE 1748, LLC, A DELAWARE LIMITED LIABILITY COMPANY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Dania Live 1748, LLC, (“Dania Live”) owns and operates certain utility improvements within the area of the Dania Pointe Project, known as the Dania Pointe Lift Station No. 1 (the “Lift Station”) and appurtenances to it comprising certain wastewater collection and transmission facilities (the “Facilities”) located in the City of Dania Beach, Florida (the “City”); and

WHEREAS, the Lift Station and the Facilities currently provide wastewater collection and transmission services to private properties located in the area, including the properties identified on the attached Exhibit “A” (the “Serviced Properties”); and

WHEREAS, the City has determined that it is in the best interest of its citizens and residents for the City to own and operate the Lift Station and the Facilities as part of the City’s wastewater collection and transmission system; and

WHEREAS, upon the adoption of this Resolution, the City and Dania Live will enter into an Agreement to Convey the Sewer Lift Station, pursuant to which Dania Live will convey by Quit Claim Deed its interest in the Lift Station, and the property upon which it is located, and execute an Absolute Bill of Sale for the Lift Station and wastewater collection and transmission appurtenances in favor of the City; and

WHEREAS, Dania Live will grant such necessary access easements to the City through its property connecting the Lift Station and Facilities to the wastewater facilities of the Serviced Properties; and

WHEREAS, upon the conveyance of the Lift Station, the sale of the Facilities and grant of the access easements described in this Resolution and execution of the necessary documents referred to below, the City will provide access and connection to the Serviced Properties for transmission of wastewater through the Facilities and Lift Station;

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

Section 1. That the foregoing recitals are true and correct and by this reference are incorporated into and form a material part of this Resolution.

Section 2. That the proper City Officials are authorized to accept ownership of the Lift Station, by means of a Quit Claim Deed and Absolute Bill of Sale for all Facilities associated with the Lift Station, to be conveyed to the City by Dania Live 1748, LLC, a Delaware limited liability company; a copy of the Quit Claim Deed is attached as Exhibit “B” and a copy of the Absolute Bill of Sale is attached as Exhibit “C” and they are both made a part of this Resolution.

Section 3. The City Manager and City Attorney are authorized to make minor revisions to Exhibits “A”, “B” and “C” and related documents as may be deemed necessary and proper for the best interests of the City and the proper City officials are authorized to do all things necessary and expedient in order to carry out the intentions of this Resolution.

Section 4. That the Quit Claim Deed and necessary access easements shall be recorded in the Public Records of Broward County, Florida; the cost of recording shall be paid for by Dania Live and the actual recording shall be performed by the City.

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

Section 6. That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on June 12, 2018.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

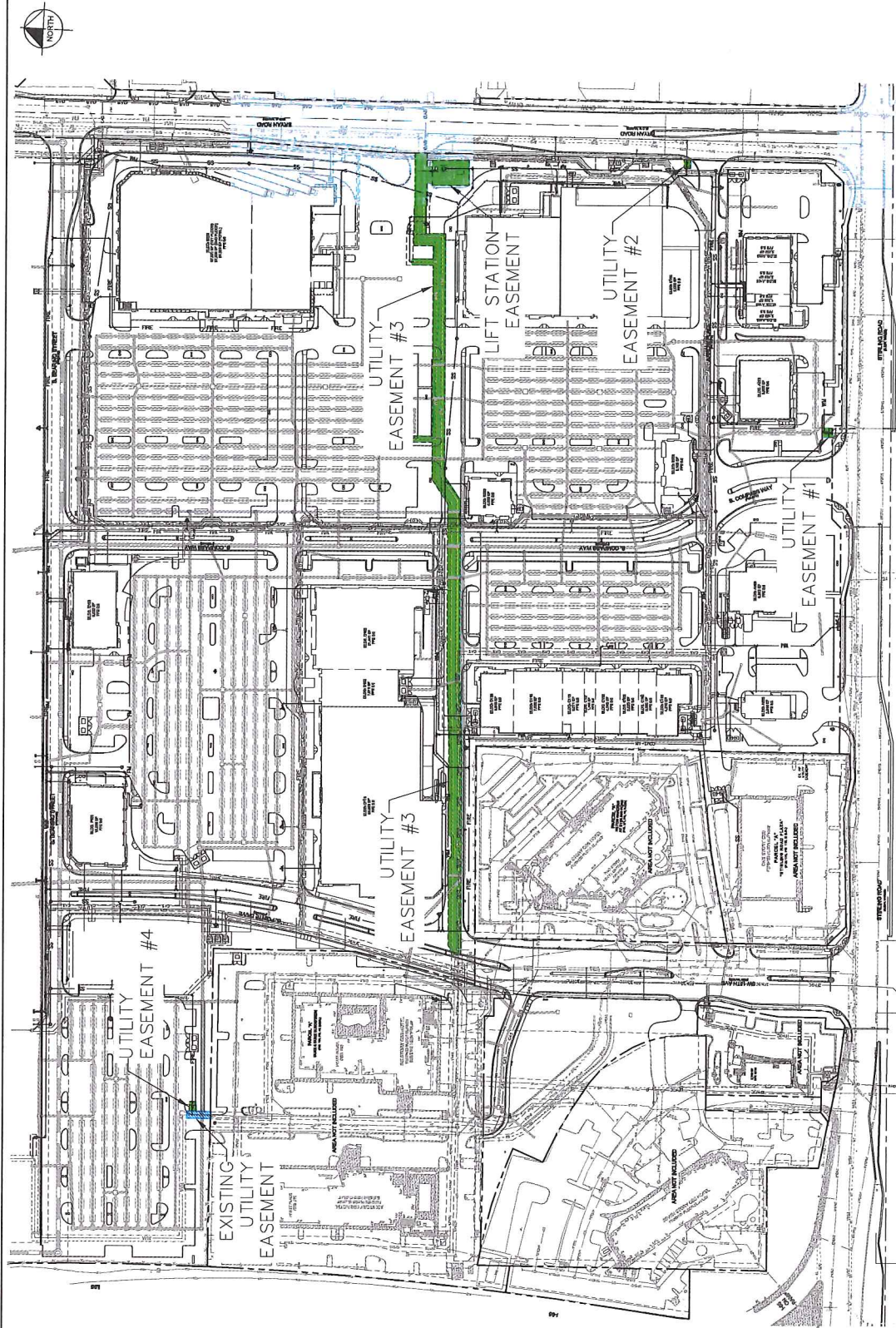
EXHIBIT “A”

SKETCH DESCRIPTION – LIFT STATION EASEMENT
DANIA POINTE LIFT STATION 1
CITY OF DANIA BEACH

**City of Dania Beach
Public Services Department**

Exhibit# A

Dania Pointe Parcel Phase 1
Drainage Area for Lift Station



Kimley»Horn
 © 2018 KIMLEY-HORN AND ASSOCIATES, INC.
 445 24TH STREET, SUITE 200, VERO BEACH, FL 33560
 PHONE: 772-794-4100
 WWW.KH-H.COM CA 00000666

DANIA POINTE - PHASE I

EASEMENT KEY MAP

SHEET NUMBER

EXHIBIT

Prepared By:

Mark J. Lynn, Esq.

Greenspoon Marder LLP

200 East Broward Blvd, Suite 1800

Ft. Lauderdale, FL 33301

Property Appraiser's Parcel

Identifying No.: _____

QUIT CLAIM DEED

This Quit Claim Deed is made this ____ day of _____, 2018, between **DANIA LIVE 1748, LLC, a Delaware limited liability company**, whose address is 3333 New Hyde Park Road, Suite 100, New Hyde Park, NY 11042, hereinafter called the "Grantor", and **CITY OF DANIA BEACH, a Florida municipal corporation organized and existing under the laws of the State of Florida**, which as a post office address of 100 W. Dania Beach Boulevard, Dania Beach, FL 33004, hereinafter called the Grantee

(Whenever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said Grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim to the said Grantee, and Grantee's heirs and assigns forever, all the right, title, interest, claim and demand which Grantor has in and to the following described land, situate, lying and being in Broward County, Florida, to-wit:

(SEE EXHIBIT "A" ATTACHED HERETO)

Preparation of deed only, without title examination.

To Have and to Hold, the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of Grantors, either in law or equity, for the use, benefit and profit of the said Grantee forever.

IN WITNESS WHEREOF, the Grantor has caused this Quit Claim Deed to be executed the day and year first above written.

Signed, sealed and delivered
in our presence:

DANIA LIVE 1748, LLC, a Delaware limited
liability company

By: Dania Live JV, LLC, a Delaware limited
Liability company, its manager

By: Kim Dania Manager, LLC, a Delaware
limited liability company, its manager

By: Kimco PL Retail, Inc., a Delaware
corporation, its sole member

Name: JOE MAY
(type or print)

Name: BORJA DEL VISO
(type or print)

Name: JOSEPH DENIS
Title: VICE PRESIDENT

STATE OF Florida

COUNTY OF Broward

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED before me this 22
day of May, 2018, by Joe Denis, as VP of Corp of KIMCO PL RETAIL, INC., a
Delaware corporation, as sole member of KIM DANIA MANAGER, LLC, a Delaware limited
liability company, as manager of DANIA LIVE JV, LLC, a Delaware limited liability company,
as manager of DANIA LIVE 1748, LLC, a Delaware limited liability company, freely and
voluntarily under authority duly vested in him by said company who is me ☒ personally
known or ☐ produced identification. Type of identification produced: _____



Name: Debra Curb
Notary Public
My Commission Expires: 8/16/2021
Commission No.: _____

EXHIBIT "A"



STONER & ASSOCIATES, INC.

SURVEYORS - MAPPERS

Florida Licensed Survey
and Mapping Business No. 8633

4341 S.W. 62nd Avenue
Davie, Florida 33314

Tel. (954) 585-0997

Fax (954) 585-3927

EXHIBIT "A"

**LEGAL DESCRIPTION OF
LIFT STATION EASEMENT
CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA**

LEGAL DESCRIPTION:

A LIFT STATION EASEMENT BEING A PORTION OF PARCEL A, DANIA POINTE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 183 PAGES 91 THRU 99, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS"

COMMENCE AT THE MOST SOUTHERLY SOUTHEAST CORNER OF SAID PARCEL A;

THENCE N.43°02'17"E. A DISTANCE OF 42.84 FEET;

THENCE N.01°29'36"W. A DISTANCE OF 172.46 FEET;

THENCE N.00°15'05"W. A DISTANCE OF 46.13 FEET;

THENCE N.01°29'36"W. A DISTANCE OF 360.33 FEET, LAST MENTIONED 4 COURSES BEING COINCIDENT WITH THE EAST LINE OF SAID PARCEL A;

THENCE S.87°27'12"W. A DISTANCE OF 10.27 FEET TO THE POINT OF BEGINNING.

THENCE CONTINUE S.87°27'12"W. A DISTANCE OF 40.00 FEET;

THENCE N.02°32'48"W. A DISTANCE OF 60.00 FEET;

THENCE N.87°27'12"E. A DISTANCE OF 40.00 FEET;

THENCE S.02°32'48"E. A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT SITUATE AND BEING WITHIN THE CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA AND CONTAINING 2,400 SQUARE FEET, MORE OR LESS.

NOTES:

1. THE PROPERTY SHOWN HEREON WAS NOT ABSTRACTED FOR OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF RECORD.

2. THIS SKETCH AND DESCRIPTION IS "NOT VALID" WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

3. THE BEARINGS SHOWN HEREON ARE BASED ON N.87°34'11"E, ALONG THE SOUTH LINE OF PARCEL A, AS RECORDED ON THE PLAT OF DANIA POINTE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 183 PAGES 91 THRU 99, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

4. THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY (THIS IS NOT A SURVEY).

5. THIS SKETCH OF DESCRIPTION WAS PREPARED BY THIS FIRM WITHOUT THE BENEFIT OF A TITLE SEARCH. THE LEGAL DESCRIPTION SHOWN HEREON WAS AUTHORED BY STONER & ASSOCIATES, INC.

6. SEE SHEET 2 OF 2 FOR A GRAPHIC DEPICTION (SKETCH) OF THE PROPERTY DESCRIBED HEREON.

FILE: C:\Users\damian\appdata\local\temp\AcPublish_14836\14-8058 Dania Pointe LIFT STATION EASEMENT.dwg

CERTIFICATE:

THIS IS TO CERTIFY THAT THE SKETCH AND LEGAL DESCRIPTION SHOWN HEREON IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.07, FLORIDA STATUTES.

REVISIONS	DATE	BY

DATE: Dec 18, 2017

RICHARD G. CRAWFORD Jr.

PROFESSIONAL SURVEYOR AND MAPPER NO. 5371 - STATE OF FLORIDA

THE MATERIAL SHOWN HEREON IS THE PROPERTY OF STONER & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT PERMISSION OF STONER & ASSOCIATES, INC.
COPYRIGHT©2017

DATE OF SKETCH:	DRAWN BY	CHECKED BY	FIELD BOOK
12/18/17	DRL	RGC	N/A

SEAL

NOT VALID UNLESS
SEALED HERE WITH
AN EMBOSSED
SURVEYOR'S SEAL

SHEET 1 OF 2

SKETCH NO. 14-8058 L.S.E.

ABSOLUTE BILL OF SALE

FOR TEN DOLLARS (\$10) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, DANIA LIVE 1748, LLC, a Delaware limited liability company ("Seller") grants, bargains, sells, transfers and delivers to the CITY OF DANIA BEACH, a Florida municipal corporation organized and existing under the laws of the State of Florida ("Buyer"), the following property (the "Property"), to have and to hold forever.

ALL EXISTING COMPONENTS OF LIFT STATION # 1, LOCATED IN THE CITY OF DANIA BEACH, FLORIDA

Seller represents and warrants to Buyer and Buyer's successors and assigns, that (a) Seller is the lawful owner of the Property; (b) Seller has all right and power to sell the Property; (c) the Property is free and clear of all liens and encumbrances of any kind, and (d) Seller will defend the sale of the Property to Buyer hereunder against the lawful claims and demands of all persons.

Signed, sealed and delivered
in our presence:

DANIA LIVE 1748, LLC, a Delaware limited liability
company

By: Dania Live JV, LLC, a Delaware limited
Liability company, its manager

By: Kim Dania Manager, LLC, a Delaware limited
liability company, its manager

By: Kimco PL Retail, Inc., a Delaware corporation, its
sole member

Name: JOE MAY
(type or print)

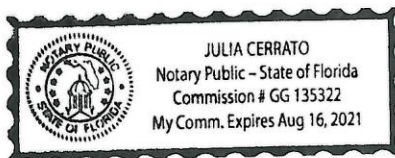
Name: JOSEPH DENIS
Title: VICE PRESIDENT

Name: BERTA DEL MONTE
(type or print)

STATE OF Florida

COUNTY OF Broward

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED before me this 22 day of May, 2018, by JOSEPH DENIS, as Vice President of KIMCO PL RETAIL, INC., a Delaware corporation, as sole member of KIM DANIA MANAGER, LLC, a Delaware limited liability company, as manager of DANIA LIVE JV, LLC, a Delaware limited liability company, as manager of DANIA LIVE 1748, LLC, a Delaware limited liability company, freely and voluntarily under authority duly vested in him by said company who is me ☒ personally known or ☐ produced identification. Type of identification produced: _____



Name: Julia Cerrato
Notary Public
My Commission Expires: 8/16/2021
Commission No.: _____

AGREEMENT TO CONVEY SEWER LIFT STATION

THIS AGREEMENT is entered into this ____ day of _____, 2018 by and between **DANIA LIVE 1748, LLC, a Delaware limited liability company** (hereinafter referred to as "DANIA LIVE") and the **CITY OF DANIA BEACH, a Florida municipal corporation**, organized and existing under the laws of the State of Florida ("City")

RECITALS:

WHEREAS, DANIA LIVE is the owner of that certain sewer lift station known as Lift Station #1 in the city of Dania Beach, Florida (hereinafter "Lift Station") located within that certain real property described in Exhibit "A" hereto; and

WHEREAS, DANIA LIVE wishes to convey said Lift Station by Quit Claim Deed to the City; and

WHEREAS, City wishes to accept said conveyance and the obligations associated therewith; and

WHEREAS, DANIA LIVE and City wish to memorialize this understanding in writing.

NOW, THEREFORE, for good and adequate consideration receipt of which is hereby acknowledged the parties agree as follows:

1. The above recitations are true and correct.
2. DANIA LIVE shall convey to City the Lift Station.
3. Said conveyance shall be by Quit Claim Deed in the form attached hereto as Exhibit "B" and by Absolute Bill of Sale in the form attached hereto as Exhibit "C".
4. The Lift Station shall be conveyed to the City for the sum of ten and no/100 (\$10.00), free and clear of all mortgage encumbrances, and only minimal documentary stamps shall be paid.
5. City shall accept said conveyance and the obligations associated therewith, including any maintenance obligations previously undertaken by DANIA LIVE.
6. City and DANIA LIVE may also enter into other mutually agreeable easements for access and maintenance of and to said Lift Station.
7. This Agreement shall constitute the entire agreement between the parties regarding the subject matter of this transaction and may be amended only by a written agreement executed by each of the parties hereto.

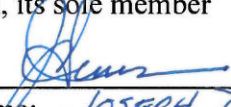
IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement as of the date first written above.

DANIA LIVE 1748, LLC, a Delaware limited liability company

By: Dania Live JC, LLC, a Delaware limited liability company, its manager

By: Kim Dania Manager, LLC, a Delaware limited liability company, its manager

By: Kimco PK Retail, Inc., a Delaware corporation, its sole member

By: 
Printed Name: JOSEPH DENIS
Title: VICE PRESIDENT

CITY OF DANIA BEACH, a Florida municipal corporation

By: _____
Name: _____
Title: _____

ATTEST:

APPROVED AS TO FORM AND SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY
OF DANIA BEACH ONLY

By: _____

Printed Name: _____
City Clerk

By: _____

Printed Name: _____
City Attorney

EXHIBIT "A"
LEGAL DESCRIPTION
(See attached Sketch and Legal)

4341 S.W. 62nd Avenue
Davie, Florida 33314



STONER & ASSOCIATES, INC.

SURVEYORS - MAPPERS
Florida Licensed Survey
and Mapping Business No. 6633

Tel. (954) 585-0997
Fax (954) 585-3927

EXHIBIT "A"
LEGAL DESCRIPTION OF
LIFT STATION EASEMENT
CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA

LEGAL DESCRIPTION:

A LIFT STATION EASEMENT BEING A PORTION OF PARCEL A, DANIA POINTE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 183 PAGES 91 THRU 99, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS"

COMMENCE AT THE MOST SOUTHERLY SOUTHEAST CORNER OF SAID PARCEL A;

THENCE N.43°02'17"E. A DISTANCE OF 42.84 FEET;

THENCE N.01°29'36"W. A DISTANCE OF 172.46 FEET;

THENCE N.00°15'05"W. A DISTANCE OF 46.13 FEET;

THENCE N.01°29'36"W. A DISTANCE OF 360.33 FEET, LAST MENTIONED 4 COURSES BEING COINCIDENT WITH THE EAST LINE OF SAID PARCEL A;

THENCE S.87°27'12"W. A DISTANCE OF 10.27 FEET TO THE POINT OF BEGINNING.

THENCE CONTINUE S.87°27'12"W. A DISTANCE OF 40.00 FEET;

THENCE N.02°32'48"W. A DISTANCE OF 60.00 FEET;

THENCE N.87°27'12"E. A DISTANCE OF 40.00 FEET;

THENCE S.02°32'48"E. A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT SITUATE AND BEING WITHIN THE CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA AND CONTAINING 2,400 SQUARE FEET, MORE OR LESS.

NOTES:

1. THE PROPERTY SHOWN HEREON WAS NOT ABSTRACTED FOR OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF RECORD.
2. THIS SKETCH AND DESCRIPTION IS "NOT VALID" WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. THE BEARINGS SHOWN HEREON ARE BASED ON N.87°34'11"E, ALONG THE SOUTH LINE OF PARCEL A, AS RECORDED ON THE PLAT OF DANIA POINTE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 183 PAGES 91 THRU 99, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
4. THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY (THIS IS NOT A SURVEY).
5. THIS SKETCH OF DESCRIPTION WAS PREPARED BY THIS FIRM WITHOUT THE BENEFIT OF A TITLE SEARCH. THE LEGAL DESCRIPTION SHOWN HEREON WAS AUTHORED BY STONER & ASSOCIATES, INC.
6. SEE SHEET 2 OF 2 FOR A GRAPHIC DEPICTION (SKETCH) OF THE PROPERTY DESCRIBED HEREON.

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CERTIFICATE:

THIS IS TO CERTIFY THAT THE SKETCH AND LEGAL DESCRIPTION SHOWN HEREON IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.07, FLORIDA STATUTES.

REVISIONS	DATE	BY

THE MATERIAL SHOWN HEREON IS THE PROPERTY OF STONER & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT PERMISSION OF STONER & ASSOCIATES, INC.
COPYRIGHT©2017

DATE: Dec 18, 2017
RICHARD G. CRAWFORD Jr.
PROFESSIONAL SURVEYOR AND MAPPER NO. 5371 - STATE OF FLORIDA

DATE OF SKETCH:	DRAWN BY	CHECKED BY	FIELD BOOK
12/18/17	DRL	RGC	N/A

SEAL

NOT VALID UNLESS
SEALED HERE WITH
AN EMBOSSED
SURVEYOR'S SEAL.

SHEET 1 OF 2

SKETCH NO.
14-8058 L.S.E.

4341 S.W. 62nd AVE.
Davie, Florida 33314



STONER & ASSOCIATES, INC.

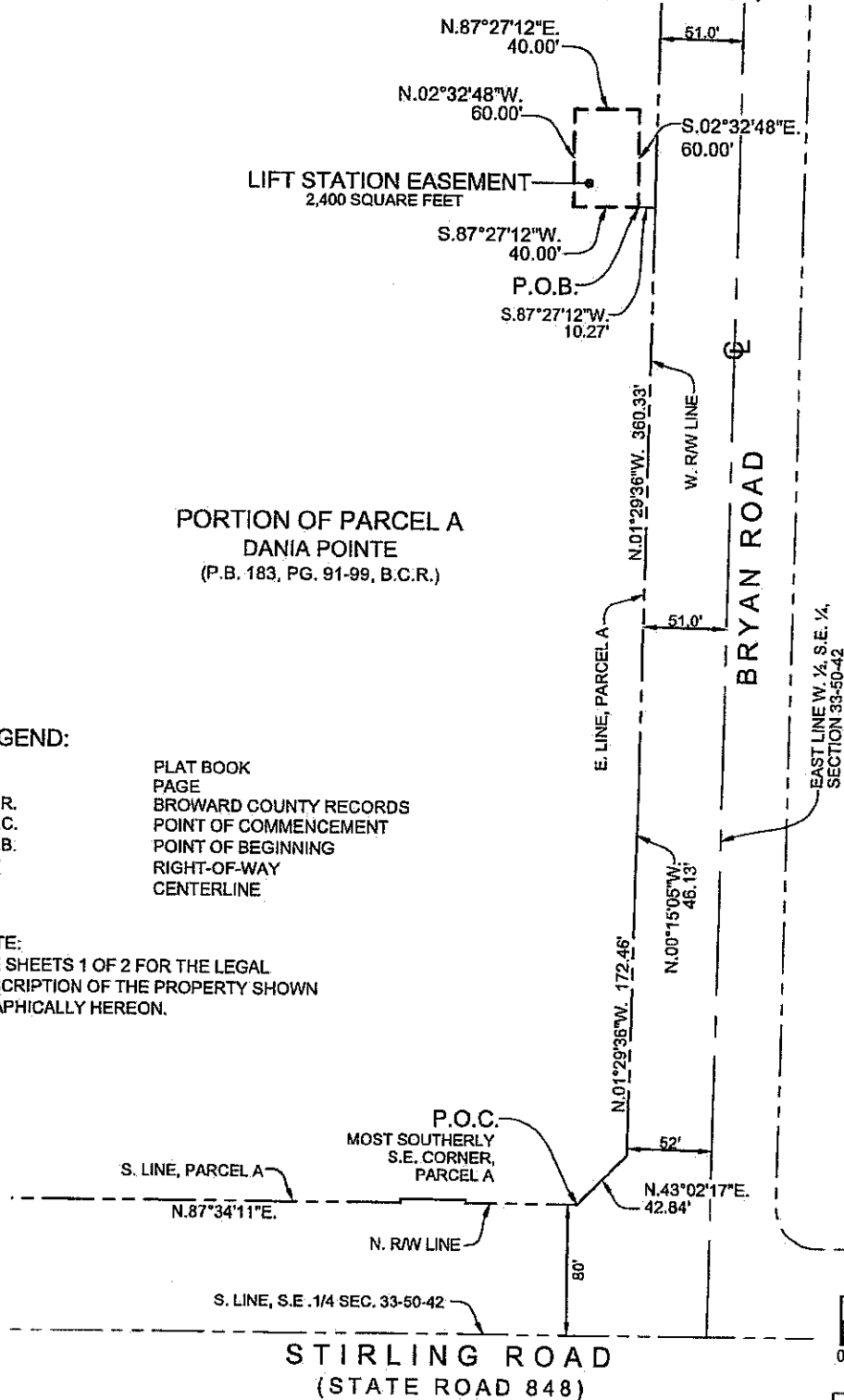
SURVEYORS - MAPPERS

Florida Licensed Survey
and Mapping Business No. 6633

Tel. (954) 585-0997

Fax (954) 585-3927

EXHIBIT "A"
**SKETCH OF DESCRIPTION
LIFT STATION EASEMENT**
CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA



LEGEND:

P.B.	PLAT BOOK
PG.	PAGE
B.C.R.	BROWARD COUNTY RECORDS
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
R/W	RIGHT-OF-WAY
C	CENTERLINE

NOTE:
SEE SHEETS 1 OF 2 FOR THE LEGAL
DESCRIPTION OF THE PROPERTY SHOWN
GRAPHICALLY HEREON.



SCALE: 1" = 100'



GRAPHIC SCALE

SHEET 2 OF 2

SKETCH NO.
14-8058 L.S.E.

EXHIBIT "B"

Prepared By:
Mark J. Lynn, Esq.
Greenspoon Marder LLP
200 East Broward Blvd, Suite 1800
Ft. Lauderdale, FL 33301

Property Appraiser's Parcel
Identifying No.: _____

QUIT CLAIM DEED

This Quit Claim Deed is made this ____ day of _____, 2018, between **DANIA LIVE 1748, LLC**, a Delaware limited liability company, whose address is 3333 New Hyde Park Road, Suite 100, New Hyde Park, NY 11042, hereinafter called the "Grantor", and **CITY OF DANIA BEACH**, a Florida municipal corporation organized and existing under the laws of the State of Florida, which as a post office address of 100 W. Dania Beach Boulevard, Dania Beach, FL 33004, hereinafter called the Grantee

(Whenever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said Grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim to the said Grantee, and Grantee's heirs and assigns forever, all the right, title, interest, claim and demand which Grantor has in and to the following described land, situate, lying and being in Broward County, Florida, to-wit:

(SEE EXHIBIT "A" ATTACHED HERETO)

Preparation of deed only, without title examination.

To Have and to Hold, the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of Grantors, either in law or equity, for the use, benefit and profit of the said Grantee forever.

IN WITNESS WHEREOF, the Grantor has caused this Quit Claim Deed to be executed the day and year first above written.

Signed, sealed and delivered
in our presence:

DANIA LIVE 1748, LLC, a Delaware limited
liability company

By: Dania Live JV, LLC, a Delaware limited
Liability company, its manager

By: Kim Dania Manager, LLC, a Delaware limited
liability company, its manager

By: Kimco PL Retail, Inc., a Delaware
corporation, its sole member

Name: JOE MXY
(type or print)

[Signature]
Name: BORJA DEL VILLO
(type or print)

[Signature]
Name: JOSEPH DENIS
Title: VICE PRESIDENT

STATE OF Florida
COUNTY OF Broward

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED before me this 22 day of May, 2018, by Joe Denis, as VP of Const of KIMCO PL RETAIL, INC., a Delaware corporation, as sole member of KIM DANIA MANAGER, LLC, a Delaware limited liability company, as manager of DANIA LIVE JV, LLC, a Delaware limited liability company, as manager of DANIA LIVE 1748, LLC, a Delaware limited liability company, freely and voluntarily under authority duly vested in him by said company who is me ☒ personally known or ☐ produced identification. Type of identification produced: _____

[Signature]
Name: _____
Notary Public
My Commission Expires: 8/16/2021
Commission No.: _____

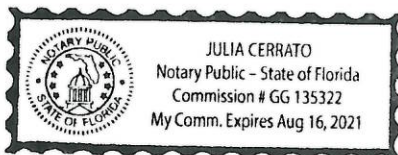


EXHIBIT "C"

ABSOLUTE BILL OF SALE

FOR TEN DOLLARS (\$10) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, **DANIA LIVE 1748, LLC, a Delaware limited liability company ("Seller")** grants, bargains, sells, transfers and delivers to the **CITY OF DANIA BEACH, a Florida municipal corporation organized and existing under the laws of the State of Florida ("Buyer")**, the following property (the **"Property"**), to have and to hold forever.

ALL EXISTING COMPONENTS OF LIFT STATION #1 LOCATED IN THE CITY OF DANIA BEACH, FLORIDA

Seller represents and warrants to Buyer and Buyer's successors and assigns, that (a) Seller is the lawful owner of the Property; (b) Seller has all right and power to sell the Property; (c) the Property is free and clear of all liens and encumbrances of any kind, and (d) Seller will defend the sale of the Property to Buyer hereunder against the lawful claims and demands of all persons.

Signed, sealed and delivered
in our presence:

DANIA LIVE 1748, LLC, a Delaware limited
liability company

By: Dania Live JV, LLC, a Delaware limited
Liability company, its manager

By: Kim Dania Manager, LLC, a Delaware limited
liability company, its manager

By: Kimco PL Retail, Inc., a Delaware
corporation, its sole member

Name: _____

(type or print)

Name: _____

(type or print)

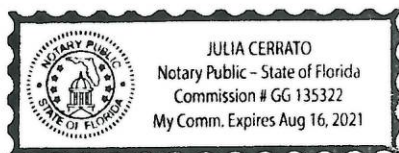
STATE OF _____

COUNTY OF _____

Name: _____

Title: _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED before me this 22 day of May, 2018, by Joe Denis, as VP of Sales of KIMCO PL RETAIL, INC., a Delaware corporation, as sole member of KIM DANIA MANAGER, LLC, a Delaware limited liability company, as manager of DANIA LIVE JV, LLC, a Delaware limited liability company, as manager of DANIA LIVE 1748, LLC, a Delaware limited liability company, freely and voluntarily under authority duly vested in him by said company who is me ☒ personally known or ☐ produced identification. Type of identification produced: _____



Name: _____

Notary Public

My Commission Expires: 8/16/2021

Commission No.: _____

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

TO APPROVE AND ADOPT A RESOLUTION ACCEPTING UTILITY EASEMENTS ON BEHALF OF THE CITY FROM DANIA LIVE, LLC, A DELAWARE LIMITED LIABILITY COMPANY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached

2018 Memo- Dania Pointe Easement-rsn (2), R-2018- Dania Pointe Utility Easements, R-2018- Dania Pointe Utility Easements Exhibit 1, Exhibit 2- Dania Pointe Utilities Easement



City of Dania Beach
Department of Public Services

100 West Dania Beach Blvd · Dania Beach, FL 33004 · (954) 924-6808 · (954) - 923-1109 (fax)

MEMORANDUM

TO: Honorable Mayor and Commissioners

FROM: Robert Baldwin, City Manager

BY: Brad Kaine, Director of Public Services
Ronnie S. Navarro, P.E., Deputy Director/City Engineer

DATE: June 12, 2018

RE: Dania Pointe Easement (Water, Sewer, and General Utilities)

Introduction and Background

Dania Pointe, as the Grantor, has agreed to grant to the City of Dania Beach, as the Grantee, an easement in, over, upon, across and through that certain portion of the Dania Pointe Parcel, as more particularly described as Utility Easement Nos. 1 thru 6 and Lift Station Easement, copies of which are attached and made part of Resolution No. 2018-076 (the “Utility Easements”), which easements shall be recorded in the Public Records of Broward County, Florida.

The Grantor hereby grants unto the Grantee, its successors and assigns, forever, a perpetual non-exclusive utility easement for water and wastewater, purposes and for any other utility purposes that the Grantee may deem necessary, granting unto said Grantee full and free right and authority to install, construct, operate, maintain, repair, replace and reconstruct said utilities as Grantee may deem necessary over, across, through, in and under that certain parcel of land described in the legal description and sketch.

Recommendation

Staff recommends acceptance of easement for public purposes as described in the aforementioned easements.

RESOLUTION NO. 2018-076

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, ACCEPTING UTILITY EASEMENTS ON BEHALF OF THE CITY FROM DANIA LIVE, LLC, A DELAWARE LIMITED LIABILITY COMPANY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Dania Live 1748, LLC (“Grantor”) is the fee simple owner of certain real property located in Broward County, Florida, more particularly described in Exhibit “1”, attached and made a part of this Resolution (the “Dania Pointe Parcel”); and

WHEREAS, Grantor has agreed to grant the City of Dania Beach, a Florida municipal corporation, (“City”), easements in, over, upon, across and through that certain portion of the Dania Pointe Parcel, as more particularly described in Exhibit “2”, a copy of which is attached and made a part of this Resolution (the “Utility Easements”), which Utility Easements shall be recorded in the Public Records of Broward County, Florida; and

WHEREAS, the Utility Easements provide certain rights to the City and place certain restrictions on the Grantor;

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

Section 1. That the foregoing “WHEREAS” clauses are ratified and confirmed as being true and correct, and they are made a part of and incorporated into this Resolution by this reference.

Section 2. That the City Commission approves and accepts the Utility Easements from the Grantor to be used for water and wastewater purposes, and for other utility purposes described in them.

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

Section 4. That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on June 12, 2018.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

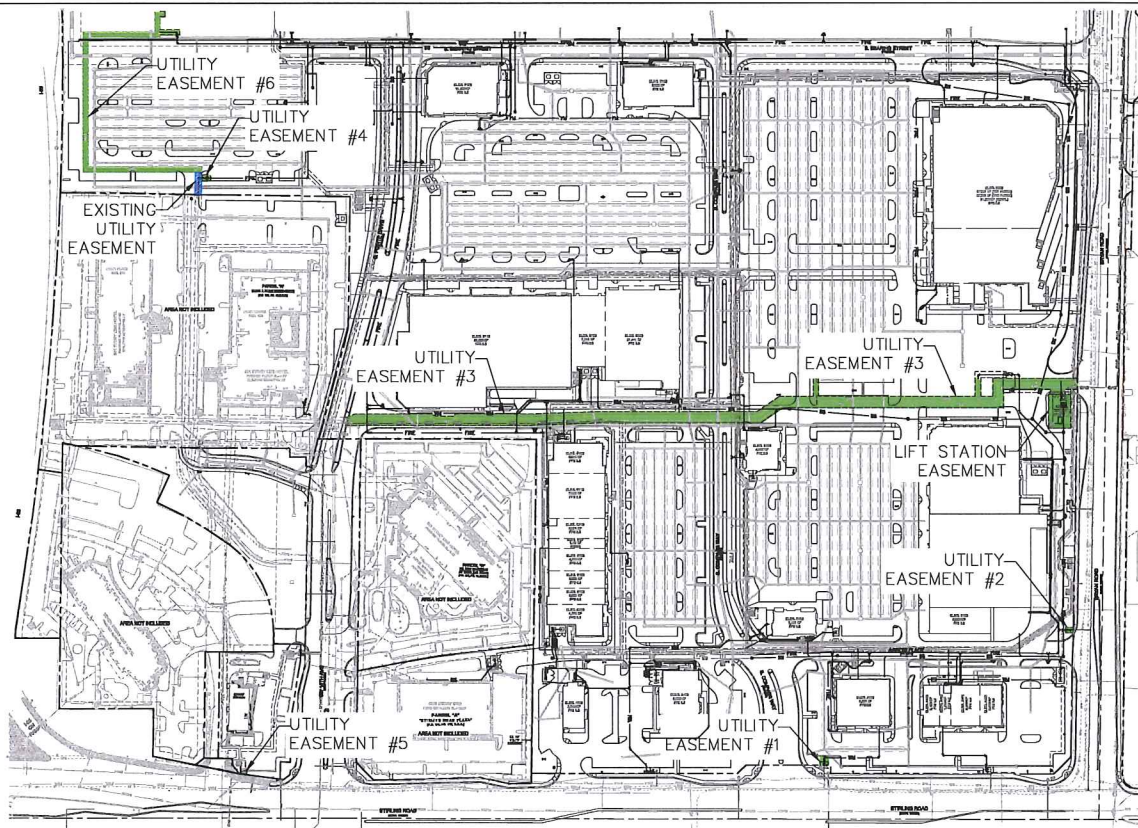
THOMAS J. ANSBRO
CITY ATTORNEY

EXHIBIT 1

SKETCH OF DANIA POINTE POINT PARCEL

EXHIBIT 2

SKETCH AND LEGAL DESCRIPTION OF UTILITY EASEMENTS



Kimley»Horn
 © 2018 KIMLEY-HORN AND ASSOCIATES, P.C.
 440 34TH STREET, SUITE 200, MIAMI BEACH, FL 33140
 PHONE: 772-794-6100
 WWW.KIMLEY-HORN.COM CA 00000888

DANIA POINTE - PHASE I

EASEMENT KEY MAP

SHEET NUMBER
 EXHIBIT

City of Dania Beach
Public Services Department

Exhibit# 1

- 1)Utility Easement No.1 and Opinion of title
- 2)Utility Easement No.2 and Opinion of title
- 3)Utility Easement No.3 and Opinion of title
- 4)Utility Easement No.4 and Opinion of title
- 5)Utility Easement No.5 and Opinion of title
- 6)Utility Easement No.6 and Opinion of title; and
- 7)Original Lift Station Easement and Opinion of title.

City of Dania Beach
Public Services Department

Exhibit# 1
Utility Easement No.1

This instrument was prepared by
and return recorded copy to:

Lawrence Allen Raab, Esq.
Weiss Serota Helfman Cole & Bierman, P.L.
2525 Ponce de Leon Boulevard, Suite 700
Coral Gables, Florida 33134

Folio Number _____

EASEMENT AGREEMENT
(Water, Wastewater, and General Utilities)

THIS EASEMENT AGREEMENT ("Agreement") is made on _____, 2018 by **DANIA LIVE 1748, LLC**, a Delaware limited liability company ("**Grantor**") whose mailing address is 3333 New Hyde Park Road, Suite 200, New Hyde Park, New York, 11042, in favor of **CITY OF DANIA BEACH**, a Florida municipal corporation ("**City**") whose mailing address is 100 W. Dania Beach Boulevard, Dania Beach, Florida 33004.

RECITALS:

Grantor is the owner of certain real property located in Broward County, Florida as more particularly described on **Exhibit "A"** ("**Property**").

Grantor has previously installed potable water, sanitary sewer, and wastewater drainage infrastructure on the Property ("**Infrastructure**"), ownership of which will be transferred to City, in whole or in part.

In order for City to construct, install, inspect, maintain, repair, replace, remove, and operate the Infrastructure, City needs to acquire a permanent, non-exclusive utility easement, and rights of ingress, egress and access under, over, upon, and across the Property.

Grantor has full power and authority to enter into this Agreement and to grant an easement to the City over that real property located in the City, more particularly described on **Exhibit "B"**, attached hereto and incorporated herein ("**Easement Area**").

Grantor is willing to grant to the City an easement under, over, across and through a portion of the Property for the purpose of constructing, installing, inspecting, maintaining, repairing, replacing, removing, and operating the Infrastructure, together with rights of ingress and egress, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, Grantor and City agree as follows:

1. **Recitals.** The parties acknowledge that the foregoing recitals are true and correct and hereby incorporated into this Easement as if fully set forth herein.

2. **Grant of Easement.** Grantor hereby grants and conveys to City and its employees, agents, contractors, successors and assigns, a perpetual non-exclusive easement ("**Easement**") over, upon, across, and under the Easement Area for the purpose of constructing, installing, inspecting, maintaining, repairing, replacing, removing, and operating the Infrastructure, as well as for ingress and egress, with full right and

authority to enter upon and excavate the Easement Area in order to construct, install, inspect, maintain, repair, replace, remove, and operate the Infrastructure as the City may, in its sole discretion, determine. Grantor also grants City a license to temporarily locate its equipment on any portion of the Property mutually agreed upon by Grantor and City adjoining the Easement Area as may be necessary to perform the foregoing.

3. **Improvements and Restoration.** In the event City exercises its rights as set forth in Section 2 hereof, City shall, subject to the work described in Section 2, restore the Property and any improvements thereon to their prior existing condition at no cost or expense to Grantor unless such restoration is required due to the acts or omissions of Grantor. In exercising its rights hereunder, City shall use reasonable efforts to minimize any impacts to Grantor's ongoing activities on the Property. At no time will the City's activities on the Property interfere with ingress or egress to and from the Property by patrons, employees and invitees.

4. **Representations.** Grantor represents to the City that (a) Grantor has full power and authority to enter into this Agreement and to grant the Easement to City; and (b) all company approvals, authorizations and consents required for the execution and delivery of this Agreement by the Grantor have been obtained.

5. **Covenants Running with the Land.** This Agreement and the Easement hereby granted will run with the land and will be binding upon and inure to the benefit of the parties and their respective successors and assigns.

6. **Attorneys' Fees.** In the event a party institutes any legal action or proceedings for the enforcement of any right or obligation herein contained, the prevailing party will be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

7. **Amendment or Termination.** This Agreement may be amended, modified or terminated only by a written instrument signed by both parties or their respective successors and assigns, which instrument will only become effective when recorded in the Public Records of Broward County, Florida.

8. **Governing Laws.** The laws of the State of Florida shall govern the interpretation, validity, performance and enforcement of this Easement. Venue for any action brought hereunder shall be brought exclusively in Broward County, Florida.

9. **Successors and Assigns.** This Agreement will be binding upon the successors and assigns of Grantor and the City.

10. **Limit of Liability.** Grantor acknowledges and agrees that should the City, its officers, employees, or agents be found liable for any damage in connection with the Improvements due to the actions or omissions of the City, its officers, employees, or agents, then such damages shall be subject to the provisions and monetary limitations of Section 768.28(5), Florida Statutes, which limitations shall be applicable regardless of whether such provisions would otherwise apply, and to the extent permitted by law.

[Remainder of page intentionally left blank]

This Agreement is being signed by the parties as of the date set forth on the first page.

Witnesses (2 required):

Signature: Tracy Zant

Print Name: Tracy Zant

Signature: Michael Reigel

Print Name: Michael Reigel

GRANTOR:

DANIA LIVE 1748, LLC, a Delaware limited liability company

By: [Signature]

Name: Joseph Denis, Vice President

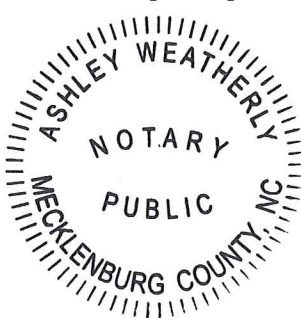
Title: _____

ACKNOWLEDGMENT

STATE OF ~~FLORIDA~~ North Carolina
COUNTY OF ~~MIAMI-DADE~~ Mecklenburg

The foregoing instrument was acknowledged before me on May 14, 2018, by Joseph Denis, as Vice president, of **DANIA LIVE 1748, LLC**, a Delaware limited liability company, who is [☒] personally known to me or who has [☐] produced a Florida Driver's license as identification.

[SEAL]



[Signature]
Notary Public, State of ~~Florida~~ North Carolina
Ashley Weatherly
Print Name of Notary

Commission No. 200909900033

Commission Expires: 02/16/2020

JOINDER AND CONSENT OF TENANT

The undersigned _____ the Tenant under that certain unrecorded Lease Agreement with **DANIA LIVE 1748, LLC**, a Delaware limited liability company, dated _____, covering all/or a portion of the Property described in the foregoing Easement Agreement granted to the City of Dania Beach, a Florida municipal corporation, does hereby join in and consent to the terms and conditions of the Easement Agreement, and acknowledges and agrees that the terms and conditions of the Easement Agreement are and shall be binding upon the undersigned and its successors and/or assigns in title.

IN WITNESS WHEREOF, these presents have been executed this ____ day of _____, 2018.

Witnesses:

TENANT:

Signature

Print Name

Signature

Print Name

By: _____

Print Name: _____

Title: _____

STATE OF FLORIDA)

)

COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by _____, the _____ of _____, on behalf of the company. He/She is personally known to me or has produced _____, as identification.

Witness my signature and official seal this ____ day of _____, 2018 in the County and State aforesaid.

NOTARY PUBLIC, State of _____

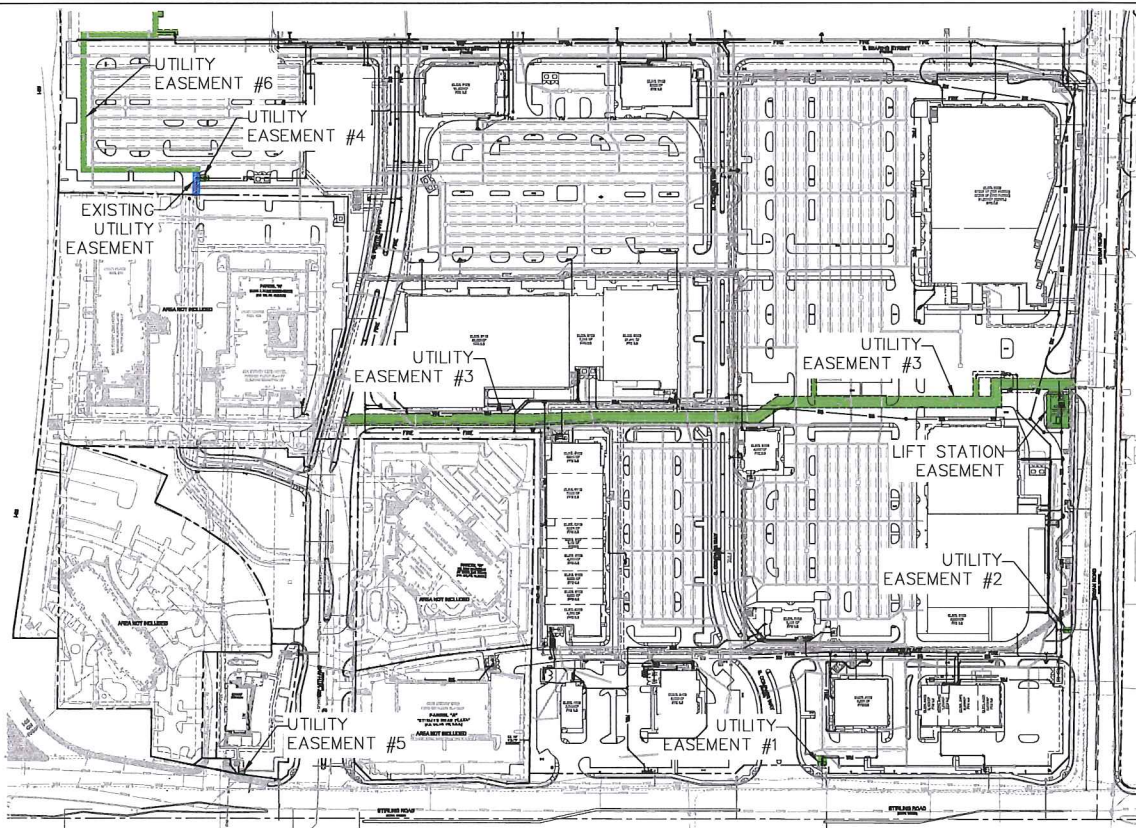
Print Name: _____

Commission No.: _____

Commission Expires: _____

EXHIBIT “A”

PROPERTY



Kimley»Horn
 © 2018 KIMLEY-HORN AND ASSOCIATES, P.C.
 440 24TH STREET, SUITE 200, MIAMI BEACH, FL 33130
 PHONE: 772-794-6100
 WWW.KIMLEY-HORN.COM CA 00000888

DANIA POINTE - PHASE I

EASEMENT KEY MAP

SHEET NUMBER
 EXHIBIT

**EXHIBIT “B”
EASEMENT AREA**

4341 S.W. 62nd Avenue
Davie, Florida 33314



STONER & ASSOCIATES, INC.

SURVEYORS - MAPPERS
Florida Licensed Survey
and Mapping Business No. 6633

Tel. (954) 585-0997
Fax (954) 585-3927

EXHIBIT "A"
LEGAL DESCRIPTION OF
UTILITY EASEMENT No.1
CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA

LEGAL DESCRIPTION:

A UTILITY EASEMENT BEING A PORTION OF PARCEL A, DANIA POINTE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 183 PAGES 91 THRU 99, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS"

COMMENCE AT THE MOST SOUTHERLY SOUTHWEST CORNER OF SAID PARCEL A;

THENCE N.87°34'11"E. A DISTANCE OF 364.85 FEET;

THENCE N.42°34'11"E. A DISTANCE OF 21.21 FEET;

THENCE N.87°34'11"E. A DISTANCE OF 130.93 FEET TO THE POINT OF BEGINNING, LAST MENTIONED 3 COURSES BEING COINCIDENT WITH THE SOUTH LINE OF SAID PARCEL A;

THENCE CONTINUE ALONG SAID SOUTH LINE, N.87°34'11"E. A DISTANCE OF 15.00 FEET;

THENCE N.02°32'48"W. A DISTANCE OF 17.03 FEET;

THENCE S.87°27'12"W. A DISTANCE OF 15.00 FEET;

THENCE S.02°32'48"E. A DISTANCE OF 17.01 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT SITUATE AND BEING WITHIN THE CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA AND CONTAINING 255 SQUARE FEET, MORE OR LESS.

NOTES:

1. THE PROPERTY SHOWN HEREON WAS NOT ABSTRACTED FOR OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF RECORD.
2. THIS SKETCH AND DESCRIPTION IS "NOT VALID" WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. THE BEARINGS SHOWN HEREON ARE BASED ON N.87°34'11"E, ALONG THE SOUTH LINE OF PARCEL A, AS RECORDED ON THE PLAT OF DANIA POINTE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 183 PAGES 91 THRU 99, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
4. THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY (THIS IS NOT A SURVEY).
5. THIS SKETCH OF DESCRIPTION WAS PREPARED BY THIS FIRM WITHOUT THE BENEFIT OF A TITLE SEARCH. THE LEGAL DESCRIPTION SHOWN HEREON WAS AUTHORED BY STONER & ASSOCIATES, INC.
6. SEE SHEET 2 OF 2 FOR A GRAPHIC DEPICTION (SKETCH) OF THE PROPERTY DESCRIBED HEREON.

FILE: C:\Users\damian\appdata\local\temp\AcPublish_9172\14-8058 Dania Pointe U.E. 1.dwg

CERTIFICATE:

THIS IS TO CERTIFY THAT THE SKETCH AND LEGAL DESCRIPTION SHOWN HEREON IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.07, FLORIDA STATUTES.

REVISIONS	DATE	BY

DATE: Dec 19, 2017

RICHARD G. CRAWFORD Jr.

PROFESSIONAL SURVEYOR AND MAPPER NO. 5371 - STATE OF FLORIDA

THE MATERIAL SHOWN HEREON IS THE PROPERTY OF STONER & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT PERMISSION OF STONER & ASSOCIATES, INC.
COPYRIGHT©2017

DATE OF SKETCH:	DRAWN BY	CHECKED BY	FIELD BOOK
12/18/17	DRL	RGC	N/A

SEAL
NOT VALID UNLESS
SEALED HERE WITH
AN EMBOSSED
SURVEYOR'S SEAL

SHEET 1 OF 2

SKETCH NO.
14-8058 U.E. 1

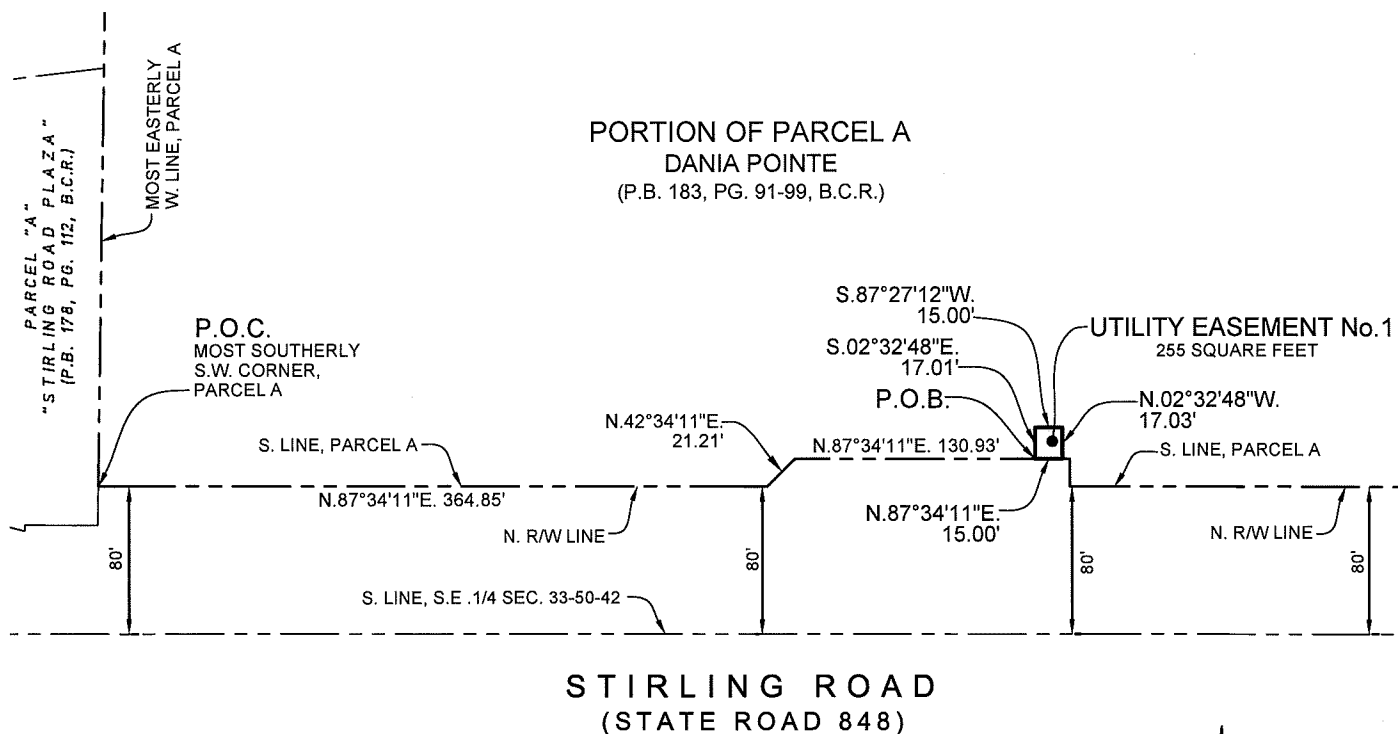
4341 S.W. 62nd AVE.
Davie, Florida 33314



STONER & ASSOCIATES, INC.
SURVEYORS - MAPPERS
Florida Licensed Survey
and Mapping Business No. 6633

Tel. (954) 585-0997
Fax (954) 585-3927

EXHIBIT "A"
SKETCH OF DESCRIPTION
UTILITY EASEMENT No.1
CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA

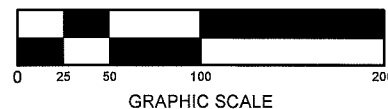


LEGEND:

P.B. PLAT BOOK
PG. PAGE
B.C.R. BROWARD COUNTY RECORDS
P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
R/W RIGHT-OF-WAY
CL CENTERLINE

NOTE:
SEE SHEETS 1 OF 2 FOR THE LEGAL
DESCRIPTION OF THE PROPERTY SHOWN
GRAPHICALLY HEREON.

SCALE: 1" = 100'



SHEET 2 OF 2

SKETCH NO.
14-8058 U.E. 1

OPINION OF TITLE

To: City of Dania Beach

With the understanding that this Opinion of Title is furnished to the City of Dania Beach, as inducement for acceptance of a utility easement covering the real property, hereinafter described, it is hereby certified that the following report reflects a comprehensive search of the Public Records affecting the above described property covering the period from the beginning to the 25th day of April, 2018, at the hour of 8:00 a.m. inclusive, of the following described property:

Legal Description

Include reference to and copy(ies) of original deeds vesting title to current owner(s)

See attached Exhibit "A"

I am of the opinion that on the last mentioned dated, the fee simple title to the above-described real property was vested in:

Names of all Owner(s) of Record:

Dania Live 1748, LLC, a Delaware limited liability company

pursuant to Special Warranty Deed recorded in Official Records Book 51181, Page 1376 of the Public Records of Broward County, Florida.

Subject to the following:

Mortgage(s) of Record (*if none, state none*): **NONE**

List of easements and Rights-of-Way lying within the plat boundaries (*if none, state none*). (Attach copies of all recorded document(s) [excluding recorded plats] – ALL DOCUMENTS RECORDED IN THE OFFICIAL RECORDS OF BROWARD COUNTY, FLORIDA.

Plat of Dania Point recorded in Plat Book 183, Page 91 of the Public Records of Broward County, Florida.

[SIGNATURE ON FOLLOWING PAGE]

I HEREBY CERTIFY that the foregoing report reflects a comprehensive search of the Public Records of Broward County, Florida, affecting the above described property. I further certify that I am an attorney-at-law duly admitted to practice in the State of Florida and a member in good standing of the Florida Bar. Respectfully submitted this _____ day of May, 2018.

GREENSPOON MARDER, P.A.



By Mark J. Lynn, Esq., for the firm
Florida Bar No. 0085741

Exhibit "A"

LEGAL DESCRIPTION OF UTILITY EASEMENT No. 1 CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA

LEGAL DESCRIPTION:

A UTILITY EASEMENT BEING A PORTION OF PARCEL A, DANIA POINTE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 183 PAGES 91 THRU 99, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCE AT THE MOST SOUTHERLY SOUTHWEST CORNER OF SAID PARCEL A;
THENCE N.87°34'11"E. A DISTANCE OF 364.85 FEET;
THENCE N.42°34'11"E. A DISTANCE OF 21.21 FEET;
THENCE N.87°34'11"E. A DISTANCE OF 130.93 FEET TO THE POINT OF BEGINNING, LAST MENTIONED 3 COURSES BEING COINCIDENT WITH THE SOUTH LINE OF SAID PARCEL A;
THENCE CONTINUE ALONG SAID SOUTH LINE, N.87°34'11"E. A DISTANCE OF 15.00 FEET;
THENCE N.02°32'48"W. A DISTANCE OF 17.03 FEET;
THENCE S.87°27'12"W. A DISTANCE OF 15.00 FEET;
THENCE S.02°32'48"E. A DISTANCE OF 17.01 FEET TO THE POINT OF BEGINNING.**

SAID EASEMENT SITUATE AND BEING WITHIN THE CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA.

City of Dania Beach
Public Services Department

Exhibit# 1
Utility Easement No.2

This instrument was prepared by
and return recorded copy to:

Lawrence Allen Raab, Esq.
Weiss Serota Helfman Cole & Bierman, P.L.
2525 Ponce de Leon Boulevard, Suite 700
Coral Gables, Florida 33134

Folio Number _____

EASEMENT AGREEMENT
(Water, Wastewater, and General Utilities)

THIS EASEMENT AGREEMENT ("Agreement") is made on _____, 2018 by **DANIA LIVE 1748, LLC**, a Delaware limited liability company ("**Grantor**") whose mailing address is 3333 New Hyde Park Road, Suite 200, New Hyde Park, New York, 11042, in favor of **CITY OF DANIA BEACH**, a Florida municipal corporation ("**City**") whose mailing address is 100 W. Dania Beach Boulevard, Dania Beach, Florida 33004.

RECITALS:

Grantor is the owner of certain real property located in Broward County, Florida as more particularly described on **Exhibit "A"** ("**Property**").

Grantor has previously installed potable water, sanitary sewer, and wastewater drainage infrastructure on the Property ("**Infrastructure**"), ownership of which will be transferred to City, in whole or in part.

In order for City to construct, install, inspect, maintain, repair, replace, remove, and operate the Infrastructure, City needs to acquire a permanent, non-exclusive utility easement, and rights of ingress, egress and access under, over, upon, and across the Property.

Grantor has full power and authority to enter into this Agreement and to grant an easement to the City over that real property located in the City, more particularly described on **Exhibit "B"**, attached hereto and incorporated herein ("**Easement Area**").

Grantor is willing to grant to the City an easement under, over, across and through a portion of the Property for the purpose of constructing, installing, inspecting, maintaining, repairing, replacing, removing, and operating the Infrastructure, together with rights of ingress and egress, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, Grantor and City agree as follows:

1. **Recitals.** The parties acknowledge that the foregoing recitals are true and correct and hereby incorporated into this Easement as if fully set forth herein.

2. **Grant of Easement.** Grantor hereby grants and conveys to City and its employees, agents, contractors, successors and assigns, a perpetual non-exclusive easement ("**Easement**") over, upon, across, and under the Easement Area for the purpose of constructing, installing, inspecting, maintaining, repairing, replacing, removing, and operating the Infrastructure, as well as for ingress and egress, with full right and

authority to enter upon and excavate the Easement Area in order to construct, install, inspect, maintain, repair, replace, remove, and operate the Infrastructure as the City may, in its sole discretion, determine. Grantor also grants City a license to temporarily locate its equipment on any portion of the Property mutually agreed upon by Grantor and City adjoining the Easement Area as may be necessary to perform the foregoing.

3. **Improvements and Restoration.** In the event City exercises its rights as set forth in Section 2 hereof, City shall, subject to the work described in Section 2, restore the Property and any improvements thereon to their prior existing condition at no cost or expense to Grantor unless such restoration is required due to the acts or omissions of Grantor. In exercising its rights hereunder, City shall use reasonable efforts to minimize any impacts to Grantor's ongoing activities on the Property. At no time will the City's activities on the Property interfere with ingress or egress to and from the Property by patrons, employees and invitees.

4. **Representations.** Grantor represents to the City that (a) Grantor has full power and authority to enter into this Agreement and to grant the Easement to City; and (b) all company approvals, authorizations and consents required for the execution and delivery of this Agreement by the Grantor have been obtained.

5. **Covenants Running with the Land.** This Agreement and the Easement hereby granted will run with the land and will be binding upon and inure to the benefit of the parties and their respective successors and assigns.

6. **Attorneys' Fees.** In the event a party institutes any legal action or proceedings for the enforcement of any right or obligation herein contained, the prevailing party will be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

7. **Amendment or Termination.** This Agreement may be amended, modified or terminated only by a written instrument signed by both parties or their respective successors and assigns, which instrument will only become effective when recorded in the Public Records of Broward County, Florida.

8. **Governing Laws.** The laws of the State of Florida shall govern the interpretation, validity, performance and enforcement of this Easement. Venue for any action brought hereunder shall be brought exclusively in Broward County, Florida.

9. **Successors and Assigns.** This Agreement will be binding upon the successors and assigns of Grantor and the City.

10. **Limit of Liability.** Grantor acknowledges and agrees that should the City, its officers, employees, or agents be found liable for any damage in connection with the Improvements due to the actions or omissions of the City, its officers, employees, or agents, then such damages shall be subject to the provisions and monetary limitations of Section 768.28(5), Florida Statutes, which limitations shall be applicable regardless of whether such provisions would otherwise apply, and to the extent permitted by law.

[Remainder of page intentionally left blank]

This Agreement is being signed by the parties as of the date set forth on the first page.

Witnesses (2 required):

Signature: Tracy Zant

Print Name: Tracy Zant

Signature: Michael Reiger

Print Name: Michael Reiger

GRANTOR:

DANIA LIVE 1748, LLC, a Delaware limited liability company

By: [Signature]

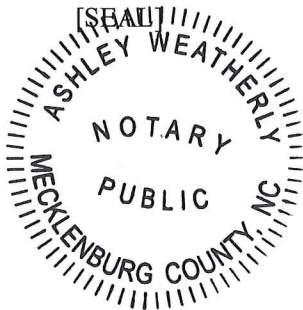
Name: Joseph Denis, Vice President

Title: _____

ACKNOWLEDGMENT

STATE OF ~~FLORIDA~~ North Carolina
COUNTY OF ~~MIAMI-DADE~~ Mecklenburg

The foregoing instrument was acknowledged before me on May 14, 2018, by Joseph Denis, as Vice president, of **DANIA LIVE 1748, LLC**, a Delaware limited liability company, who is [☒] personally known to me or who has [☐] produced a Florida Driver's license as identification.



[Signature]
Notary Public, State of ~~Florida~~ North Carolina
Ashley Weatherly
Print Name of Notary

Commission No. 200909900033

Commission Expires: 02/14/2020

JOINDER AND CONSENT OF TENANT

The undersigned _____ the Tenant under that certain unrecorded Lease Agreement with **DANIA LIVE 1748, LLC**, a Delaware limited liability company, dated _____, covering all/or a portion of the Property described in the foregoing Easement Agreement granted to the City of Dania Beach, a Florida municipal corporation, does hereby join in and consent to the terms and conditions of the Easement Agreement, and acknowledges and agrees that the terms and conditions of the Easement Agreement are and shall be binding upon the undersigned and its successors and/or assigns in title.

IN WITNESS WHEREOF, these presents have been executed this ____ day of _____, 2018.

Witnesses:

TENANT:

Signature

Print Name

Signature

Print Name

By:

Print Name:

Title:

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by _____, the _____ of _____, on behalf of the company. He/She is personally known to me or has produced _____, as identification.

Witness my signature and official seal this ____ day of _____, 2018 in the County and State aforesaid.

NOTARY PUBLIC, State of _____

Print Name: _____

Commission No.: _____

Commission Expires: _____

EXHIBIT “A”
PROPERTY

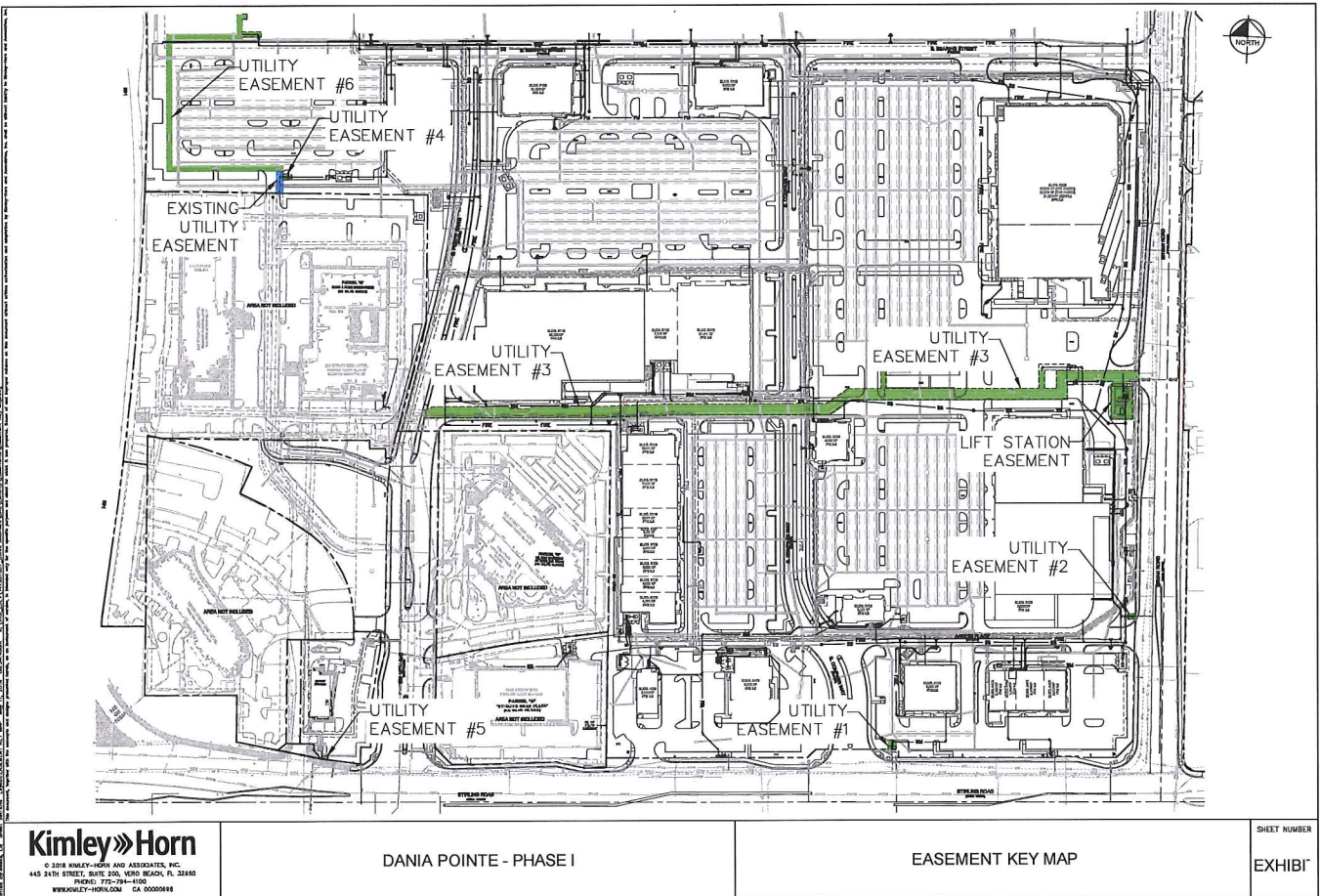


EXHIBIT "B"
EASEMENT AREA

4341 S.W. 62nd Avenue
Davie, Florida 33314



STONER & ASSOCIATES, INC.

SURVEYORS - MAPPERS

Florida Licensed Survey
and Mapping Business No. 6633

Tel. (954) 585-0997

Fax (954) 585-3927

EXHIBIT "A"

**LEGAL DESCRIPTION OF
UTILITY EASEMENT No.2
CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA**

LEGAL DESCRIPTION:

A UTILITY EASEMENT BEING A PORTION OF PARCEL A, DANIA POINTE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 183 PAGES 91 THRU 99, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS"

COMMENCE AT THE MOST SOUTHERLY SOUTHEAST CORNER OF SAID PARCEL A;

THENCE N.43°02'17"E. A DISTANCE OF 42.84 FEET;

THENCE N.01°29'36"W. A DISTANCE OF 172.46 FEET;

THENCE N.00°15'05"W. A DISTANCE OF 46.13 FEET;

THENCE N.01°29'36"W. A DISTANCE OF 0.55 FEET TO THE POINT OF BEGINNING, LAST MENTIONED 4 COURSES BEING COINCIDENT WITH THE EAST LINE OF SAID PARCEL A;

THENCE CONTINUE N.01°29'36"W. ALONG SAID EAST LINE, A DISTANCE OF 10.00 FEET;

THENCE S.87°45'58"W. A DISTANCE OF 14.20 FEET;

THENCE S.01°54'13"E. A DISTANCE OF 10.00 FEET;

THENCE N.87°45'55"E. A DISTANCE OF 14.13 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT SITUATE AND BEING WITHIN THE CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA AND CONTAINING 142 SQUARE FEET, MORE OR LESS.

NOTES:

1. THE PROPERTY SHOWN HEREON WAS NOT ABSTRACTED FOR OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF RECORD.
2. THIS SKETCH AND DESCRIPTION IS "NOT VALID" WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. THE BEARINGS SHOWN HEREON ARE BASED ON N.87°34'11"E, ALONG THE SOUTH LINE OF PARCEL A, AS RECORDED ON THE PLAT OF DANIA POINTE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 183 PAGES 91 THRU 99, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
4. THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY (THIS IS NOT A SURVEY).
5. THIS SKETCH OF DESCRIPTION WAS PREPARED BY THIS FIRM WITHOUT THE BENEFIT OF A TITLE SEARCH. THE LEGAL DESCRIPTION SHOWN HEREON WAS AUTHORED BY STONER & ASSOCIATES, INC.
6. SEE SHEET 2 OF 2 FOR A GRAPHIC DEPICTION (SKETCH) OF THE PROPERTY DESCRIBED HEREON.

FILE: C:\Users\damian\appdata\local\temp\AcPublish_9172\14-8058 Dania Pointe U.E. 2.dwg

CERTIFICATE:

THIS IS TO CERTIFY THAT THE SKETCH AND LEGAL DESCRIPTION SHOWN HEREON IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.07, FLORIDA STATUTES.

REVISIONS	DATE	BY

THE MATERIAL SHOWN HEREON IS THE PROPERTY OF STONER & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT PERMISSION OF STONER & ASSOCIATES, INC.
COPYRIGHT©2017

DATE: Dec 19, 2017

RICHARD G. CRAWFORD Jr.

PROFESSIONAL SURVEYOR AND MAPPER NO. 5371 - STATE OF FLORIDA

DATE OF SKETCH:	DRAWN BY	CHECKED BY	FIELD BOOK
12/18/17	DRL	RGC	N/A

SEAL

NOT VALID UNLESS
SEALED HERE WITH
AN EMBOSSED
SURVEYOR'S SEAL

SHEET 1 OF 2

SKETCH NO.
14-8058 U.E. 2

4341 S.W. 62nd AVE.
Davie, Florida 33314

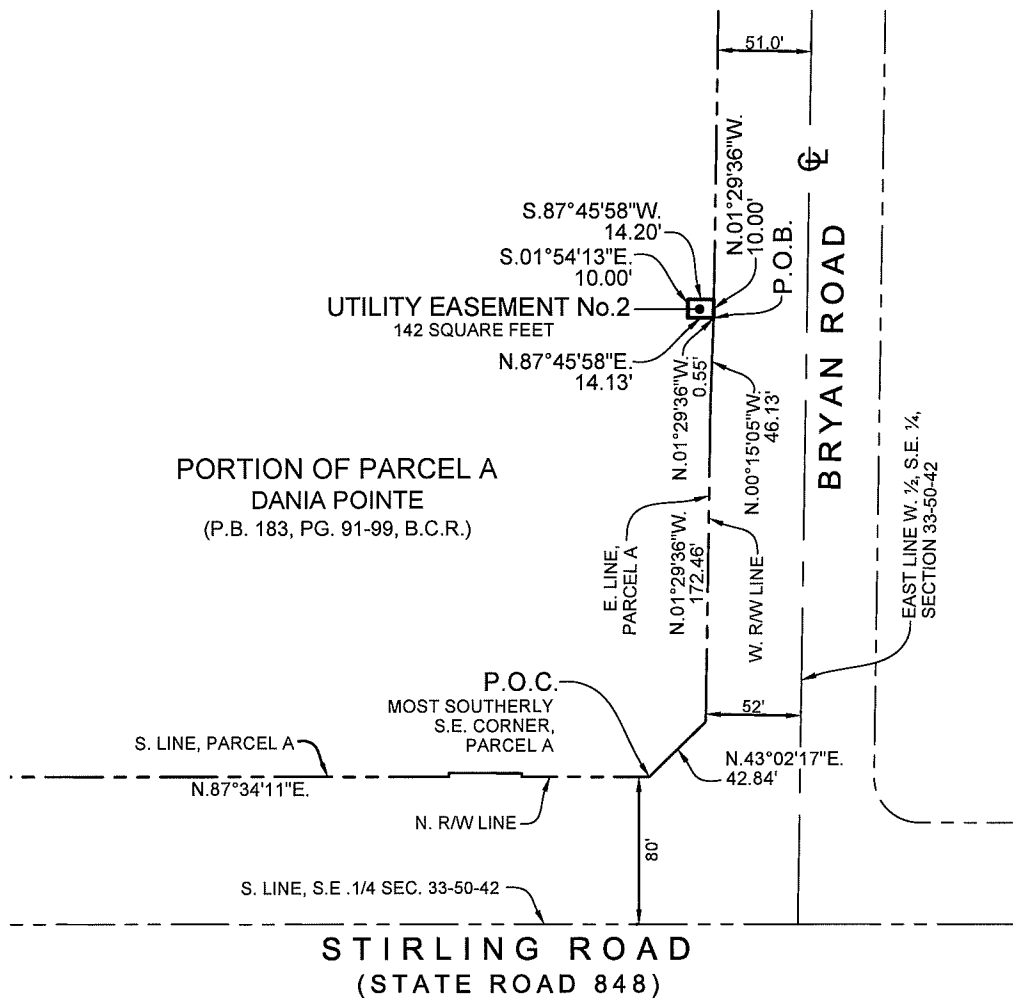


STONER & ASSOCIATES, INC.

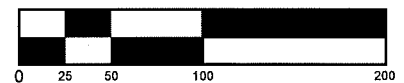
SURVEYORS - MAPPERS
Florida Licensed Survey
and Mapping Business No. 6633

Tel. (954) 585-0997
Fax (954) 585-3927

EXHIBIT "A"
SKETCH OF DESCRIPTION
UTILITY EASEMENT No.2
CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA



SCALE: 1" = 100'



GRAPHIC SCALE

LEGEND:

P.B. PLAT BOOK
PG. PAGE
B.C.R. BROWARD COUNTY RECORDS
P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
R/W RIGHT-OF-WAY
CL CENTERLINE

NOTE:
SEE SHEETS 1 OF 2 FOR THE LEGAL
DESCRIPTION OF THE PROPERTY SHOWN
GRAPHICALLY HEREON.

SHEET 2 OF 2

SKETCH NO.
14-8058 U.E. 2

OPINION OF TITLE

To: City of Dania Beach

With the understanding that this Opinion of Title is furnished to the City of Dania Beach, as inducement for acceptance of a utility easement covering the real property, hereinafter described, it is hereby certified that the following report reflects a comprehensive search of the Public Records affecting the above described property covering the period from the beginning to the 25th day of April, 2018, at the hour of 8:00 a.m. inclusive, of the following described property:

Legal Description

Include reference to and copy(ies) of original deeds vesting title to current owner(s)

See attached Exhibit "A"

I am of the opinion that on the last mentioned dated, the fee simple title to the above-described real property was vested in:

Names of all Owner(s) of Record:

Dania Live 1748, LLC, a Delaware limited liability company

pursuant to Special Warranty Deed recorded in Official Records Book 51181, Page 1376 of the Public Records of Broward County, Florida.

Subject to the following:

Mortgage(s) of Record (*if none, state none*): **NONE**

List of easements and Rights-of-Way lying within the plat boundaries (*if none, state none*). (Attach copies of all recorded document(s) [excluding recorded plats] – ALL DOCUMENTS RECORDED IN THE OFFICIAL RECORDS OF BROWARD COUNTY, FLORIDA.

Plat of Dania Point recorded in Plat Book 183, Page 91 of the Public Records of Broward County, Florida.

[SIGNATURE ON FOLLOWING PAGE]

I HEREBY CERTIFY that the foregoing report reflects a comprehensive search of the Public Records of Broward County, Florida, affecting the above described property. I further certify that I am an attorney-at-law duly admitted to practice in the State of Florida and a member in good standing of the Florida Bar. Respectfully submitted this ____ day of May, 2018.

GREENSPOON MARDER, P.A.



By Mark J. Lynn, Esq., for the firm
Florida Bar No. 0085741

Exhibit "A"

LEGAL DESCRIPTION OF UTILITY EASEMENT No. 2 CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA

LEGAL DESCRIPTION:

A UTILITY EASEMENT BEING A PORTION OF PARCEL A, DANIA POINTE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 183 PAGES 91 THRU 99, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST SOUTHERLY SOUTHEAST CORNER OF SAID PARCEL A;

THENCE N.43°02'17"E. A DISTANCE OF 42.84 FEET;

THENCE N.01°29'36"W. A DISTANCE OF 172.46 FEET;

THENCE N.00°15'05"W. A DISTANCE OF 46.13 FEET;

THENCE N.01°29'36"W. A DISTANCE OF 0.55 FEET TO THE POINT OF BEGINNING, LAST MENTIONED 4 COURSES BEING COINCIDENT WITH THE EAST LINE OF SAID PARCEL A;

THENCE CONTINUE N.01°29'36"W. ALONG SAID EAST LINE, A DISTANCE OF 10.00 FEET;

THENCE S.87°45'58"W. A DISTANCE OF 14.20 FEET;

THENCE S.01°54'13"E. A DISTANCE OF 10.00 FEET;

THENCE N.87°45'55"E. A DISTANCE OF 14.13 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT SITUATE AND BEING WITHIN THE CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA.

City of Dania Beach
Public Services Department

Exhibit# 1
Utility Easement No.3

This instrument was prepared by
and return recorded copy to:

Lawrence Allen Raab, Esq.
Weiss Serota Helfman Cole & Bierman, P.L.
2525 Ponce de Leon Boulevard, Suite 700
Coral Gables, Florida 33134

Folio Number _____

EASEMENT AGREEMENT
(Water, Wastewater, and General Utilities)

THIS EASEMENT AGREEMENT ("Agreement") is made on _____, 2018 by **DANIA LIVE 1748, LLC**, a Delaware limited liability company ("**Grantor**") whose mailing address is 3333 New Hyde Park Road, Suite 200, New Hyde Park, New York, 11042, in favor of **CITY OF DANIA BEACH**, a Florida municipal corporation ("**City**") whose mailing address is 100 W. Dania Beach Boulevard, Dania Beach, Florida 33004.

RECITALS:

Grantor is the owner of certain real property located in Broward County, Florida as more particularly described on **Exhibit "A"** ("**Property**").

Grantor has previously installed potable water, sanitary sewer, and wastewater drainage infrastructure on the Property ("**Infrastructure**"), ownership of which will be transferred to City, in whole or in part.

In order for City to construct, install, inspect, maintain, repair, replace, remove, and operate the Infrastructure, City needs to acquire a permanent, non-exclusive utility easement, and rights of ingress, egress and access under, over, upon, and across the Property.

Grantor has full power and authority to enter into this Agreement and to grant an easement to the City over that real property located in the City, more particularly described on **Exhibit "B"**, attached hereto and incorporated herein ("**Easement Area**").

Grantor is willing to grant to the City an easement under, over, across and through a portion of the Property for the purpose of constructing, installing, inspecting, maintaining, repairing, replacing, removing, and operating the Infrastructure, together with rights of ingress and egress, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, Grantor and City agree as follows:

1. **Recitals.** The parties acknowledge that the foregoing recitals are true and correct and hereby incorporated into this Easement as if fully set forth herein.

2. **Grant of Easement.** Grantor hereby grants and conveys to City and its employees, agents, contractors, successors and assigns, a perpetual non-exclusive easement ("**Easement**") over, upon, across, and under the Easement Area for the purpose of constructing, installing, inspecting, maintaining, repairing, replacing, removing, and operating the Infrastructure, as well as for ingress and egress, with full right and

authority to enter upon and excavate the Easement Area in order to construct, install, inspect, maintain, repair, replace, remove, and operate the Infrastructure as the City may, in its sole discretion, determine. Grantor also grants City a license to temporarily locate its equipment on any portion of the Property mutually agreed upon by Grantor and City adjoining the Easement Area as may be necessary to perform the foregoing.

3. **Improvements and Restoration.** In the event City exercises its rights as set forth in Section 2 hereof, City shall, subject to the work described in Section 2, restore the Property and any improvements thereon to their prior existing condition at no cost or expense to Grantor unless such restoration is required due to the acts or omissions of Grantor. In exercising its rights hereunder, City shall use reasonable efforts to minimize any impacts to Grantor's ongoing activities on the Property. At no time will the City's activities on the Property interfere with ingress or egress to and from the Property by patrons, employees and invitees.

4. **Representations.** Grantor represents to the City that (a) Grantor has full power and authority to enter into this Agreement and to grant the Easement to City; and (b) all company approvals, authorizations and consents required for the execution and delivery of this Agreement by the Grantor have been obtained.

5. **Covenants Running with the Land.** This Agreement and the Easement hereby granted will run with the land and will be binding upon and inure to the benefit of the parties and their respective successors and assigns.

6. **Attorneys' Fees.** In the event a party institutes any legal action or proceedings for the enforcement of any right or obligation herein contained, the prevailing party will be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

7. **Amendment or Termination.** This Agreement may be amended, modified or terminated only by a written instrument signed by both parties or their respective successors and assigns, which instrument will only become effective when recorded in the Public Records of Broward County, Florida.

8. **Governing Laws.** The laws of the State of Florida shall govern the interpretation, validity, performance and enforcement of this Easement. Venue for any action brought hereunder shall be brought exclusively in Broward County, Florida.

9. **Successors and Assigns.** This Agreement will be binding upon the successors and assigns of Grantor and the City.

10. **Limit of Liability.** Grantor acknowledges and agrees that should the City, its officers, employees, or agents be found liable for any damage in connection with the Improvements due to the actions or omissions of the City, its officers, employees, or agents, then such damages shall be subject to the provisions and monetary limitations of Section 768.28(5), Florida Statutes, which limitations shall be applicable regardless of whether such provisions would otherwise apply, and to the extent permitted by law.

[Remainder of page intentionally left blank]

This Agreement is being signed by the parties as of the date set forth on the first page.

Witnesses (2 required):

Signature: Tracy Zant

Print Name: Tracy Zant

Signature: Michael Reigner

Print Name: Michael Reigner

GRANTOR:

DANIA LIVE 1748, LLC, a Delaware limited liability company

By: [Signature]

Name: Joseph Denis, Vice President

Title: _____

ACKNOWLEDGMENT

STATE OF ~~FLORIDA~~ North Carolina
COUNTY OF ~~MIAMI-DADE~~ Mecklenburg

The foregoing instrument was acknowledged before me on May 14, 2018, by Joseph Denis, as vice president, of **DANIA LIVE 1748, LLC**, a Delaware limited liability company, who is ☒ personally known to me or who has ☐ produced a Florida Driver's license as identification.



[Signature]
Notary Public, State of ~~Florida~~ North Carolina
Ashley Weatherly
Print Name of Notary

Commission No. 200909900033

Commission Expires: 02/16/2020

JOINDER AND CONSENT OF TENANT

The undersigned _____ the Tenant under that certain unrecorded Lease Agreement with **DANIA LIVE 1748, LLC**, a Delaware limited liability company, dated _____, covering all/or a portion of the Property described in the foregoing Easement Agreement granted to the City of Dania Beach, a Florida municipal corporation, does hereby join in and consent to the terms and conditions of the Easement Agreement, and acknowledges and agrees that the terms and conditions of the Easement Agreement are and shall be binding upon the undersigned and its successors and/or assigns in title.

IN WITNESS WHEREOF, these presents have been executed this ____ day of _____, 2018.

Witnesses:

TENANT:

Signature

Print Name

Signature

Print Name

By:

Print Name:

Title:

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

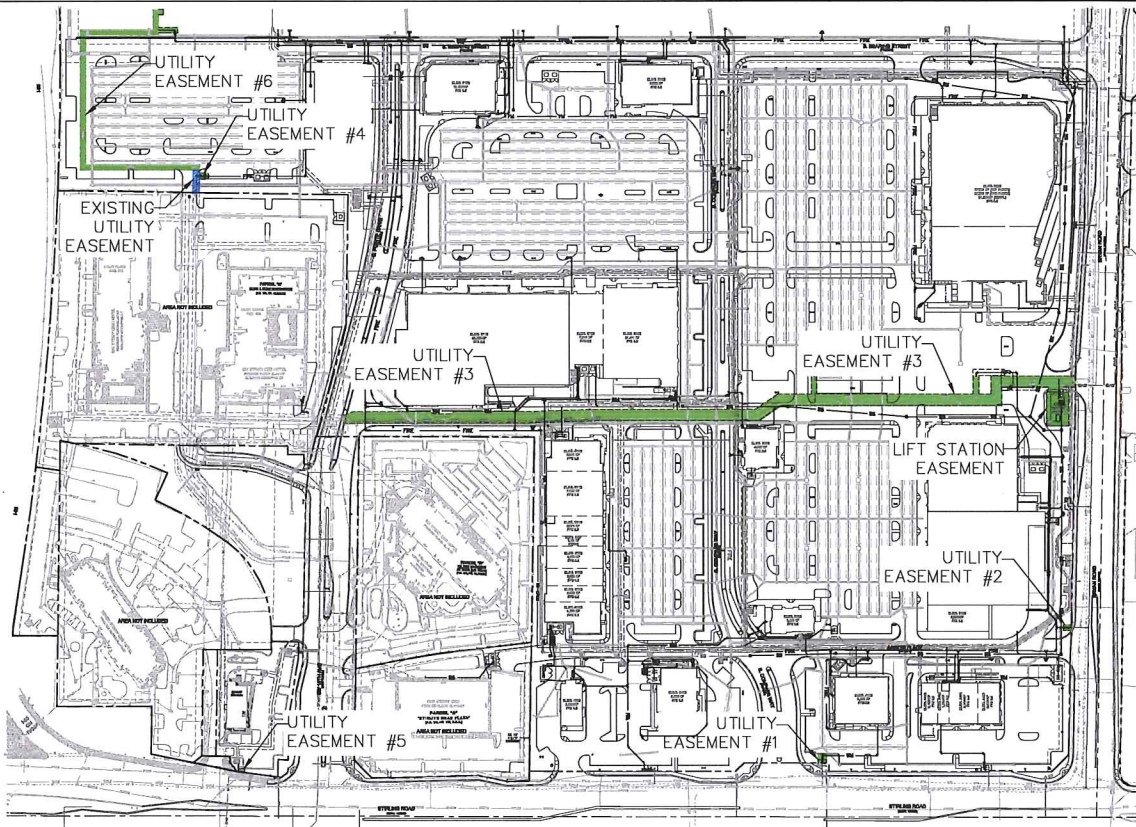
The foregoing instrument was acknowledged before me by _____, the _____ of _____, on behalf of the company. He/She is personally known to me or has produced _____, as identification.

Witness my signature and official seal this ____ day of _____, 2018 in the County and State aforesaid.

NOTARY PUBLIC, State of _____
Print Name: _____
Commission No.: _____
Commission Expires: _____

EXHIBIT “A”

PROPERTY



Kimley»Horn

© 2018 KIMLEY-HORN AND ASSOCIATES, INC.
445 24TH STREET, SUITE 200, VERO BEACH, FL 33980
PHONE: 772-794-4100
WWW.KIMLEY-HORN.COM CA 00000668

DANIA POINTE - PHASE I

EASEMENT KEY MAP

SHEET NUMBER

EXHIBIT

**EXHIBIT “B”
EASEMENT AREA**



STONER & ASSOCIATES, INC.

SURVEYORS - MAPPERS
Florida Licensed Survey
and Mapping Business No. 6633

4341 S.W. 62nd Avenue
Davie, Florida 33314

Tel. (954) 585-0997
Fax (954) 585-3927

EXHIBIT "A"
LEGAL DESCRIPTION OF
UTILITY EASEMENT No.3
CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA

LEGAL DESCRIPTION:

A UTILITY EASEMENT BEING A PORTION OF PARCEL A, DANIA POINTE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 183 PAGES 91 THRU 99, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS"

COMMENCE AT THE MOST SOUTHERLY SOUTHEAST CORNER OF SAID PARCEL A;

THENCE N.43°02'17"E. A DISTANCE OF 42.84 FEET;

THENCE N.01°29'36"W. A DISTANCE OF 172.46 FEET;

THENCE N.00°15'05"W. A DISTANCE OF 46.13 FEET;

THENCE N.01°29'36"W. A DISTANCE OF 428.52 FEET TO THE POINT OF BEGINNING, LAST MENTIONED 4 COURSES BEING COINCIDENT WITH THE EAST LINE OF SAID PARCEL A;

THENCE N.01°29'36"W. ALONG SAID EAST LINE, A DISTANCE OF 20.00 FEET;

THENCE S.87°27'12"W. A DISTANCE OF 150.17 FEET;

THENCE S.02°32'56"E. A DISTANCE OF 31.74 FEET;

THENCE S.87°27'12"W. A DISTANCE OF 20.98 FEET;

THENCE N.02°32'48"W. A DISTANCE OF 33.32 FEET;

THENCE S.87°28'07"W. A DISTANCE OF 10.00 FEET;

THENCE S.02°32'48"E. A DISTANCE OF 33.32 FEET;

THENCE S.87°27'12"W. A DISTANCE OF 276.02 FEET;

THENCE N.02°32'49"W. A DISTANCE OF 41.45 FEET;

THENCE S.87°27'12"W. A DISTANCE OF 10.00 FEET;

THENCE S.02°32'49"E. A DISTANCE OF 41.45 FEET;

THENCE S.87°27'12"W. A DISTANCE OF 60.04 FEET;

THENCE S.53°42'12"W. A DISTANCE OF 47.23 FEET;

THENCE S.87°27'12"W. A DISTANCE OF 283.08 FEET;

THENCE S.85°32'39"W. A DISTANCE OF 120.07 FEET;

THENCE S.87°27'12"W. A DISTANCE OF 131.77 FEET;

THENCE S.42°27'12"W. A DISTANCE OF 5.66 FEET;

THENCE S.87°27'12"W. A DISTANCE OF 31.68 FEET;

THENCE N.47°32'48"W. A DISTANCE OF 5.66 FEET;

THENCE S.87°27'12"W. A DISTANCE OF 138.39 FEET;

THENCE S.64°55'42"W. A DISTANCE OF 14.25 FEET;

THENCE S.87°19'05"W. A DISTANCE OF 3.19 FEET

LEGAL DESCRIPTION: CONTINUED

TO A POINT ON THE MOST EASTERLY SIDELINE OF A 12 FOOT WIDE WATER MAIN EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 47454, PAGE 1372 OF THE SAID PUBLIC RECORDS;

THENCE S.02°42'18"E. ALONG SAID MOST EASTERLY SIDELINE, A DISTANCE OF 14.53 FEET;

THENCE N.87°27'12"E. A DISTANCE OF 326.48 FEET;

THENCE N.85°32'39"E. A DISTANCE OF 120.07 FEET;

THENCE N.87°27'12"E. A DISTANCE OF 288.81 FEET;

THENCE N.53°42'12"E. A DISTANCE OF 47.23 FEET;

THENCE N.87°27'12"E. A DISTANCE OF 390.97 FEET;

THENCE N.02°32'56"W. A DISTANCE OF 31.74 FEET;

THENCE N.87°27'12"E. A DISTANCE OF 9.55 FEET;

THENCE S.02°32'48"E. A DISTANCE OF 5.00 FEET;

THENCE N.87°27'12"E. A DISTANCE OF 51.34 FEET;

THENCE N.02°32'49"W. A DISTANCE OF 5.00 FEET;

THENCE N.87°27'12"E. A DISTANCE OF 20.37 FEET;

THENCE S.02°32'48"E. A DISTANCE OF 8.18 FEET;

THENCE N.87°27'12"E. A DISTANCE OF 27.19 FEET;

THENCE N.02°32'48"W. A DISTANCE OF 8.18 FEET;

THENCE N.87°27'12"E. A DISTANCE OF 21.34 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT SITUATE AND BEING WITHIN THE CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA AND CONTAINING 27,737 SQUARE FEET, MORE OR LESS.

NOTES:

1. THE PROPERTY SHOWN HEREON WAS NOT ABSTRACTED FOR OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF RECORD.
2. THIS SKETCH AND DESCRIPTION IS "NOT VALID" WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. THE BEARINGS SHOWN HEREON ARE BASED ON N.87°34'11"E, ALONG THE SOUTH LINE OF PARCEL A, AS RECORDED ON THE PLAT OF DANIA POINTE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 183 PAGES 91 THRU 99, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
4. THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY (THIS IS NOT A SURVEY).
5. THIS SKETCH OF DESCRIPTION WAS PREPARED BY THIS FIRM WITHOUT THE BENEFIT OF A TITLE SEARCH. THE LEGAL DESCRIPTION SHOWN HEREON WAS AUTHORED BY STONER & ASSOCIATES, INC.
6. SEE SHEETS 2 AND 3 OF 4 FOR A GRAPHIC DEPICTION (SKETCH) OF THE PROPERTY DESCRIBED HEREON.

FILE: C:\Users\damian\appdata\local\temp\AcPublish_14836\14-8058 Dania Pointe U.E. 3.dwg

CERTIFICATE:

THIS IS TO CERTIFY THAT THE SKETCH AND LEGAL DESCRIPTION SHOWN HEREON IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.07, FLORIDA STATUTES.

REVISIONS	DATE	BY

DATE: Dec 19, 2017

RICHARD G. CRAWFORD Jr.

PROFESSIONAL SURVEYOR AND MAPPER NO. 5371 -- STATE OF FLORIDA

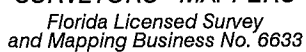
THE MATERIAL SHOWN HEREON IS THE PROPERTY OF STONER & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT PERMISSION OF STONER & ASSOCIATES, INC.
COPYRIGHT©2017

DATE OF SKETCH:	DRAWN BY	CHECKED BY	FIELD BOOK
12/18/17	DRL	RGC	N/A

SEAL
NOT VALID UNLESS
SEALED HERE WITH
AN EMBOSSED
SURVEYOR'S SEAL

SHEET 1 OF 4

SKETCH NO.
14-8058_U.E. 3



Fax (954) 585-3927

SKETCH NO.
14-8058 U.E. 3

4341 S.W. 62nd AVE.
Davie, Florida 33314



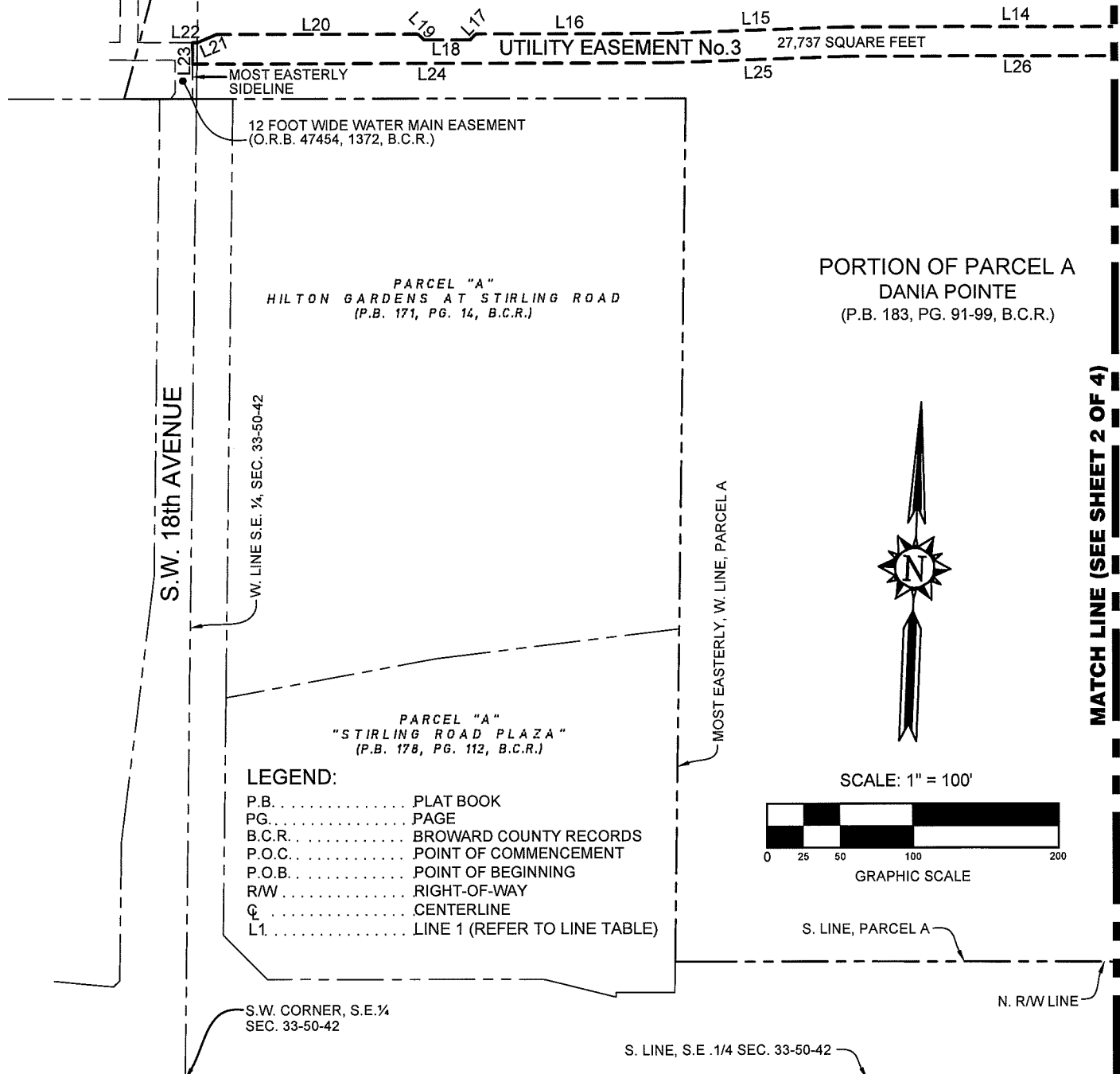
STONER & ASSOCIATES, INC.

SURVEYORS - MAPPERS
Florida Licensed Survey
and Mapping Business No. 6633

Tel. (954) 585-0997
Fax (954) 585-3927

EXHIBIT "A"
**SKETCH OF DESCRIPTION
UTILITY EASEMENT No.3**
CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA

PORTION OF PARCEL A
DANIA POINTE
(P.B. 183, PG. 91-99, B.C.R.)



NOTE:
SEE SHEET 1 OF 4 FOR THE LEGAL
DESCRIPTION OF THE PROPERTY SHOWN
GRAPHICALLY HEREON.

STIRLING ROAD
(STATE ROAD 848)

SHEET 3 OF 4

SKETCH NO.
14-8058 U.E. 3

4341 S.W. 62nd AVE.
Davie, Florida 33314



STONER & ASSOCIATES, INC.

SURVEYORS - MAPPERS

Florida Licensed Survey
and Mapping Business No. 6633

Tel. (954) 585-0997

Fax (954) 585-3927

EXHIBIT "A"

**SKETCH OF DESCRIPTION
UTILITY EASEMENT No.3
CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA**

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N.01°29'36"W.	20.00'
L2	S.87°27'12"W.	150.17'
L3	S.02°32'56"E.	31.74'
L4	S.87°27'12"W.	20.98'
L5	N.02°32'48"W.	33.32'
L6	S.87°28'07"W.	10.00'
L7	S.02°32'48"E.	33.32'
L8	S.87°27'12"W.	276.02'
L9	N.02°32'49"W.	41.45'
L10	S.87°27'12"W.	10.00'
L11	S.02°32'49"E.	41.45'
L12	S.87°27'12"W.	60.04'
L13	S.53°42'12"W.	47.23'
L14	S.87°27'12"W.	283.08'
L15	S.85°32'39"W.	120.07'
L16	S.87°27'12"W.	131.77'
L17	S.42°27'12"W.	5.66'
L18	S.87°27'12"W.	31.68'
L19	N.47°32'48"W.	5.66'
L20	S.87°27'12"W.	138.39'
L21	S.64°55'42"W.	14.25'
L22	S.87°19'05"W.	3.19'
L23	S.02°42'18"E.	14.53'
L24	N.87°27'12"E.	326.48'
L25	N.85°32'39"E.	120.07'
L26	N.87°27'12"E.	288.81'
L27	N.53°42'12"E.	47.23'
L28	N.87°27'12"E.	390.97'
L29	N.02°32'56"W.	31.74'
L30	N.87°27'12"E.	9.55'
L31	S.02°32'48"E.	5.00'
L32	N.87°27'12"E.	51.34'
L33	N.02°32'49"W.	5.00'
L34	N.87°27'12"E.	20.37'
L35	S.02°32'48"E.	8.18'
L36	N.87°27'12"E.	27.19'
L37	N.02°32'48"W.	8.18'
L38	N.87°27'12"E.	21.34'

OPINION OF TITLE

To: City of Dania Beach

With the understanding that this Opinion of Title is furnished to the City of Dania Beach, as inducement for acceptance of a utility easement covering the real property, hereinafter described, it is hereby certified that the following report reflects a comprehensive search of the Public Records affecting the above described property covering the period from the beginning to the 25th day of April, 2018, at the hour of 8:00 a.m. inclusive, of the following described property:

Legal Description

Include reference to and copy(ies) of original deeds vesting title to current owner(s)

See attached Exhibit "A"

I am of the opinion that on the last mentioned dated, the fee simple title to the above-described real property was vested in:

Names of all Owner(s) of Record:

Dania Live 1748, LLC, a Delaware limited liability company

pursuant to Special Warranty Deed recorded in Official Records Book 51181, Page 1376 of the Public Records of Broward County, Florida.

Subject to the following:

Mortgage(s) of Record (*if none, state none*): **NONE**

List of easements and Rights-of-Way lying within the plat boundaries (*if none, state none*). (Attach copies of all recorded document(s) [excluding recorded plats] – ALL DOCUMENTS RECORDED IN THE OFFICIAL RECORDS OF BROWARD COUNTY, FLORIDA.

Plat of Dania Point recorded in Plat Book 183, Page 91 of the Public Records of Broward County, Florida.

[SIGNATURE ON FOLLOWING PAGE]

I HEREBY CERTIFY that the foregoing report reflects a comprehensive search of the Public Records of Broward County, Florida, affecting the above described property. I further certify that I am an attorney-at-law duly admitted to practice in the State of Florida and a member in good standing of the Florida Bar. Respectfully submitted this _____ day of May, 2018.

GREENSPOON MARDER, P.A.



By Mark J. Lynn, Esq., for the firm
Florida Bar No. 0085741

Exhibit "A"

LEGAL DESCRIPTION OF UTILITY EASEMENT No. 3 CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA

LEGAL DESCRIPTION:

A UTILITY EASEMENT BEING A PORTION OF PARCEL A, DANIA POINTE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 183 PAGES 91 THRU 99, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCE AT THE MOST SOUTHERLY SOUTHEAST CORNER OF SAID PARCEL A;
THENCE N.43°02'17"E. A DISTANCE OF 42.84 FEET;
THENCE N.01°29'36"W. A DISTANCE OF 172.46 FEET;
THENCE N.00°15'05"W. A DISTANCE OF 46.13 FEET;
THENCE N.01°29'36"W. A DISTANCE OF 428.52 FEET TO THE POINT OF BEGINNING, LAST MENTIONED 4 COURSES BEING COINCIDENT WITH THE EAST LINE OF PARCEL A;
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THENCE S.53°42'12"W. A DISTANCE OF 47.23 FEET;
THENCE S.87°27'12"W. A DISTANCE OF 283.08 FEET;
THENCE S.85°32'39"W. A DISTANCE OF 120.07 FEET;
THENCE S.87°27'12"W. A DISTANCE OF 131.77 FEET;
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THENCE S.87°27'12"W. A DISTANCE OF 31.68 FEET;
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TO A POINT ON THE MOST EASTERLY SIDELINE OF A 12 FOOT WIDE
WATER MAIN EASEMENT RECORDED IN OFFICIAL RECORDS BOOK
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FEET;
THENCE N.87°27'12"E. A DISTANCE OF 326.48 FEET;
THENCE N.85°32'39"E. A DISTANCE OF 120.07 FEET;
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**THENCE N.02°32'49"W. A DISTANCE OF 5.00 FEET;
THENCE N.87°27'12"E. A DISTANCE OF 20.37 FEET;
THENCE S.02°32'48"E. A DISTANCE OF 8.18 FEET;
THENCE N.87°27'12"E. A DISTANCE OF 27.19 FEET;
THENCE N.02°32'48"W. A DISTANCE OF 8.18 FEET;
THENCE N.87°27'12"E. A DISTANCE OF 21.34 FEET TO THE POINT OF BEGINNING.**

**SAID EASEMENT SITUATE AND BEING WITHIN THE CITY OF DANIA BEACH, BROWARD
COUNTY, FLORIDA.**

City of Dania Beach
Public Services Department

Exhibit# 1
Utility Easement No.4

This instrument was prepared by
and return recorded copy to:

Lawrence Allen Raab, Esq.
Weiss Serota Helfman Cole & Bierman, P.L.
2525 Ponce de Leon Boulevard, Suite 700
Coral Gables, Florida 33134

Folio Number _____

EASEMENT AGREEMENT
(Water, Wastewater, and General Utilities)

THIS EASEMENT AGREEMENT ("Agreement") is made on _____, 2018 by **DANIA LIVE 1748, LLC**, a Delaware limited liability company ("**Grantor**") whose mailing address is 3333 New Hyde Park Road, Suite 200, New Hyde Park, New York, 11042, in favor of **CITY OF DANIA BEACH**, a Florida municipal corporation ("**City**") whose mailing address is 100 W. Dania Beach Boulevard, Dania Beach, Florida 33004.

RECITALS:

Grantor is the owner of certain real property located in Broward County, Florida as more particularly described on **Exhibit "A"** ("**Property**").

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In order for City to construct, install, inspect, maintain, repair, replace, remove, and operate the Infrastructure, City needs to acquire a permanent, non-exclusive utility easement, and rights of ingress, egress and access under, over, upon, and across the Property.

Grantor has full power and authority to enter into this Agreement and to grant an easement to the City over that real property located in the City, more particularly described on **Exhibit "B"**, attached hereto and incorporated herein ("**Easement Area**").

Grantor is willing to grant to the City an easement under, over, across and through a portion of the Property for the purpose of constructing, installing, inspecting, maintaining, repairing, replacing, removing, and operating the Infrastructure, together with rights of ingress and egress, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, Grantor and City agree as follows:

1. **Recitals.** The parties acknowledge that the foregoing recitals are true and correct and hereby incorporated into this Easement as if fully set forth herein.
2. **Grant of Easement.** Grantor hereby grants and conveys to City and its employees, agents, contractors, successors and assigns, a perpetual non-exclusive easement ("**Easement**") over, upon, across, and under the Easement Area for the purpose of constructing, installing, inspecting, maintaining, repairing, replacing, removing, and operating the Infrastructure, as well as for ingress and egress, with full right and

authority to enter upon and excavate the Easement Area in order to construct, install, inspect, maintain, repair, replace, remove, and operate the Infrastructure as the City may, in its sole discretion, determine. Grantor also grants City a license to temporarily locate its equipment on any portion of the Property mutually agreed upon by Grantor and City adjoining the Easement Area as may be necessary to perform the foregoing.

3. **Improvements and Restoration.** In the event City exercises its rights as set forth in Section 2 hereof, City shall, subject to the work described in Section 2, restore the Property and any improvements thereon to their prior existing condition at no cost or expense to Grantor unless such restoration is required due to the acts or omissions of Grantor. In exercising its rights hereunder, City shall use reasonable efforts to minimize any impacts to Grantor's ongoing activities on the Property. At no time will the City's activities on the Property interfere with ingress or egress to and from the Property by patrons, employees and invitees.

4. **Representations.** Grantor represents to the City that (a) Grantor has full power and authority to enter into this Agreement and to grant the Easement to City; and (b) all company approvals, authorizations and consents required for the execution and delivery of this Agreement by the Grantor have been obtained.

5. **Covenants Running with the Land.** This Agreement and the Easement hereby granted will run with the land and will be binding upon and inure to the benefit of the parties and their respective successors and assigns.

6. **Attorneys' Fees.** In the event a party institutes any legal action or proceedings for the enforcement of any right or obligation herein contained, the prevailing party will be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

7. **Amendment or Termination.** This Agreement may be amended, modified or terminated only by a written instrument signed by both parties or their respective successors and assigns, which instrument will only become effective when recorded in the Public Records of Broward County, Florida.

8. **Governing Laws.** The laws of the State of Florida shall govern the interpretation, validity, performance and enforcement of this Easement. Venue for any action brought hereunder shall be brought exclusively in Broward County, Florida.

9. **Successors and Assigns.** This Agreement will be binding upon the successors and assigns of Grantor and the City.

10. **Limit of Liability.** Grantor acknowledges and agrees that should the City, its officers, employees, or agents be found liable for any damage in connection with the Improvements due to the actions or omissions of the City, its officers, employees, or agents, then such damages shall be subject to the provisions and monetary limitations of Section 768.28(5), Florida Statutes, which limitations shall be applicable regardless of whether such provisions would otherwise apply, and to the extent permitted by law.

[Remainder of page intentionally left blank]

This Agreement is being signed by the parties as of the date set forth on the first page.

Witnesses (2 required):

Signature: Tracy Zant

Print Name: Tracy Zant

Signature: Miley

Print Name: Michael Rayner

GRANTOR:

DANIA LIVE 1748, LLC, a Delaware limited liability company

By: [Signature]

Name: Joseph Denis, Vice President

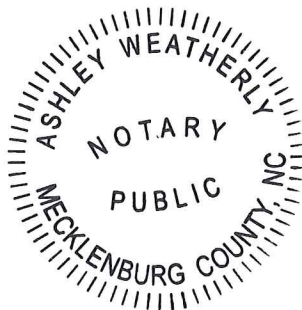
Title: _____

ACKNOWLEDGMENT

STATE OF ~~FLORIDA~~ North Carolina
COUNTY OF ~~MIAMI-DADE~~ Mecklenburg

The foregoing instrument was acknowledged before me on May 14, 2018, by Joseph Denis, as vice president, of **DANIA LIVE 1748, LLC**, a Delaware limited liability company, who is [☒] personally known to me or who has [☐] produced a Florida Driver's license as identification.

[SEAL]



[Signature]
Notary Public, State of ~~Florida~~ North Carolina
Ashley Weatherly
Print Name of Notary

Commission No. 200909900033

Commission Expires: 02/16/2020

JOINDER AND CONSENT OF TENANT

The undersigned _____ the Tenant under that certain unrecorded Lease Agreement with **DANIA LIVE 1748, LLC**, a Delaware limited liability company, dated _____, covering all/or a portion of the Property described in the foregoing Easement Agreement granted to the City of Dania Beach, a Florida municipal corporation, does hereby join in and consent to the terms and conditions of the Easement Agreement, and acknowledges and agrees that the terms and conditions of the Easement Agreement are and shall be binding upon the undersigned and its successors and/or assigns in title.

IN WITNESS WHEREOF, these presents have been executed this ____ day of _____, 2018.

Witnesses:

TENANT:

Signature

Print Name

Signature

Print Name

By:

Print Name:

Title:

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

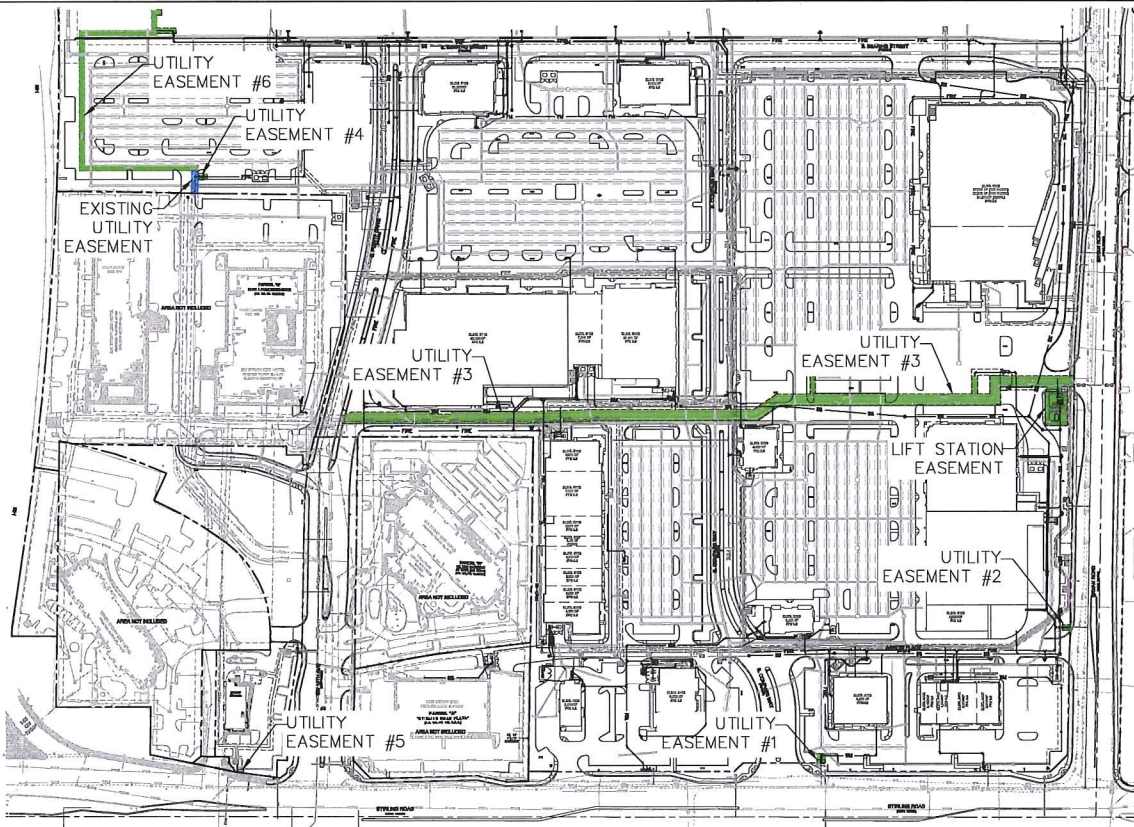
The foregoing instrument was acknowledged before me by _____, the _____ of _____, on behalf of the company. He/She is personally known to me or has produced _____, as identification.

Witness my signature and official seal this ____ day of _____, 2018 in the County and State aforesaid.

NOTARY PUBLIC, State of _____
Print Name: _____
Commission No.: _____
Commission Expires: _____

EXHIBIT “A”

PROPERTY



Kimley»Horn

© 2018 KIMLEY-HORN AND ASSOCIATES, INC.
445 24TH STREET, SUITE 200, VERO BEACH, FL 32960
TEL: 772-794-4100
WWW.KIMLEY-HORN.COM CA 00000468

DANIA POINTE - PHASE I

EASEMENT KEY MAP

SHEET NUMBER

EXHIBIT

EXHIBIT "B"
EASEMENT AREA

4341 S.W. 62nd Avenue
Davie, Florida 33314



STONER & ASSOCIATES, INC.

SURVEYORS - MAPPERS
Florida Licensed Survey
and Mapping Business No. 6633

Tel. (954) 585-0997
Fax (954) 585-3927

EXHIBIT "A"
LEGAL DESCRIPTION OF
UTILITY EASEMENT No.4
CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA

LEGAL DESCRIPTION:

A UTILITY EASEMENT BEING A PORTION OF PARCEL A, DANIA POINTE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 183 PAGES 91 THRU 99, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS"

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER (S.E.¼) OF SECTION 33, TOWNSHIP 50 SOUTH, RANGE 42 EAST;

THENCE N.01°41'47"W. ALONG THE WEST LINE OF SAID SOUTHEAST ONE-QUARTER (S.E.¼), A DISTANCE OF 668.72 FEET TO A POINT ON THE NORTHERLY SOUTH LINE OF SAID PARCEL "A";

THENCE S.87°30'08"W. ALONG SAID NORTHERLY LINE, A DISTANCE OF 10.23 FEET TO A POINT ON THE CENTERLINE OF A 12 FOOT WIDE WATER MAIN EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 47454, PAGE 1372 OF THE SAID PUBLIC RECORDS;

THENCE N.31°47'27"E. ALONG SAID CENTERLINE, A DISTANCE OF 2.97 FEET;

THENCE N.02°40'55"W. A DISTANCE OF 29.89 FEET;

THENCE S.87°52'08"W. A DISTANCE OF 37.38 FEET;

THENCE N.01°49'32"W. A DISTANCE OF 303.72 FEET;

THENCE S.87°22'07"W. A DISTANCE OF 222.59 FEET;

THENCE N.00°59'18"W. A DISTANCE OF 48.60 FEET;

THENCE N.01°24'18"W. A DISTANCE OF 69.53 FEET, LAST MENTIONED 6 COURSES BEING COINCIDENT WITH SAID CENTERLINE;

THENCE N.87°27'12"E. A DISTANCE OF 6.00 FEET TO THE POINT OF BEGINNING.

THENCE CONTINUE N.87°27'12"E. A DISTANCE OF 3.87 FEET;

THENCE S.50°09'44"E. A DISTANCE OF 8.62 FEET;

THENCE N.39°50'16"E. A DISTANCE OF 11.25 FEET;

THENCE N.50°09'44"W. A DISTANCE OF 11.12 FEET;

THENCE S.87°27'12"W. A DISTANCE OF 9.40 FEET;

THENCE S.01°24'18"E. A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT SITUATE AND BEING WITHIN THE CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA AND CONTAINING 177 SQUARE FEET, MORE OR LESS.

NOTES:

1. THE PROPERTY SHOWN HEREON WAS NOT ABSTRACTED FOR OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF RECORD.
2. THIS SKETCH AND DESCRIPTION IS "NOT VALID" WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. THE BEARINGS SHOWN HEREON ARE BASED ON N.87°34'11"E, ALONG THE SOUTH LINE OF PARCEL A, AS RECORDED ON THE PLAT OF DANIA POINTE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 183 PAGES 91 THRU 99, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
4. THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY (THIS IS NOT A SURVEY).
5. THIS SKETCH OF DESCRIPTION WAS PREPARED BY THIS FIRM WITHOUT THE BENEFIT OF A TITLE SEARCH. THE LEGAL DESCRIPTION SHOWN HEREON WAS AUTHORED BY STONER & ASSOCIATES, INC.
6. SEE SHEET 2 OF 2 FOR A GRAPHIC DEPICTION (SKETCH) OF THE PROPERTY DESCRIBED HEREON.

FILE: C:\Users\damian\appdata\local\temp\AcPublish_9172\14-8058 Dania Pointe U.E. 4.dwg

CERTIFICATE:

THIS IS TO CERTIFY THAT THE SKETCH AND LEGAL DESCRIPTION SHOWN HEREON IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.07, FLORIDA STATUTES.

REVISIONS	DATE	BY

THE MATERIAL SHOWN HEREON IS THE PROPERTY OF STONER & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT PERMISSION OF STONER & ASSOCIATES, INC.
COPYRIGHT©2017

DATE: Dec 19, 2017
RICHARD G. CRAWFORD Jr.
PROFESSIONAL SURVEYOR AND MAPPER NO. 5371 - STATE OF FLORIDA

DATE OF SKETCH:	DRAWN BY	CHECKED BY	FIELD BOOK
12/18/17	DRL	RGC	N/A

SEAL

NOT VALID UNLESS
SEALED HERE WITH
AN EMBOSSED
SURVEYOR'S SEAL

SHEET 1 OF 2

SKETCH NO.
14-8058 U.E. 4

4341 S.W. 62nd AVE.
Davie, Florida 33314



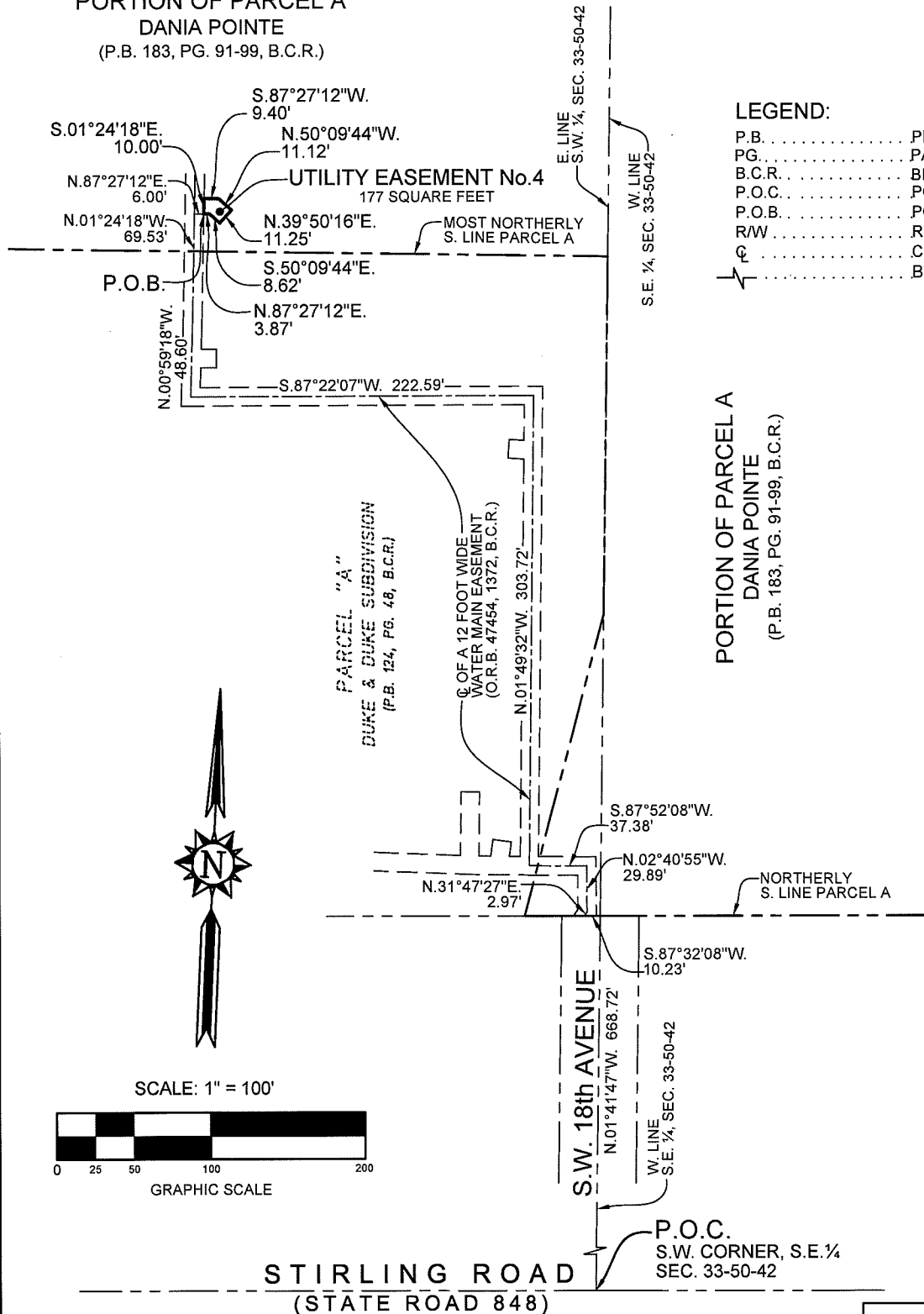
STONER & ASSOCIATES, INC.

SURVEYORS - MAPPERS
Florida Licensed Survey
and Mapping Business No. 6633

Tel. (954) 585-0997
Fax (954) 585-3927

EXHIBIT "A"
SKETCH OF DESCRIPTION
UTILITY EASEMENT No.4
CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA

PORTION OF PARCEL A
DANIA POINTE
(P.B. 183, PG. 91-99, B.C.R.)



LEGEND:

P.B. PLAT BOOK
PG. PAGE
B.C.R. BROWARD COUNTY RECORDS
P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
R/W RIGHT-OF-WAY
CL CENTERLINE
↔ BREAK IN LINE SCALE

PORTION OF PARCEL A
DANIA POINTE
(P.B. 183, PG. 91-99, B.C.R.)

NOTE:
SEE SHEET 1 OF 2 FOR THE
LEGAL DESCRIPTION OF THE
PROPERTY SHOWN
GRAPHICALLY HEREON.

OPINION OF TITLE

To: City of Dania Beach

With the understanding that this Opinion of Title is furnished to the City of Dania Beach, as inducement for acceptance of a utility easement covering the real property, hereinafter described, it is hereby certified that the following report reflects a comprehensive search of the Public Records affecting the above described property covering the period from the beginning to the 25th day of April, 2018, at the hour of 8:00 a.m. inclusive, of the following described property:

Legal Description

Include reference to and copy(ies) of original deeds vesting title to current owner(s)

See attached Exhibit "A"

I am of the opinion that on the last mentioned dated, the fee simple title to the above-described real property was vested in:

Names of all Owner(s) of Record:

Dania Live 1748, LLC, a Delaware limited liability company

pursuant to Special Warranty Deed recorded under instrument number 112759787 of the Public Records of Broward County, Florida.

Subject to the following:

Mortgage(s) of Record (*if none, state none*): **NONE**

List of easements and Rights-of-Way lying within the plat boundaries (*if none, state none*). (Attach copies of all recorded document(s) [excluding recorded plats] – ALL DOCUMENTS RECORDED IN THE OFFICIAL RECORDS OF BROWARD COUNTY, FLORIDA.

Plat of Dania Point recorded in Plat Book 183, Page 91 of the Public Records of Broward County, Florida.

[SIGNATURE ON FOLLOWING PAGE]

I HEREBY CERTIFY that the foregoing report reflects a comprehensive search of the Public Records of Broward County, Florida, affecting the above described property. I further certify that I am an attorney-at-law duly admitted to practice in the State of Florida and a member in good standing of the Florida Bar. Respectfully submitted this ____ day of May, 2018.

GREENSPOON MARDER, P.A.



By Mark J. Lynn, Esq., for the firm
Florida Bar No. 0085741

Exhibit "A"

LEGAL DESCRIPTION OF UTILITY EASEMENT No. 4 CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA

LEGAL DESCRIPTION:

A UTILITY EASEMENT BEING A PORTION OF PARCEL A, DANIA POINTE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 183 PAGES 91 THRU 99, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER (S.E.1/4) OF SECTION 33, TOWNSHIP 50 SOUTH, RANGE 42 EAST;
THENCE N.01°41'47"W. ALONG THE WEST LINE OF SAID SOUTHEAST ONE-QUARTER (S.E.1/4), A
DISTANCE OF 668.72 FEET TO A POINT ON THE NORTHERLY SOUTH LINE OF SAID PARCEL "A";
THENCE S.87°30'08"W. ALONG SAID NORTHERLY LINE, A DISTANCE OF 10.23 FEET TO A POINT ON THE CENTERLINE OF A 12-FOOT-WIDE WATER MAIN EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 47454, PAGE 1372 OF THE SAID PUBLIC RECORDS;
THENCE N.31°47'27"E. ALONG SAID CENTERLINE, A DISTANCE OF 2.97 FEET;
THENCE N.02°40'55"W. A DISTANCE OF 29.89 FEET;
THENCE S.87°52'08"W. A DISTANCE OF 37.38 FEET;
THENCE N.01°49'32"W. A DISTANCE OF 303.72 FEET;
THENCE S.87°22'07"W. A DISTANCE OF 222.59 FEET;
THENCE N.00°59'18"W. A DISTANCE OF 48.60 FEET;
THENCE N.01°24'18"W. A DISTANCE OF 69.53 FEET, LAST MENTIONED 6 COURSES BEING COINCIDENT WITH SAID CENTERLINE;
THENCE N.87°27'12"E. A DISTANCE OF 6.00 FEET TO THE POINT OF BEGINNING.
THENCE CONTINUE N.87°27'12"E. A DISTANCE OF 3.87 FEET;
THENCE S.50°09'44"E. A DISTANCE OF 8.62 FEET;
THENCE N.39°50'16"E. A DISTANCE OF 11.25 FEET;
THENCE N.50°09'44"W. A DISTANCE OF 11.12 FEET;
THENCE S.87°27'12"W. A DISTANCE OF 9.40 FEET;
THENCE S.01°24'18"E. A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.**

SAID EASEMENT SITUATE AND BEING WITHIN THE CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA.

City of Dania Beach
Public Services Department

Exhibit# 1
Utility Easement No.5

This instrument was prepared by
and return recorded copy to:

Lawrence Allen Raab, Esq.
Weiss Serota Helfman Cole & Bierman, P.L.
2525 Ponce de Leon Boulevard, Suite 700
Coral Gables, Florida 33134

Folio Number _____

EASEMENT AGREEMENT
(Water, Wastewater, and General Utilities)

THIS EASEMENT AGREEMENT ("Agreement") is made on _____, 2018 by **DANIA LIVE 1748, LLC**, a Delaware limited liability company ("**Grantor**") whose mailing address is 3333 New Hyde Park Road, Suite 200, New Hyde Park, New York, 11042, in favor of **CITY OF DANIA BEACH**, a Florida municipal corporation ("**City**") whose mailing address is 100 W. Dania Beach Boulevard, Dania Beach, Florida 33004.

RECITALS:

Grantor is the owner of certain real property located in Broward County, Florida as more particularly described on **Exhibit "A"** ("**Property**").

Grantor has previously installed potable water, sanitary sewer, and wastewater drainage infrastructure on the Property ("**Infrastructure**"), ownership of which will be transferred to City, in whole or in part.

In order for City to construct, install, inspect, maintain, repair, replace, remove, and operate the Infrastructure, City needs to acquire a permanent, non-exclusive utility easement, and rights of ingress, egress and access under, over, upon, and across the Property.

Grantor has full power and authority to enter into this Agreement and to grant an easement to the City over that real property located in the City, more particularly described on **Exhibit "B"**, attached hereto and incorporated herein ("**Easement Area**").

Grantor is willing to grant to the City an easement under, over, across and through a portion of the Property for the purpose of constructing, installing, inspecting, maintaining, repairing, replacing, removing, and operating the Infrastructure, together with rights of ingress and egress, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, Grantor and City agree as follows:

1. **Recitals.** The parties acknowledge that the foregoing recitals are true and correct and hereby incorporated into this Easement as if fully set forth herein.

2. **Grant of Easement.** Grantor hereby grants and conveys to City and its employees, agents, contractors, successors and assigns, a perpetual non-exclusive easement ("**Easement**") over, upon, across, and under the Easement Area for the purpose of constructing, installing, inspecting, maintaining, repairing, replacing, removing, and operating the Infrastructure, as well as for ingress and egress, with full right and

authority to enter upon and excavate the Easement Area in order to construct, install, inspect, maintain, repair, replace, remove, and operate the Infrastructure as the City may, in its sole discretion, determine. Grantor also grants City a license to temporarily locate its equipment on any portion of the Property mutually agreed upon by Grantor and City adjoining the Easement Area as may be necessary to perform the foregoing.

3. **Improvements and Restoration.** In the event City exercises its rights as set forth in Section 2 hereof, City shall, subject to the work described in Section 2, restore the Property and any improvements thereon to their prior existing condition at no cost or expense to Grantor unless such restoration is required due to the acts or omissions of Grantor. In exercising its rights hereunder, City shall use reasonable efforts to minimize any impacts to Grantor's ongoing activities on the Property. At no time will the City's activities on the Property interfere with ingress or egress to and from the Property by patrons, employees and invitees.

4. **Representations.** Grantor represents to the City that (a) Grantor has full power and authority to enter into this Agreement and to grant the Easement to City; and (b) all company approvals, authorizations and consents required for the execution and delivery of this Agreement by the Grantor have been obtained.

5. **Covenants Running with the Land.** This Agreement and the Easement hereby granted will run with the land and will be binding upon and inure to the benefit of the parties and their respective successors and assigns.

6. **Attorneys' Fees.** In the event a party institutes any legal action or proceedings for the enforcement of any right or obligation herein contained, the prevailing party will be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

7. **Amendment or Termination.** This Agreement may be amended, modified or terminated only by a written instrument signed by both parties or their respective successors and assigns, which instrument will only become effective when recorded in the Public Records of Broward County, Florida.

8. **Governing Laws.** The laws of the State of Florida shall govern the interpretation, validity, performance and enforcement of this Easement. Venue for any action brought hereunder shall be brought exclusively in Broward County, Florida.

9. **Successors and Assigns.** This Agreement will be binding upon the successors and assigns of Grantor and the City.

10. **Limit of Liability.** Grantor acknowledges and agrees that should the City, its officers, employees, or agents be found liable for any damage in connection with the Improvements due to the actions or omissions of the City, its officers, employees, or agents, then such damages shall be subject to the provisions and monetary limitations of Section 768.28(5), Florida Statutes, which limitations shall be applicable regardless of whether such provisions would otherwise apply, and to the extent permitted by law.

[Remainder of page intentionally left blank]

This Agreement is being signed by the parties as of the date set forth on the first page.

Witnesses (2 required):

Signature: Tracy East

Print Name: Tracy East

Signature: Michael Reigner

Print Name: Michael Reigner

GRANTOR:

DANIA LIVE 1748, LLC, a Delaware limited liability company

By: Joseph Denis

Name: Joseph Denis, Vice President

Title: _____

ACKNOWLEDGMENT

STATE OF ~~FLORIDA~~ North Carolina
COUNTY OF ~~MIAMI-DADE~~ Mecklenburg

The foregoing instrument was acknowledged before me on May 14, 2018, by Joseph Denis, as Vice president, of **DANIA LIVE 1748, LLC**, a Delaware limited liability company, who is [☒] personally known to me or who has [] produced a Florida Driver's license as identification.

[SEAL]



Ashley Weatherly
Notary Public, State of ~~Florida~~ North Carolina
Print Name of Notary

Commission No. 200909900033

Commission Expires: 02/16/2020

JOINDER AND CONSENT OF TENANT

The undersigned _____ the Tenant under that certain unrecorded Lease Agreement with **DANIA LIVE 1748, LLC**, a Delaware limited liability company, dated _____, covering all/or a portion of the Property described in the foregoing Easement Agreement granted to the City of Dania Beach, a Florida municipal corporation, does hereby join in and consent to the terms and conditions of the Easement Agreement, and acknowledges and agrees that the terms and conditions of the Easement Agreement are and shall be binding upon the undersigned and its successors and/or assigns in title.

IN WITNESS WHEREOF, these presents have been executed this ____ day of _____, 2018.

Witnesses:

TENANT:

Signature

Print Name

Signature

Print Name

By:

Print Name:

Title:

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by _____, the _____ of _____, on behalf of the company. He/She is personally known to me or has produced _____, as identification.

Witness my signature and official seal this ____ day of _____, 2018 in the County and State aforesaid.

NOTARY PUBLIC, State of _____
Print Name: _____
Commission No.: _____
Commission Expires: _____

EXHIBIT “A”
PROPERTY

EXHIBIT "B"
EASEMENT AREA

4341 S.W. 62nd Avenue
Davie, Florida 33314



STONER & ASSOCIATES, INC.

SURVEYORS - MAPPERS

Florida Licensed Survey
and Mapping Business No. 6633

Tel. (954) 585-0997

Fax (954) 585-3927

EXHIBIT "A"
LEGAL DESCRIPTION OF
CITY OF DANIA BEACH UTILITY EASEMENT #5
CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA

LEGAL DESCRIPTION:

A 10 FOOT WIDE UTILITY EASEMENT BEING A PORTION OF LOT 14, BLOCK 1, DOUGLAS HILL PLAT, RECORDED IN PLAT BOOK 12, PAGE 45, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID PARCEL BEING SITUATE WITHIN THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 33, TOWNSHIP 50 SOUTH, RANGE 42 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SOUTHWEST ONE-QUARTER (S.W. 1/4);

THENCE S.87°34'45" W., ALONG THE SOUTH LINE OF THE SAID SOUTHWEST ONE-QUARTER (S.W. 1/4), A DISTANCE OF 174.42 FEET;

THENCE N.01°16'42"W., A DISTANCE OF 77.42 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF STIRLING ROAD SAID POINT BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED CENTERLINE;

THENCE CONTINUE N.01°16'42"W., A DISTANCE OF 6.19 FEET TO THE POINT OF TERMINATION OF THE HEREIN DESCRIBED CENTERLINE.

THE SIDE LINES OF THIS EASEMENT ARE TO BE LENGTHENED OR SHORTENED TO MEET AT ANGLES POINTS.

SAID LANDS SITUATE AND BEING WITHIN THE CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA AND CONTAINING 62 SQUARE FEET, MORE OR LESS.

NOTES:

1. THE PROPERTY SHOWN HEREON WAS NOT ABSTRACTED FOR OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF RECORD.
2. THIS SKETCH AND DESCRIPTION IS "NOT VALID" WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. THE BEARINGS SHOWN HEREON ARE BASED ON S.87°34'45"W., ALONG THE SOUTH LINE SOUTHWEST ONE-QUARTER (S.W.1/4), SECTION 33, TOWNSHIP 50 SOUTH, RANGE 42 EAST AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 86016-2500.
4. THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY (THIS IS NOT A SURVEY).
5. THIS SKETCH OF DESCRIPTION WAS PREPARED BY THIS FIRM WITHOUT THE BENEFIT OF A TITLE SEARCH. THE LEGAL DESCRIPTION SHOWN HEREON WAS AUTHORED BY STONER & ASSOCIATES, INC.
6. SEE SHEET 2 OF 2 FOR A GRAPHIC DEPICTION (SKETCH) OF THE PROPERTY DESCRIBED HEREON.

CERTIFICATE:

THIS IS TO CERTIFY THAT THE SKETCH AND LEGAL DESCRIPTION SHOWN HEREON IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.07, FLORIDA STATUTES.

REVISIONS	DATE	BY

THE MATERIAL SHOWN HEREON IS THE PROPERTY OF STONER & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT PERMISSION OF STONER & ASSOCIATES, INC.
COPYRIGHT©2018

DATE: Feb 06, 2018

RICHARD G. CRAWFORD Jr.

PROFESSIONAL SURVEYOR AND MAPPER NO. 5371 - STATE OF FLORIDA

DATE OF SKETCH:	DRAWN BY	CHECKED BY	FIELD BOOK
02/02/18	DRL	RGC	N/A

SEAL

NOT VALID UNLESS
SEALED HERE WITH
AN EMBOSSED
SURVEYOR'S SEAL

SHEET 1 OF 2

SKETCH NO.
14-8058_CODE#5



STONER & ASSOCIATES, INC.

SURVEYORS - MAPPERS

Florida Licensed Survey
and Mapping Business No. 6633

4341 S.W. 62nd AVE.
Davie, Florida 33314

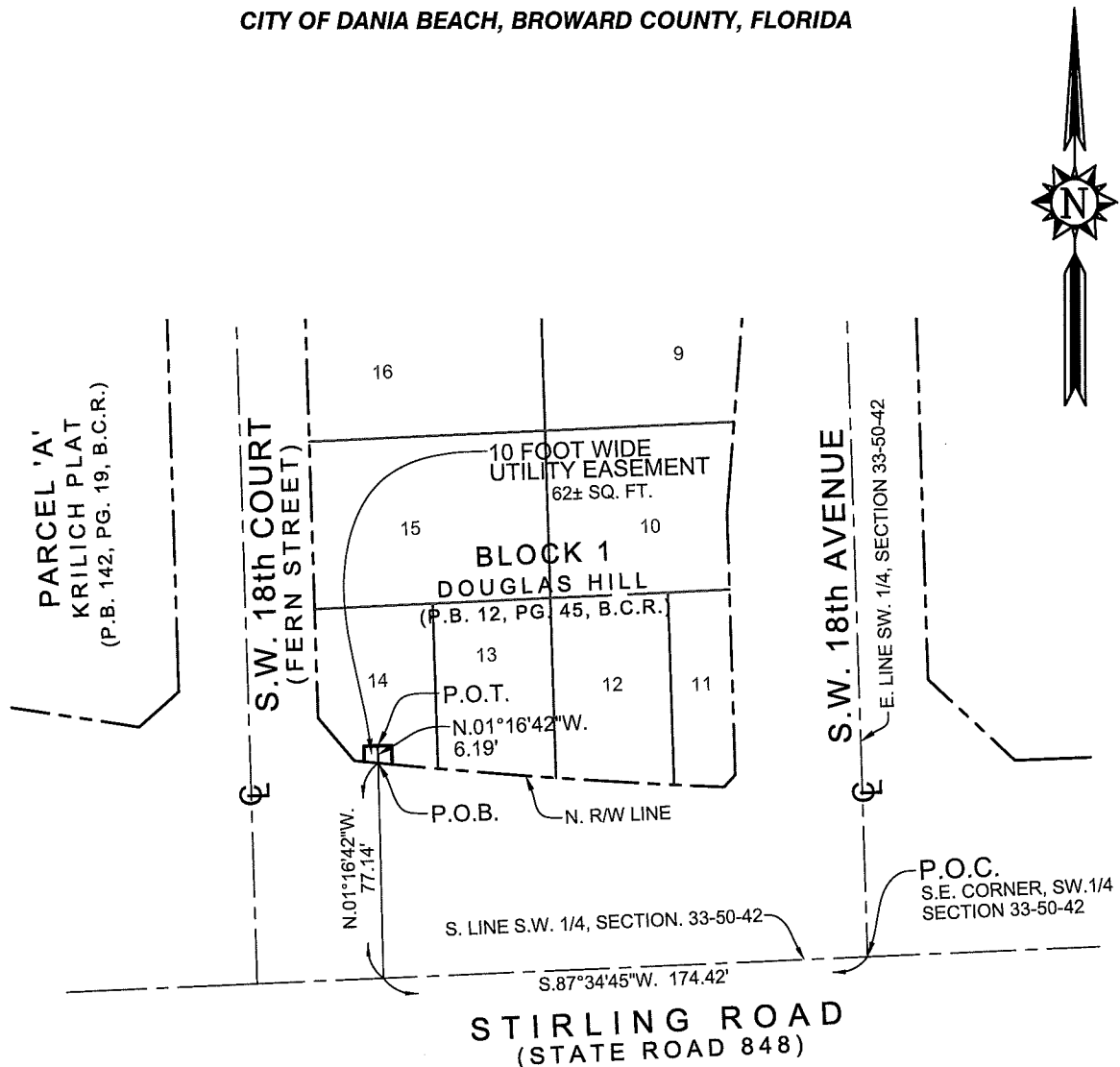
Tel. (954) 585-0997

Fax (954) 585-3927

EXHIBIT "A"

SKETCH OF DESCRIPTION

CITY OF DANIA BEACH UTILITY EASEMENT #5
CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA

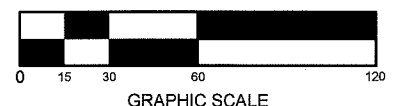


LEGEND:

P.B. PLAT BOOK
PG. PAGE
B.C.R. BROWARD COUNTY RECORDS
P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
CL CENTERLINE
SQ. FT. SQUARE FEET
R/W RIGHT-OF-WAY

NOTE:
SEE SHEET 1 OF 2 FOR THE LEGAL
DESCRIPTION OF THE PROPERTY
SHOWN GRAPHICALLY HEREON.

SCALE: 1" = 60'



OPINION OF TITLE

To: City of Dania Beach

With the understanding that this Opinion of Title is furnished to the City of Dania Beach, as inducement for acceptance of a utility easement covering the real property, hereinafter described, it is hereby certified that the following report reflects a comprehensive search of the Public Records affecting the above described property covering the period from the beginning to the 10th day of May, 2018, at the hour of 8:00 a.m. inclusive, of the following described property:

Legal Description

Include reference to and copy(ies) of original deeds vesting title to current owner(s)

See attached Exhibit "A"

I am of the opinion that on the last mentioned dated, the fee simple title to the above-described real property was vested in:

Names of all Owner(s) of Record:

Dania Live 1748, LLC, a Delaware limited liability company

pursuant to Special Warranty Deed recorded on January 11, 2018 under instrument number 114826933 of the Public Records of Broward County, Florida.

Subject to the following:

Mortgage(s) of Record (*if none, state none*): **NONE**

NOTE: Notice of Commencement recorded in Instrument No. 114919983 recorded in the Public Records of Broward County, Florida.

NOTE: Notice of Commencement recorded in Instrument No. 115069034 recorded in the Public Records of Broward County, Florida.

List of easements and Rights-of-Way lying within the plat boundaries (*if none, state none*). (Attach copies of all recorded document(s) [excluding recorded plats] – ALL DOCUMENTS RECORDED IN THE OFFICIAL RECORDS OF BROWARD COUNTY, FLORIDA.

Plat of Douglas Hill recorded in Plat Book 12, Page 45 of the Public Records of Broward County, Florida.

[SIGNATURE ON FOLLOWING PAGE]

I HEREBY CERTIFY that the foregoing report reflects a comprehensive search of the Public Records of Broward County, Florida, affecting the above described property. I further certify that I am an attorney-at-law duly admitted to practice in the State of Florida and a member in good standing of the Florida Bar. Respectfully submitted this _____ day of May, 2018.

GREENSPOON MARDER, P.A.



By Mark J. Lynn, Esq., for the firm
Florida Bar No. 0085741

Exhibit "A"

UTILITY EASEMENT NO. 5:

A 10 FOOT WIDE UTILITY EASEMENT BEING A PORTION OF LOT 14, BLOCK 1, DOUGLAS HILL PLAT, RECORDED IN PLAT BOOK 12, PAGE 45, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID PARCEL BEING SITUATE WITHIN THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 33, TOWNSHIP 50 SOUTH, RANGE 42 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SOUTHWEST ONE-QUARTER (S.W. 1/4);

THENCE S.87°34'45" W., ALONG THE SOUTH LINE OF THE SAID SOUTHWEST ONE-QUARTER (S.W. 1/4), A DISTANCE OF 174.42 FEET;

THENCE N.01°16'42"W., A DISTANCE OF 77.42 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF STIRLING ROAD SAID POINT BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED CENTERLINE;

THENCE CONTINUE N.01°16'42"W., A DISTANCE OF 6.19 FEET TO THE POINT OF TERMINATION OF THE HEREIN DESCRIBED CENTERLINE.

THE SIDE LINES OF THIS EASEMENT ARE TO BE LENGTHENED OR SHORTENED TO MEET AT ANGLES POINTS.

SAID LANDS SITUATE AND BEING WITHIN THE CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA.

City of Dania Beach
Public Services Department

Exhibit# 1
Utility Easement No.6

This instrument was prepared by
and return recorded copy to:

Lawrence Allen Raab, Esq.
Weiss Serota Helfman Cole & Bierman, P.L.
2525 Ponce de Leon Boulevard, Suite 700
Coral Gables, Florida 33134

Folio Number _____

EASEMENT AGREEMENT
(Water, Wastewater, and General Utilities)

THIS EASEMENT AGREEMENT (“**Agreement**”) is made on _____, 2018 by **DANIA LIVE 1748, LLC**, a Delaware limited liability company (“**Grantor**”) whose mailing address is 3333 New Hyde Park Road, Suite 200, New Hyde Park, New York, 11042, in favor of **CITY OF DANIA BEACH**, a Florida municipal corporation (“**City**”) whose mailing address is 100 W. Dania Beach Boulevard, Dania Beach, Florida 33004.

RECITALS:

Grantor is the owner of certain real property located in Broward County, Florida as more particularly described on **Exhibit “A”** (“**Property**”).

Grantor has previously installed potable water, sanitary sewer, and wastewater drainage infrastructure on the Property (“**Infrastructure**”), ownership of which will be transferred to City, in whole or in part.

In order for City to construct, install, inspect, maintain, repair, replace, remove, and operate the Infrastructure, City needs to acquire a permanent, non-exclusive utility easement, and rights of ingress, egress and access under, over, upon, and across the Property.

Grantor has full power and authority to enter into this Agreement and to grant an easement to the City over that real property located in the City, more particularly described on **Exhibit “B”**, attached hereto and incorporated herein (“**Easement Area**”).

Grantor is willing to grant to the City an easement under, over, across and through a portion of the Property for the purpose of constructing, installing, inspecting, maintaining, repairing, replacing, removing, and operating the Infrastructure, together with rights of ingress and egress, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, Grantor and City agree as follows:

1. **Recitals.** The parties acknowledge that the foregoing recitals are true and correct and hereby incorporated into this Easement as if fully set forth herein.
2. **Grant of Easement.** Grantor hereby grants and conveys to City and its employees, agents, contractors, successors and assigns, a perpetual non-exclusive easement (“**Easement**”) over, upon, across, and under the Easement Area for the purpose of constructing, installing, inspecting, maintaining, repairing, replacing, removing, and operating the Infrastructure, as well as for ingress and egress, with full right and

authority to enter upon and excavate the Easement Area in order to construct, install, inspect, maintain, repair, replace, remove, and operate the Infrastructure as the City may, in its sole discretion, determine. Grantor also grants City a license to temporarily locate its equipment on any portion of the Property mutually agreed upon by Grantor and City adjoining the Easement Area as may be necessary to perform the foregoing.

3. **Improvements and Restoration.** In the event City exercises its rights as set forth in Section 2 hereof, City shall, subject to the work described in Section 2, restore the Property and any improvements thereon to their prior existing condition at no cost or expense to Grantor unless such restoration is required due to the acts or omissions of Grantor. In exercising its rights hereunder, City shall use reasonable efforts to minimize any impacts to Grantor's ongoing activities on the Property. At no time will the City's activities on the Property interfere with ingress or egress to and from the Property by patrons, employees and invitees.

4. **Representations.** Grantor represents to the City that (a) Grantor has full power and authority to enter into this Agreement and to grant the Easement to City; and (b) all company approvals, authorizations and consents required for the execution and delivery of this Agreement by the Grantor have been obtained.

5. **Covenants Running with the Land.** This Agreement and the Easement hereby granted will run with the land and will be binding upon and inure to the benefit of the parties and their respective successors and assigns.

6. **Attorneys' Fees.** In the event a party institutes any legal action or proceedings for the enforcement of any right or obligation herein contained, the prevailing party will be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

7. **Amendment or Termination.** This Agreement may be amended, modified or terminated only by a written instrument signed by both parties or their respective successors and assigns, which instrument will only become effective when recorded in the Public Records of Broward County, Florida.

8. **Governing Laws.** The laws of the State of Florida shall govern the interpretation, validity, performance and enforcement of this Easement. Venue for any action brought hereunder shall be brought exclusively in Broward County, Florida.

9. **Successors and Assigns.** This Agreement will be binding upon the successors and assigns of Grantor and the City.

10. **Limit of Liability.** Grantor acknowledges and agrees that should the City, its officers, employees, or agents be found liable for any damage in connection with the Improvements due to the actions or omissions of the City, its officers, employees, or agents, then such damages shall be subject to the provisions and monetary limitations of Section 768.28(5), Florida Statutes, which limitations shall be applicable regardless of whether such provisions would otherwise apply, and to the extent permitted by law.

[Remainder of page intentionally left blank]

This Agreement is being signed by the parties as of the date set forth on the first page.

Witnesses (2 required):

Signature: Tracy Esut
Print Name: Tracy Esut
Signature: Mbeey
Print Name: Michael Beizer

GRANTOR:

DANIA LIVE 1748, LLC, a Delaware limited liability company

By: [Signature]
Name: Joseph Denis, Vice President
Title: _____

ACKNOWLEDGMENT

STATE OF ~~FLORIDA~~ North Carolina
COUNTY OF ~~MIAMI-DADE~~ Mecklenburg

The foregoing instrument was acknowledged before me on May 14, 2018, by Joseph Denis, as Vice President, of **DANIA LIVE 1748, LLC**, a Delaware limited liability company, who is [✓] personally known to me or who has [] produced a Florida Driver's license as identification.

[SEAL]



Ashley Weatherly
Notary Public, State of ~~Florida~~ North Carolina
Print Name of Notary

Commission No. 200909900033

Commission Expires: 02/16/2020

JOINDER AND CONSENT OF TENANT

The undersigned _____ the Tenant under that certain unrecorded Lease Agreement with **DANIA LIVE 1748, LLC**, a Delaware limited liability company, dated _____, covering all/or a portion of the Property described in the foregoing Easement Agreement granted to the City of Dania Beach, a Florida municipal corporation, does hereby join in and consent to the terms and conditions of the Easement Agreement, and acknowledges and agrees that the terms and conditions of the Easement Agreement are and shall be binding upon the undersigned and its successors and/or assigns in title.

IN WITNESS WHEREOF, these presents have been executed this ____ day of _____, 2018.

Witnesses:

TENANT:

Signature

Print Name

Signature

Print Name

By:

Print Name:

Title:

STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

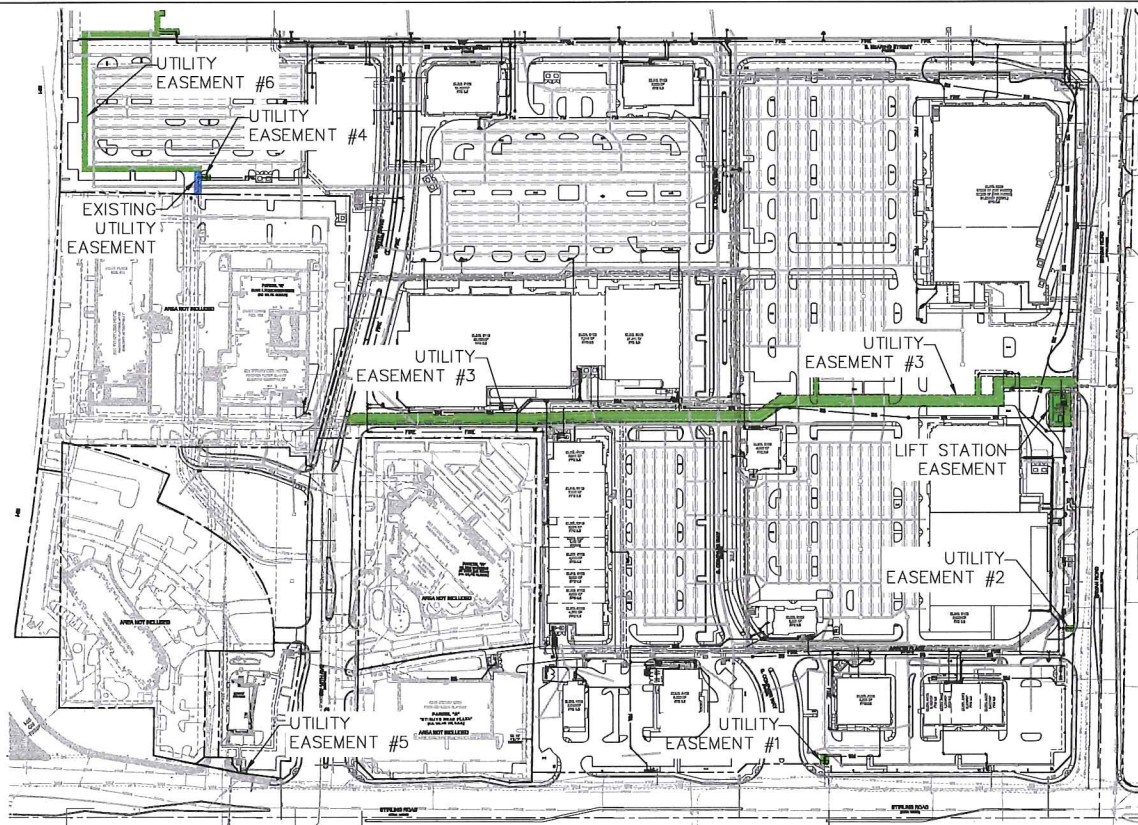
The foregoing instrument was acknowledged before me by _____, the _____ of _____, on behalf of the company. He/She is personally known to me or has produced _____, as identification.

Witness my signature and official seal this ____ day of _____, 2018 in the County and State aforesaid.

NOTARY PUBLIC, State of _____
Print Name: _____
Commission No.: _____
Commission Expires: _____

EXHIBIT “A”

PROPERTY



Kimley»Horn

© 2018 KIMLEY-HORN AND ASSOCIATES, P.C.
445 16TH STREET, SUITE 200, MIAMI BEACH, FL 33139
PHONE: 772-784-6100
WWW.KIMLEY-HORN.COM CA 00000888

DANIA POINTE - PHASE I

EASEMENT KEY MAP

SHEET NUMBER

EXHIBIT

EXHIBIT "B"
EASEMENT AREA

4341 S.W. 62nd Avenue
Davie, Florida 33314



STONER & ASSOCIATES, INC.

SURVEYORS - MAPPERS

Florida Licensed Survey
and Mapping Business No. 6633

Tel. (954) 585-0997

Fax (954) 585-3927

EXHIBIT "A"

**LEGAL DESCRIPTION OF
CITY OF DANIA BEACH UTILITY EASEMENT #6
CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA**

LEGAL DESCRIPTION:

A STRIP OF LAND BEING A PORTION OF PARCEL A, DANIA POINTE, RECORDED IN PLAT BOOK 183, PAGES 91 THRU 99, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 33 TOWNSHIP 50 SOUTH, RANGE 42 EAST;

THENCE S.01°41'47"E., ALONG THE EAST LINE OF SAID SOUTHWEST ONE-QUARTER (S.W. 1/4), A DISTANCE OF 5.00 FEET TO A POINT ON A LINE 5.00 FEET SOUTH OF A PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST ONE-QUARTER (S.W. 1/4), SAID POINT BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED CENTERLINE;

THENCE S.87°26'01"W. ALONG SAID PARALLEL LINE, A DISTANCE OF 517.53 FEET;

THENCE S.80°34'10"W. A DISTANCE OF 46.91 FEET TO A POINT ON A LINE 5.00 FEET EAST OF AND PARALLEL WITH THE EAST RIGHT-OF-WAY LINE OF INTERSTATE 95 (STATE ROAD 9);

THENCE S.04°16'19"E. ALONG SAID PARALLEL LINE, A DISTANCE OF 578.97 FEET;

THENCE S.05°55'17"E. A DISTANCE OF 96.72 FEET TO REFERENCE POINT "A";

THENCE N.87°26'01"E. A DISTANCE OF 7.39 FEET;

THENCE S.02°30'52"E. A DISTANCE OF 67.81 FEET;

THENCE N.87°29'13"E. A DISTANCE OF 170.01 FEET TO REFERENCE POINT "B";

THENCE S.02°32'56"E. A DISTANCE OF 36.13 FEET TO REFERENCE POINT "C";

THENCE CONTINUE S.02°32'56"E. A DISTANCE OF 468.07 FEET TO REFERENCE POINT "D";

THENCE CONTINUE S.02°32'56"E. A DISTANCE OF 32.14 FEET TO REFERENCE POINT "E";

THENCE CONTINUE S.02°32'56"E. A DISTANCE OF 3.18 FEET;

THENCE S.87°27'04"W. A DISTANCE OF 127.70 FEET;

THENCE S.02°32'48"E. A DISTANCE OF 237.67 FEET;

THENCE N.87°27'12"E. A DISTANCE OF 194.01 FEET TO A POINT ON THE WESTERLY SIDELINE OF A 12 FOOT WIDE WATER MAIN EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 45257, PAGE 1362 OF SAID PUBLIC RECORDS, SAID POINT BEING THE POINT OF TERMINATION OF THE HEREIN DESCRIBED CENTERLINE.

TOGETHER WITH:

BEGIN AT THE AFOREMENTIONED REFERENCE POINT "A";

THENCE S.87°26'01"W., A DISTANCE OF 7.79 FEET TO THE POINT OF TERMINATION OF THE HEREIN DESCRIBED CENTERLINE.

TOGETHER WITH:

BEGIN AT THE AFOREMENTIONED REFERENCE POINT "B";

THENCE N.02°32'56"W., A DISTANCE OF 86.00 FEET TO THE POINT OF TERMINATION OF THE HEREIN DESCRIBED CENTERLINE.

FILE: C:\Users\damian\appdata\local\temp\AcPublish_18064\14-8058_C008_UTILITY EASEMENT#6.dwg

CERTIFICATE:

THIS IS TO CERTIFY THAT THE SKETCH AND LEGAL DESCRIPTION SHOWN HEREON IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.07, FLORIDA STATUTES.

REVISIONS	DATE	BY

THE MATERIAL SHOWN HEREON IS THE PROPERTY OF STONER & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT PERMISSION OF STONER & ASSOCIATES, INC.
COPYRIGHT©2018

DATE: Feb 06, 2018

RICHARD G. CRAWFORD Jr.

PROFESSIONAL SURVEYOR AND MAPPER NO. 5371 - STATE OF FLORIDA

DATE OF SKETCH:	DRAWN BY	CHECKED BY	FIELD BOOK
02/02/18	DRL	RGC	N/A

SEAL

NOT VALID UNLESS
SEALED HERE WITH
AN EMBOSSED
SURVEYOR'S SEAL

SHEET 1 OF 4

SKETCH NO.
14-8058_C008#6

4341 S.W. 62nd Avenue
Davie, Florida 33314



STONER & ASSOCIATES, INC.
SURVEYORS - MAPPERS
Florida Licensed Survey
and Mapping Business No. 6633

Tel. (954) 585-0997
Fax (954) 585-3927

EXHIBIT "A"

**LEGAL DESCRIPTION OF
CITY OF DANIA BEACH UTILITY EASEMENT #6
CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA**

LEGAL DESCRIPTION: (CONTINUED)

TOGETHER WITH:

BEGIN AT THE AFOREMENTIONED REFERENCE POINT "C";

THENCE N.87°27'04"W., A DISTANCE OF 15.78 FEET TO THE POINT OF TERMINATION OF THE HEREIN DESCRIBED CENTERLINE.

TOGETHER WITH:

BEGIN AT THE AFOREMENTIONED REFERENCE POINT "D";

THENCE N.87°27'12"W., A DISTANCE OF 13.72 FEET TO THE POINT OF TERMINATION OF THE HEREIN DESCRIBED CENTERLINE.

TOGETHER WITH:

BEGIN AT THE AFOREMENTIONED REFERENCE POINT "E";

THENCE N.87°27'10"W., A DISTANCE OF 39.15 FEET TO THE POINT OF TERMINATION OF THE HEREIN DESCRIBED CENTERLINE.

THE SIDE LINES OF THE HEREIN DESCRIBED STRIP OF LAND EASEMENTS ARE TO BE LENGTHENED OR SHORTENED TO MEET AT ANGLES POINTS.

SAID EASEMENT SITUATE AND BEING WITHIN THE CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA, CONTAINING 0.62 ACRES (27, 217 SQUARE FEET), MORE OR LESS.

NOTES:

1. THE PROPERTY SHOWN HEREON WAS NOT ABSTRACTED FOR OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF RECORD.
2. THIS SKETCH AND DESCRIPTION IS "NOT VALID" WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. THE BEARINGS SHOWN HEREON ARE BASED ON N.87°26'02"E., ALONG THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4), AS SHOWN ON THE PLAT OF DANIA POINTE, RECORDED IN PLAT BOOK 183, PAGE 91 THRU 99, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
4. THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY (THIS IS NOT A SURVEY).
5. THIS SKETCH OF DESCRIPTION WAS PREPARED BY THIS FIRM WITHOUT THE BENEFIT OF A TITLE SEARCH. THE LEGAL DESCRIPTION SHOWN HEREON WAS AUTHORED BY STONER & ASSOCIATES, INC.
6. SEE SHEETS 3 AND 4 OF 4 FOR A GRAPHIC DEPICTION (SKETCH) OF THE PROPERTY DESCRIBED HEREON.

4341 S.W. 62nd AVE.
Davie, Florida 33314



STONER & ASSOCIATES, INC.

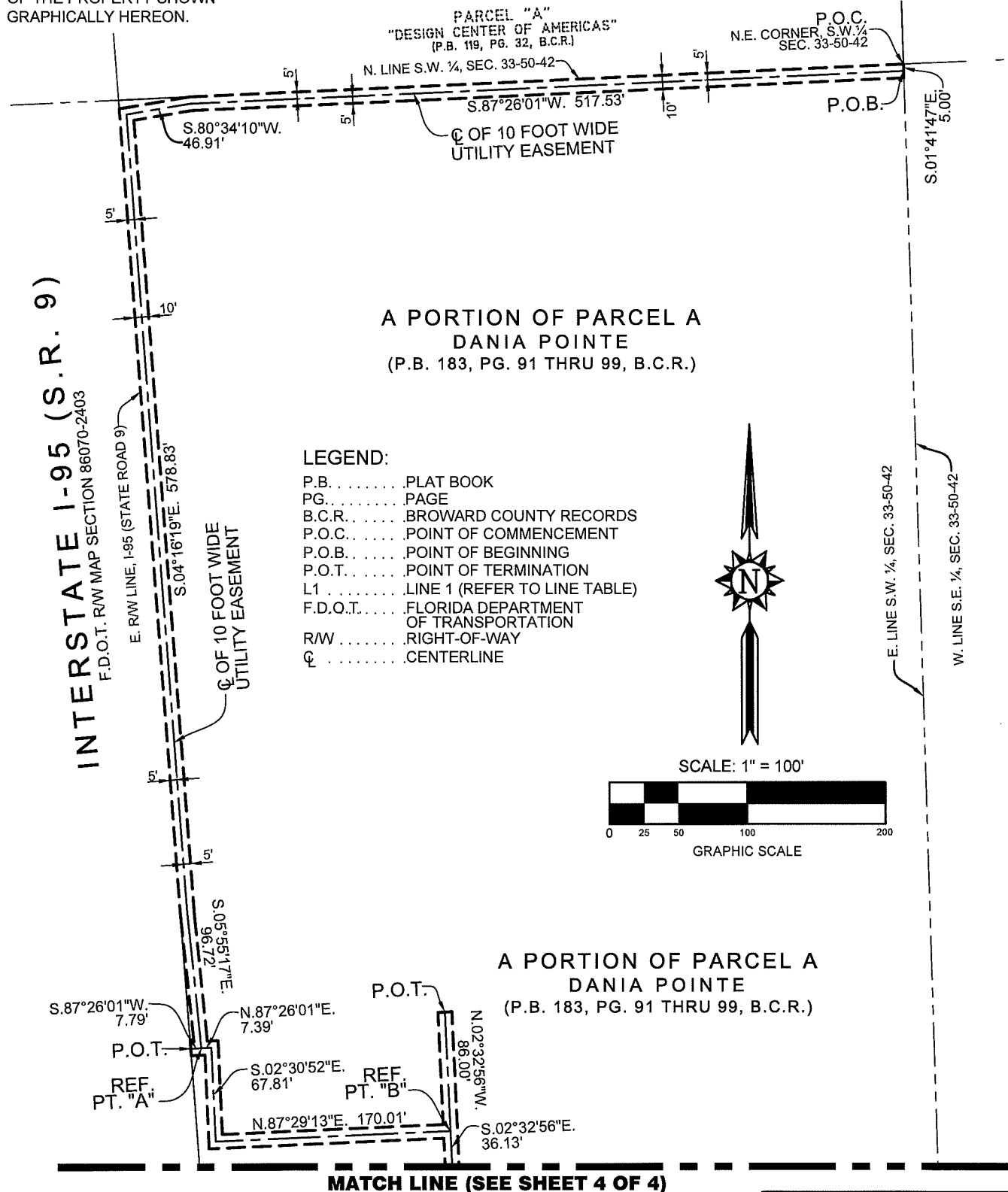
SURVEYORS - MAPPERS
Florida Licensed Survey
and Mapping Business No. 6633

Tel. (954) 585-0997
Fax (954) 585-3927

NOTE:
SEE SHEETS 1 AND 2 OF 4
FOR THE LEGAL DESCRIPTION
OF THE PROPERTY SHOWN
GRAPHICALLY HEREON.

SKETCH OF DESCRIPTION
CITY OF DANIA BEACH UTILITY EASEMENT #6
CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA

EXHIBIT "A"



4341 S.W. 62nd AVE.
Davie, Florida 33314



STONER & ASSOCIATES, INC.

SURVEYORS - MAPPERS

Florida Licensed Survey
and Mapping Business No. 6633

Tel. (954) 585-0997

Fax (954) 585-3927

NOTE:
SEE SHEETS 1 AND 2 OF 4
FOR THE LEGAL DESCRIPTION
OF THE PROPERTY SHOWN
GRAPHICALLY HEREON.

SKETCH OF DESCRIPTION
CITY OF DANIA BEACH UTILITY EASEMENT #6
CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA

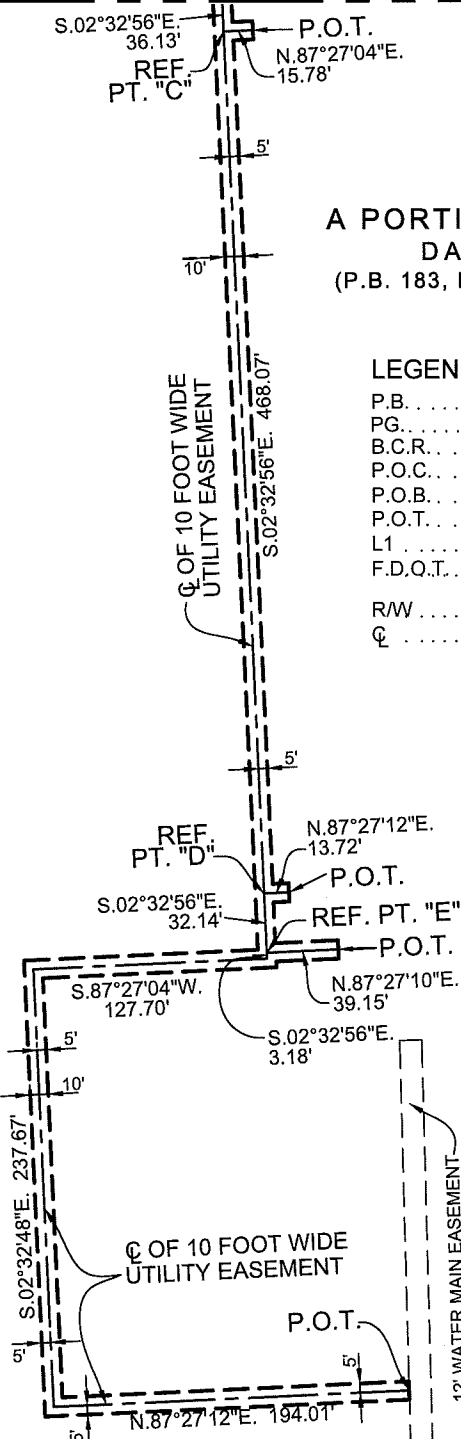
EXHIBIT "A"

MATCH LINE (SEE SHEET 3 OF 4)

INTERSTATE I-95 (S.R. 9)

F.D.O.T. R/W MAP SECTION 86070-2403

E. R/W LINE, I-95 (STATE ROAD 9)

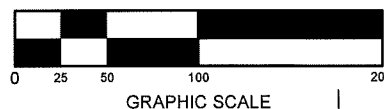


E. LINE S.W. ¼, SEC. 33-50-42

W. LINE S.E. ¼, SEC. 33-50-42



SCALE: 1" = 100'



PARCEL "A"
DUKE & DUKE SUBDIVISION
(P.B. 124, PG. 48, B.C.R.)

SHEET 4 OF 4

SKETCH NO.
14-8058_CODB#6

OPINION OF TITLE

To: City of Dania Beach

With the understanding that this Opinion of Title is furnished to the City of Dania Beach, as inducement for acceptance of a utility easement covering the real property, hereinafter described, it is hereby certified that the following report reflects a comprehensive search of the Public Records affecting the above described property covering the period from the beginning to the 10th day of May, 2018, at the hour of 8:00 a.m. inclusive, of the following described property:

Legal Description

Include reference to and copy(ies) of original deeds vesting title to current owner(s)

See attached Exhibit "A"

I am of the opinion that on the last mentioned dated, the fee simple title to the above-described real property was vested in:

Names of all Owner(s) of Record:

Dania Live 1748, LLC, a Delaware limited liability company

pursuant to Special Warranty Deed recorded under instrument number 112759787 of the Public Records of Broward County, Florida.

Subject to the following:

Mortgage(s) of Record (*if none, state none*): **NONE**

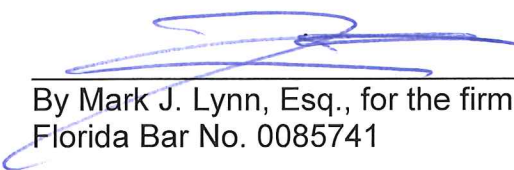
List of easements and Rights-of-Way lying within the plat boundaries (*if none, state none*). (Attach copies of all recorded document(s) [excluding recorded plats] – ALL DOCUMENTS RECORDED IN THE OFFICIAL RECORDS OF BROWARD COUNTY, FLORIDA.

Plat of Dania Point recorded in Plat Book 183, Page 91 of the Public Records of Broward County, Florida.

[SIGNATURE ON FOLLOWING PAGE]

I HEREBY CERTIFY that the foregoing report reflects a comprehensive search of the Public Records of Broward County, Florida, affecting the above described property. I further certify that I am an attorney-at-law duly admitted to practice in the State of Florida and a member in good standing of the Florida Bar. Respectfully submitted this _____ day of May, 2018.

GREENSPOON MARDER, P.A.



By Mark J. Lynn, Esq., for the firm
Florida Bar No. 0085741

Exhibit "A"

UTILITY EASEMENT NO. 6:

A STRIP OF LAND BEING A PORTION OF PARCEL A, DANIA POINTE, RECORDED IN PLAT BOOK 183, PAGES 91 THRU 99, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 33 TOWNSHIP 50 SOUTH, RANGE 42 EAST;

THENCE S.01°41'47"E., ALONG THE EAST LINE OF SAID SOUTHWEST ONE-QUARTER (S.W. 1/4), A DISTANCE OF 5.00 FEET TO A POINT ON LINE 5.00 FEET SOUTH OF A PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST ONE-QUARTER (S.W. 1/4), SAID POINT BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED CENTERLINE;

THENCE S.87°26'01"W. ALONG SAID PARALLEL LINE, A DISTANCE OF 517.53 FEET;

THENCE S.80°34'10"W. A DISTANCE OF 46.91 FEET TO A POINT ON A LINE 5.00 FEET EAST OF AND PARALLEL WITH THE EAST RIGHT-OF-WAY LINE OF INTERSTATE 95 (STATE ROAD 9);

THENCE S.04°16'19"E. ALONG SAID PARALLEL LINE, A DISTANCE OF 578.97 FEET;

THENCE S.05°55'17"E. A DISTANCE OF 96.72 FEET TO REFERENCE POINT "A";

THENCE N.87°26'01"E. A DISTANCE OF 7.39 FEET;

THENCE S.02°30'52"E. A DISTANCE OF 67.81 FEET;

THENCE N.87°29'13"E. A DISTANCE OF 170.01 FEET TO REFERENCE POINT "B";

THENCE S.02°32'56"E. A DISTANCE OF 36.13 FEET TO REFERENCE POINT "C";

THENCE CONTINUE S.02°32'56"E. A DISTANCE OF 468.07 FEET TO REFERENCE POINT "D";

THENCE CONTINUE S.02°32'56"E. A DISTANCE OF 32.14 FEET TO REFERENCE POINT "E";

THENCE CONTINUE S.02°32'56"E. A DISTANCE OF 3.18 FEET;

THENCE S.87°27'04"W. A DISTANCE OF 127.70 FEET;

THENCE S.02°32'48"E. A DISTANCE OF 237.67 FEET;

THENCE N.87°27'12"E. A DISTANCE OF 194.01 FEET TO A POINT ON THE WESTERLY SIDELINE OF A 12 FOOT WIDE WATER MAIN EASMENT RECORDED IN OFFICIAL RECORDS BOOK 45257, PAGE 1362 OF SAID PUBLIC RECORDS, SAID POINT BEING THE POINT OF TERMINATION OF THE HEREIN DESCRIBED CENTERLINE.

TOGETHER WITH:

BEGIN AT THE AFOREMENTIONED REFERENCE POINT "A";

THENCE S.87°26'01"W., A DISTANCE OF 7.79 FEET TO THE POINT OF TERMINATION OF THE HEREIN DESCRIBED CENTERLINE.

TOGETHER WITH:

BEGIN AT THE AFOREMENTIONED REFERENCE POINT "B";

**THENCE N.02°32'56"W., A DISTANCE OF 86.00 FEET TO THE POINT OF TERMINATION OF THE
HEREIN DESCRIBED CENTERLINE.**

TOGETHER WITH:

BEGIN AT THE AFOREMENTIONED REFERENCE POINT "C";

**THENCE N.87°27'04"W., A DISTANCE OF 15.78 FEET TO THE POINT OF TERMINATION OF THE
HEREIN DESCRIBED CENTERLINE.**

TOGETHER WITH:

BEGIN AT THE AFOREMENTIONED REFERENCE POINT "D";

**THENCE N.87°27'12"W., A DISTANCE OF 13.72 FEET TO THE POINT OF TERMINATION OF THE
HEREIN DESCRIBED CENTERLINE.**

TOGETHER WITH:

BEGIN AT THE AFOREMENTIONED REFERENCE POINT "E";

**THENCE N.87°27'10"W., A DISTANCE OF 39.15 FEET TO THE POINT OF TERMINATION OF THE
HEREIN DESCRIBED CENTERLINE.**

**THE SIDE LINES OF THE HEREIN DESCRIBED STRIP OF LAND EASEMENTS ARE TO BE
LENGTHENED OR SHORTENED TO MEET AT ANGLES POINTS.**

**SAID EASEMENT SITUATE AND BEING WITHIN THE CITY OF DANIA BEACH, BROWARD COUNTY,
FLORIDA.**

This instrument was prepared by
and return recorded copy to:

Lawrence Allen Raab, Esq.
Weiss Serota Helfman Cole & Bierman, P.L.
2525 Ponce de Leon Boulevard, Suite 700
Coral Gables, Florida 33134

Folio Number _____

EASEMENT AGREEMENT
(Water, Wastewater, and General Utilities)

THIS EASEMENT AGREEMENT ("Agreement") is made on _____, 2018 by **DANIA LIVE 1748, LLC**, a Delaware limited liability company ("**Grantor**") whose mailing address is 3333 New Hyde Park Road, Suite 200, New Hyde Park, New York, 11042, in favor of **CITY OF DANIA BEACH**, a Florida municipal corporation ("**City**") whose mailing address is 100 W. Dania Beach Boulevard, Dania Beach, Florida 33004.

RECITALS:

Grantor is the owner of certain real property located in Broward County, Florida as more particularly described on **Exhibit "A"** ("**Property**").

Grantor has previously installed potable water, sanitary sewer, and wastewater drainage infrastructure on the Property ("**Infrastructure**"), ownership of which will be transferred to City, in whole or in part.

In order for City to construct, install, inspect, maintain, repair, replace, remove, and operate the Infrastructure, City needs to acquire a permanent, non-exclusive utility easement, and rights of ingress, egress and access under, over, upon, and across the Property.

Grantor has full power and authority to enter into this Agreement and to grant an easement to the City over that real property located in the City, more particularly described on **Exhibit "B"**, attached hereto and incorporated herein ("**Easement Area**").

Grantor is willing to grant to the City an easement under, over, across and through a portion of the Property for the purpose of constructing, installing, inspecting, maintaining, repairing, replacing, removing, and operating the Infrastructure, together with rights of ingress and egress, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, Grantor and City agree as follows:

1. **Recitals.** The parties acknowledge that the foregoing recitals are true and correct and hereby incorporated into this Easement as if fully set forth herein.

2. **Grant of Easement.** Grantor hereby grants and conveys to City and its employees, agents, contractors, successors and assigns, a perpetual non-exclusive easement ("**Easement**") over, upon, across, and under the Easement Area for the purpose of constructing, installing, inspecting, maintaining, repairing, replacing, removing, and operating the Infrastructure, as well as for ingress and egress, with full right and

authority to enter upon and excavate the Easement Area in order to construct, install, inspect, maintain, repair, replace, remove, and operate the Infrastructure as the City may, in its sole discretion, determine. Grantor also grants City a license to temporarily locate its equipment on any portion of the Property mutually agreed upon by Grantor and City adjoining the Easement Area as may be necessary to perform the foregoing.

3. **Improvements and Restoration.** In the event City exercises its rights as set forth in Section 2 hereof, City shall, subject to the work described in Section 2, restore the Property and any improvements thereon to their prior existing condition at no cost or expense to Grantor unless such restoration is required due to the acts or omissions of Grantor. In exercising its rights hereunder, City shall use reasonable efforts to minimize any impacts to Grantor's ongoing activities on the Property. At no time will the City's activities on the Property interfere with ingress or egress to and from the Property by patrons, employees and invitees.

4. **Representations.** Grantor represents to the City that (a) Grantor has full power and authority to enter into this Agreement and to grant the Easement to City; and (b) all company approvals, authorizations and consents required for the execution and delivery of this Agreement by the Grantor have been obtained.

5. **Covenants Running with the Land.** This Agreement and the Easement hereby granted will run with the land and will be binding upon and inure to the benefit of the parties and their respective successors and assigns.

6. **Attorneys' Fees.** In the event a party institutes any legal action or proceedings for the enforcement of any right or obligation herein contained, the prevailing party will be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

7. **Amendment or Termination.** This Agreement may be amended, modified or terminated only by a written instrument signed by both parties or their respective successors and assigns, which instrument will only become effective when recorded in the Public Records of Broward County, Florida.

8. **Governing Laws.** The laws of the State of Florida shall govern the interpretation, validity, performance and enforcement of this Easement. Venue for any action brought hereunder shall be brought exclusively in Broward County, Florida.

9. **Successors and Assigns.** This Agreement will be binding upon the successors and assigns of Grantor and the City.

10. **Limit of Liability.** Grantor acknowledges and agrees that should the City, its officers, employees, or agents be found liable for any damage in connection with the Improvements due to the actions or omissions of the City, its officers, employees, or agents, then such damages shall be subject to the provisions and monetary limitations of Section 768.28(5), Florida Statutes, which limitations shall be applicable regardless of whether such provisions would otherwise apply, and to the extent permitted by law.

[Remainder of page intentionally left blank]

This Agreement is being signed by the parties as of the date set forth on the first page.

Witnesses (2 required):

Signature: Tracy Zant

Print Name: Tracy Zant

Signature: Michael Reitz

Print Name: Michael Reitz

GRANTOR:

DANIA LIVE 1748, LLC, a Delaware limited liability company

By: Joseph Denis

Name: Joseph Denis, Vice President

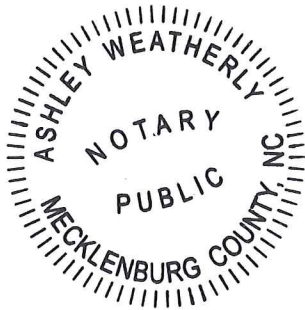
Title: _____

ACKNOWLEDGMENT

STATE OF ~~FLORIDA~~ North Carolina
COUNTY OF ~~MIAMI-DADE~~ Mecklenburg

The foregoing instrument was acknowledged before me on May 14, 2018, by Joseph Denis, as vice president, of **DANIA LIVE 1748, LLC**, a Delaware limited liability company, who is [☒] personally known to me or who has [☐] produced a Florida Driver's license as identification.

[SEAL]



Ashley Weatherly
Notary Public, State of ~~Florida~~ North Carolina
Ashley Weatherly
Print Name of Notary

Commission No. 200909900033

Commission Expires: 02/10/2020

JOINDER AND CONSENT OF TENANT

The undersigned _____ the Tenant under that certain unrecorded Lease Agreement with **DANIA LIVE 1748, LLC**, a Delaware limited liability company, dated _____, covering all/or a portion of the Property described in the foregoing Easement Agreement granted to the City of Dania Beach, a Florida municipal corporation, does hereby join in and consent to the terms and conditions of the Easement Agreement, and acknowledges and agrees that the terms and conditions of the Easement Agreement are and shall be binding upon the undersigned and its successors and/or assigns in title.

IN WITNESS WHEREOF, these presents have been executed this ____ day of _____, 2018.

Witnesses:

TENANT:

Signature

Print Name

Signature

Print Name

By:

Print Name:

Title:

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

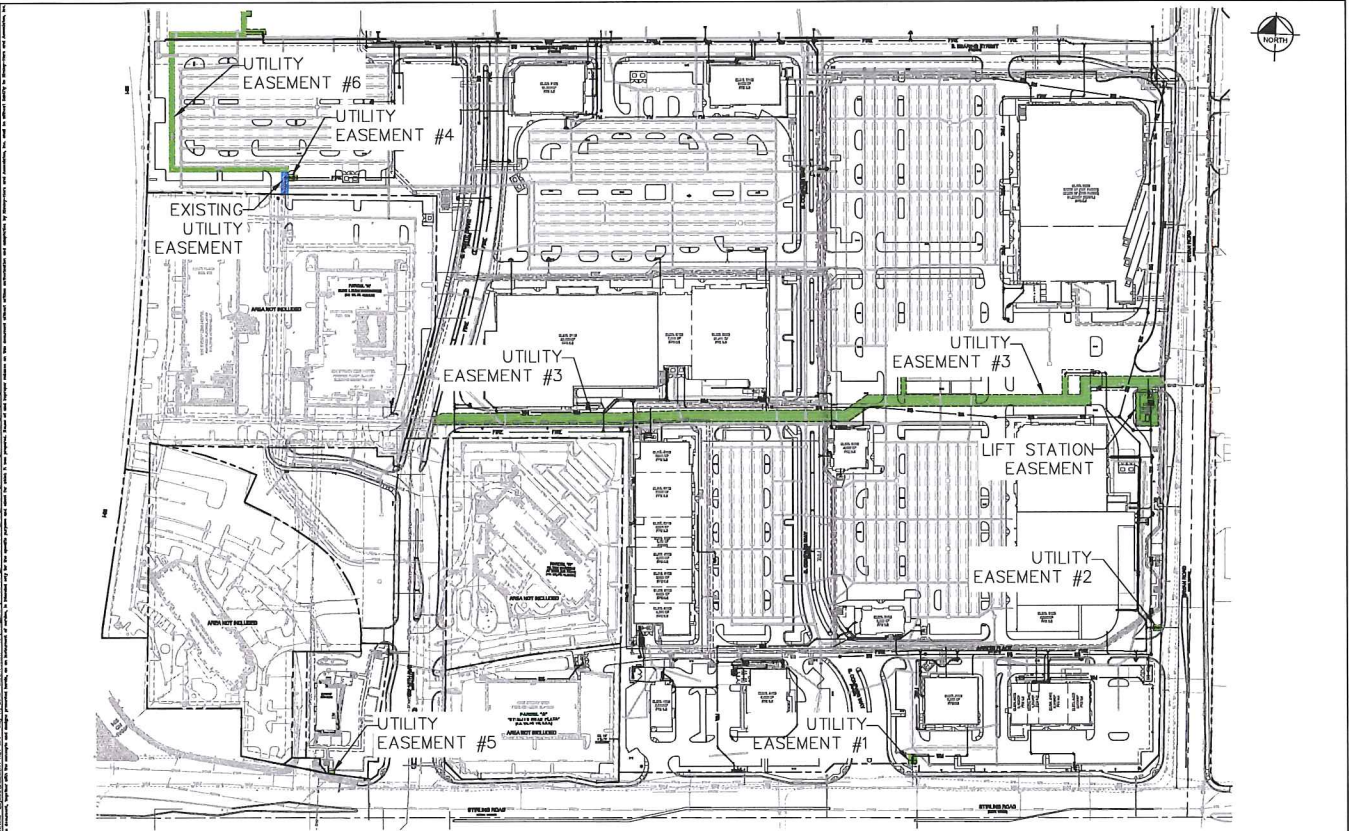
The foregoing instrument was acknowledged before me by _____, the _____ of _____, on behalf of the company. He/She is personally known to me or has produced _____, as identification.

Witness my signature and official seal this ____ day of _____, 2018 in the County and State aforesaid.

NOTARY PUBLIC, State of _____
Print Name: _____
Commission No.: _____
Commission Expires: _____

EXHIBIT “A”

PROPERTY



Kimley»Horn

© 2018 KIMLEY-HORN AND ASSOCIATES, INC.
 445 24TH STREET, SUITE 200, MIAMI BEACH, FL 33139
 PHONE: 773-794-1100
 WWW.KIMLEY-HORN.COM CA 00500869

DANIA POINTE - PHASE I

EASEMENT KEY MAP

SHEET NUMBER

EXHIBIT

EXHIBIT "B"
EASEMENT AREA

4341 S.W. 62nd Avenue
Davie, Florida 33314



STONER & ASSOCIATES, INC.

SURVEYORS - MAPPERS
Florida Licensed Survey
and Mapping Business No. 6633

Tel. (954) 585-0997
Fax (954) 585-3927

EXHIBIT "A"
LEGAL DESCRIPTION OF
LIFT STATION EASEMENT
CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA

LEGAL DESCRIPTION:

A LIFT STATION EASEMENT BEING A PORTION OF PARCEL A, DANIA POINTE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 183 PAGES 91 THRU 99, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS"

COMMENCE AT THE MOST SOUTHERLY SOUTHEAST CORNER OF SAID PARCEL A;

THENCE N.43°02'17"E. A DISTANCE OF 42.84 FEET;

THENCE N.01°29'36"W. A DISTANCE OF 172.46 FEET;

THENCE N.00°15'05"W. A DISTANCE OF 46.13 FEET;

THENCE N.01°29'36"W. A DISTANCE OF 360.33 FEET, LAST MENTIONED 4 COURSES BEING COINCIDENT WITH THE EAST LINE OF SAID PARCEL A;

THENCE S.87°27'12"W. A DISTANCE OF 10.27 FEET TO THE POINT OF BEGINNING.

THENCE CONTINUE S.87°27'12"W. A DISTANCE OF 40.00 FEET;

THENCE N.02°32'48"W. A DISTANCE OF 60.00 FEET;

THENCE N.87°27'12"E. A DISTANCE OF 40.00 FEET;

THENCE S.02°32'48"E. A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT SITUATE AND BEING WITHIN THE CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA AND CONTAINING 2,400 SQUARE FEET, MORE OR LESS.

NOTES:

1. THE PROPERTY SHOWN HEREON WAS NOT ABSTRACTED FOR OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF RECORD.
2. THIS SKETCH AND DESCRIPTION IS "NOT VALID" WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. THE BEARINGS SHOWN HEREON ARE BASED ON N.87°34'11"E, ALONG THE SOUTH LINE OF PARCEL A, AS RECORDED ON THE PLAT OF DANIA POINTE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 183 PAGES 91 THRU 99, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
4. THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY (THIS IS NOT A SURVEY).
5. THIS SKETCH OF DESCRIPTION WAS PREPARED BY THIS FIRM WITHOUT THE BENEFIT OF A TITLE SEARCH. THE LEGAL DESCRIPTION SHOWN HEREON WAS AUTHORED BY STONER & ASSOCIATES, INC.
6. SEE SHEET 2 OF 2 FOR A GRAPHIC DEPICTION (SKETCH) OF THE PROPERTY DESCRIBED HEREON.

FILE: C:\Users\damian\appdata\local\temp\AcPublish_14836\14-8058 Dania Pointe LIFT STATION EASEMENT.dwg

CERTIFICATE:

THIS IS TO CERTIFY THAT THE SKETCH AND LEGAL DESCRIPTION SHOWN HEREON IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.07, FLORIDA STATUTES.

REVISIONS	DATE	BY

DATE: Dec 18, 2017
RICHARD G. CRAWFORD Jr.
PROFESSIONAL SURVEYOR AND MAPPER NO. 5371 - STATE OF FLORIDA

THE MATERIAL SHOWN HEREON IS THE PROPERTY OF STONER & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT PERMISSION OF STONER & ASSOCIATES, INC.
COPYRIGHT©2017

DATE OF SKETCH:	DRAWN BY	CHECKED BY	FIELD BOOK
12/18/17	DRL	RGC	N/A

SEAL
NOT VALID UNLESS
SEALED HERE WITH
AN EMBOSSED
SURVEYOR'S SEAL

SHEET 1 OF 2

SKETCH NO.
14-8058 L.S.E.

4341 S.W. 62nd AVE.
Davie, Florida 33314

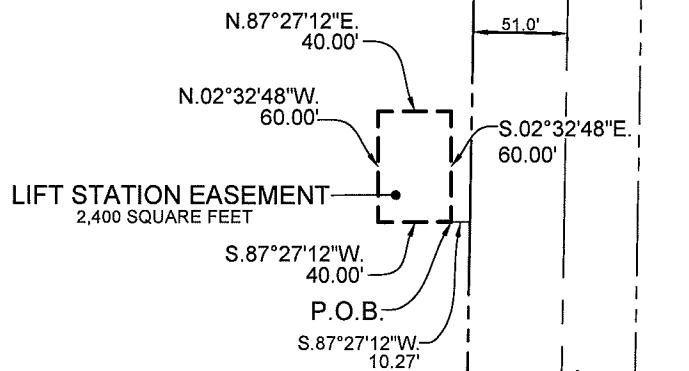


STONER & ASSOCIATES, INC.

SURVEYORS - MAPPERS
Florida Licensed Survey
and Mapping Business No. 6633

Tel. (954) 585-0997
Fax (954) 585-3927

EXHIBIT "A"
**SKETCH OF DESCRIPTION
LIFT STATION EASEMENT**
CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA

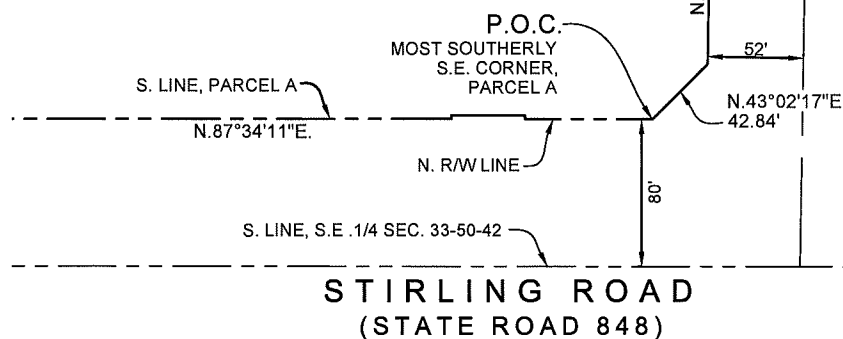


PORTION OF PARCEL A
DANIA POINTE
(P.B. 183, PG. 91-99, B.C.R.)

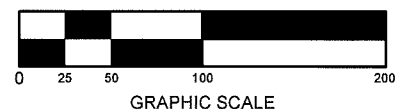
LEGEND:

P.B. PLAT BOOK
PG. PAGE
B.C.R. BROWARD COUNTY RECORDS
P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
R/W RIGHT-OF-WAY
CL CENTERLINE

NOTE:
SEE SHEETS 1 OF 2 FOR THE LEGAL
DESCRIPTION OF THE PROPERTY SHOWN
GRAPHICALLY HEREON.



SCALE: 1" = 100'



SHEET 2 OF 2

SKETCH NO.
14-8058 L.S.E.

OPINION OF TITLE

To: City of Dania Beach

With the understanding that this Opinion of Title is furnished to the City of Dania Beach, as inducement for acceptance of a lift station easement covering the real property, hereinafter described, it is hereby certified that the following report reflects a comprehensive search of the Public Records affecting the above described property covering the period from the beginning to the 25th day of April, 2018, at the hour of 8:00 a.m. inclusive, of the following described property:

Legal Description

Include reference to and copy(ies) of original deeds vesting title to current owner(s)

See attached Exhibit "A"

I am of the opinion that on the last mentioned dated, the fee simple title to the above-described real property was vested in:

Names of all Owner(s) of Record:

Dania Live 1748, LLC, a Delaware limited liability company

pursuant to Special Warranty Deed recorded in Official Records Book 51181, page 1376 of the Public Records of Broward County, Florida.

Subject to the following:

Mortgage(s) of Record *(if none, state none):* **NONE**

List of easements and Rights-of-Way lying within the plat boundaries *(if none, state none).* (Attach copies of all recorded document(s) [excluding recorded plats] – ALL DOCUMENTS RECORDED IN THE OFFICIAL RECORDS OF BROWARD COUNTY, FLORIDA.

Plat of Dania Point recorded in Plat Book 183, Page 91 of the Public Records of Broward County, Florida.

[SIGNATURE ON FOLLOWING PAGE]

I HEREBY CERTIFY that the foregoing report reflects a comprehensive search of the Public Records of Broward County, Florida, affecting the above described property. I further certify that I am an attorney-at-law duly admitted to practice in the State of Florida and a member in good standing of the Florida Bar. Respectfully submitted this 4th day of May, 2017.

GREENSPOON MARDER, P.A.



By Mark J. Lynn, Esq., for the firm
Florida Bar No. 0085741

Exhibit "A"

LEGAL DESCRIPTION OF LIFT STATION EASEMENT CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA

LEGAL DESCRIPTION:

A LIFT STATION EASEMENT BEING A PORTION OF PARCEL A, DANIA POINTE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 183 PAGES 91 THRU 99, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST SOUTHERLY SOUTHEAST CORNER OF SAID PARCEL A;

THENCE N.43°02'17"E. A DISTANCE OF 42.84 FEET;

THENCE N.01°29'36"W. A DISTANCE OF 172.46 FEET;

THENCE N.00°15'05"W. A DISTANCE OF 46.13 FEET;

THENCE N.01°29'36"W. A DISTANCE OF 360.33 FEET, LAST MENTIONED 4 COURSES BEING COINCIDENT WITH THE EAST LINE OF SAID PARCEL A;

THENCE S.87°27'12"W. A DISTANCE OF 10.27 FEET TO THE POINT OF BEGINNING.

THENCE CONTINUE S.87°27'12"W. A DISTANCE OF 40.00 FEET;

THENCE N.02°32'48"W. A DISTANCE OF 60.00 FEET;

THENCE N.87°27'12"E. A DISTANCE OF 40.00 FEET;

THENCE S.02°32'48"E. A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT SITUATE AND BEING WITHIN THE CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA.

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

TO APPROVE AND ADOPT A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION BASED UPON EXPANDED LIMITS OF INTERCHANGE AREAS LOCATED AT I-95 (STATE ROAD NO. 9), AND STIRLING ROAD (STATE ROAD NO 848) AND AT I-95 AND GRIFFIN ROAD (STATE ROAD NO. 818) BY WHICH THE CITY WILL PERFORM MAINTENANCE OF LANDSCAPE IMPROVEMENTS OF AREAS LOCATED WITHIN THE CITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo 2018 - FDOT Maintenance Agreement I-95 Stirling and Griffin - rsn, R-2018- FDOT Maintenance MOA for I-95 & Stirling and I-95 & Griffin, R-2018- FDOT Maintenance MOA for I-95 & Stirling and I-95 & Griffin Exhibit A



City of Dania Beach

Department of Public Services

100 West Dania Beach Blvd · Dania Beach, FL 33004 · (954) 924-3741 · (954) - 923-1109 (fax)

TO: Honorable Mayor and Commissioners

FROM: Robert Baldwin, City Manager

BY: Brad Kaine, Director of Public Services
Ronnie S. Navarro, P.E., Deputy Director/City Engineer

Date: June 12, 2018

RE: FDOT Maintenance Agreement for a Portion of I-95 at
Stirling Road and Griffin Road

Introduction and Background

FDOT is requesting a Maintenance Memorandum of Agreement with the City of Dania Beach to perform the necessary maintenance functions on new limits of the maintenance boundaries. Please see Exhibit A – Roadway Project Location and Landscape Improvements Maintenance Boundaries.

That costs associated with this expanded limits to the Landscape Maintenance Memorandum of Agreement will be approximately \$10,000.00 a year and will be paid from future annual budget appropriations of the General Fund, Public Services Streets Maintenance Division budget starting fiscal FY2019. Staff recommends approval.

Recommendation

It is recommended that the City Commission approve the Maintenance Memorandum of Agreement under the terms and conditions therein and authorize the City Manager to execute the same.

RESOLUTION NO. 2018-077

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION BASED UPON EXPANDED LIMITS OF INTERCHANGE AREAS LOCATED AT I-95 (STATE ROAD NO. 9), AND STIRLING ROAD (STATE ROAD NO. 848) AND AT I-95 AND GRIFFIN ROAD (STATE ROAD NO. 818) BY WHICH THE CITY WILL PERFORM MAINTENANCE OF LANDSCAPE IMPROVEMENTS OF AREAS LOCATED WITHIN THE CITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation (“FDOT”) is requesting that a Maintenance Memorandum of Agreement be executed with the City of Dania Beach, Florida, to perform landscape maintenance services on newly established boundaries of I-95 interchange areas; and

WHEREAS, on February 25, 2013, FDOT entered into a Landscape Memorandum of Agreement with the City to maintain certain landscape improvements at the interchange of I-95 and Stirling Road; and

WHEREAS, on June 29, 2017, FDOT entered into a Landscape Memorandum of Agreement with the City to maintain certain landscape improvements at the interchange of I-95 and Griffin Road; and

WHEREAS, the proper City officials are authorized to execute a Landscape Maintenance Memorandum of Agreement on behalf of the City of Dania Beach with the State of Florida Department of Transportation to perform necessary ongoing maintenance to newly installed landscape improvements resulting from project work for a portion of I-95, Stirling Road, and Griffin Road, a copy of which agreement in substantial form is attached as Exhibit “A”, which Agreement will merge and expand the maintenance responsibilities specified in the 2013 and 2017 Agreements;

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

Section 1. That the above “Whereas” clauses are approved and incorporated into this Resolution by this reference.

Section 2. That the City Commission authorizes the proper City officials to enter into a Landscape Maintenance Memorandum of Agreement, a copy which is attached and incorporated by this reference.

Section 3. That the City Manager and City Attorney are authorized to make minor revisions to such agreement as are deemed necessary and proper for the best interest of the City.

Section 4. That costs associated with this Memorandum of Agreement will be approximately Ten Thousand Dollars (\$10,000.00) per year and will be paid from annual budget appropriations of the General Fund, Public Services Streets Maintenance Division budget, and therefore, will be added to City budget appropriations in future years.

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

Section 6. That this resolution shall be in full force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on June 12, 2018.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

SECTION No.: 86100
FM No. (s): 409354-2-52-01
COUNTY: BROWARD
S.R. No.: 9

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DISTRICT FOUR
LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made and entered this _____ day of _____, 20____, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, a component AGENCY of the State of Florida, hereinafter called the DEPARTMENT and the **City of Dania Beach** a municipal corporation existing under the Laws of Florida, hereinafter called the AGENCY.

WITNESSETH:

WHEREAS, the DEPARTMENT has jurisdiction over State Road 9 (I-95) as part of the State Highway System as described in **Exhibit "A"**; and

WHEREAS, the DEPARTMENT seeks to install and have maintained by the AGENCY certain landscape improvements within the right of way of State Road 9 (I-95) as described within **Exhibit "B"**; and

WHEREAS, as part of the continual updating of the State of Florida Highway System, the DEPARTMENT, for the purpose of safety, protection of the investment and other reasons, has constructed and does maintain the highway facility as described in **Exhibit "A"** (attached hereto and incorporated by reference herein), within the corporate limits of the AGENCY; and

WHEREAS, the AGENCY is agreeable to maintaining those Landscape Improvements within the AGENCY'S limits including plant materials, irrigation system and/or hardscape to the medians and areas outside the travel way to the right of way line and/or areas within the travelway that may contain specialty surfacing (concrete pavers, color stamped concrete and color stamped asphalt [also known as patterned pavement]) including any other hardscape (if applicable), but excluding standard concrete sidewalk; and agrees such improvements shall be maintained by periodic mowing, fertilizing, weeding, litter pick-up, pruning, necessary replanting, irrigation repair and/or repair of the median concrete replacements associated with the specialty surfacing (if applicable) as needed; and

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, on February 25, 2013, the DEPARTMENT entered into a Landscape Memorandum of Agreement with the AGENCY to maintain certain landscape improvements at the Interchange of State Road 9 (I-95) and State Road 848 (Stirling Road); and,

WHEREAS, on June 29, 2017, the DEPARTMENT entered into a Landscape Memorandum of Agreement with the AGENCY to maintain certain landscape improvements at the Interchange of State Road 9 (I-95) and State Road 818 (Griffin Road); and,

WHEREAS, it is the intent of the parties that the responsibility of the party's agreements is merged into this Agreement; and,

WHEREAS, it is the intent of the AGENCY and the DEPARTMENT that the AGENCY shall maintain all right of way within the medians, outside the travelway and improvements made to the travelway that was made at the request of the AGENCY; and

WHEREAS, the AGENCY by Resolution No. _____ dated _____, 20_____, attached hereto and by this reference made a part hereof, desires to enter into this Agreement and authorizes its officers to do so;

NOW THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties covenant and agree as follows:

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. INSTALLATION OF FACILITIES

The DEPARTMENT shall install or caused to be installed *landscape improvements* described as: plant materials, irrigation and/or hardscape on the highway facilities substantially as specified in plans and specifications hereinafter referred to as the Project(s) and incorporated herein as referenced in **Exhibit "B"**. *Hardscape* shall mean, but not be limited to, site furnishings, landscape accent lighting, bike racks, fountain, tree grates, decorative free standing or retaining wall(s) and/or any non-standard roadway, sidewalk, median or crosswalk surfacing, such as, but not be limited to the following: specialty surfacing (concrete pavers, color stamped concrete and color stamped asphalt [also known as patterned pavement]). If there are any major changes to the plan(s), the DEPARTMENT shall provide the modified plan(s) to the AGENCY and the AGENCY shall provide their approval or disapproval to the DEPARTMENT within 10 business days. The DEPARTMENT may elect to withdraw the landscape improvements if changes are not approved within the given time frame.

3. MAINTENANCE OF FACILITIES

- A. The AGENCY agrees to maintain the landscape improvements, as existing and those to be installed, within the physical limits described in **Exhibit "A"** and as further described in **Exhibit "B"**. The non-standard improvements within and outside the travelway shall be maintained by the AGENCY regardless if the said improvement was made by the DEPARTMENT, the AGENCY, or others authorized pursuant to section 7, by periodic mowing, pruning, fertilizing, weeding, curb and sidewalk edging, litter pickup, necessary replanting, irrigation system repair and/ or repair of any median concrete replacement associated with specialty surfacing (if applicable) following the DEPARTMENT'S landscape safety and maintenance guidelines, **Exhibit "D"**, the Maintenance Plan. The AGENCY'S responsibility for

maintenance shall include all landscaped, turfed and hardscape areas on the sidewalk or within the medians and areas outside the travelway to the right-of-way and/or areas within the travelway containing specialty surfacing. It shall be the responsibility of the AGENCY to restore an unacceptable ride condition of the roadway caused by the differential characteristics of non-standard travelway surfacing and the associated header curb and concrete areas (if applicable) on DEPARTMENT right-of-way within the limits of this Agreement.

- B. Such maintenance to be provided by the AGENCY is specifically set out as follows: to maintain, which means to properly water and fertilize all plants; to keep them as free as practicable from disease and harmful insects; to properly mulch the planting beds; to keep the premises free of weeds; to mow the turf to the proper height; to properly prune all plants which at a minimum includes: (1) removing dead or diseased parts of plants, (2) pruning such parts thereof to provide clear visibility to signage, permitted outdoor advertising signs (per Florida Statute 479.106), and for those using the roadway and/or sidewalk; (3) preventing any other potential roadway hazards. *Plant materials* shall be those items which would be scientifically classified as plants including trees, palms, shrubs, groundcover and turf. To maintain also means to remove or replace dead or diseased plants in their entirety, or to remove or replace those that fall below original project standards. Palms shall be kept fruit free year-round. To maintain means to keep the header curbs that contain the specialty surfacing treatment in optimum condition. To maintain also means to keep the hardscape areas clean, free from weeds and to repair said hardscape as is necessary to prevent a safety hazard. To maintain also means to keep litter removed from the median and areas outside the travel way to the right of way line. All plants removed for whatever reason shall be replaced by plants of the same species type, size, and grade as specified in the original plans and specifications. Any changes to the original plans shall be submitted by permit application to the DEPARTMENT for review and approval.
- C. If it becomes necessary to provide utilities (water/electricity) to the medians or areas outside the travelway to maintain these improvements, all costs associated with the utilities for the landscape improvements including, but not limited to any impact and connection fees, and the on-going cost of utility usage for water and electrical are the maintaining AGENCY'S responsibility.
- (1) The AGENCY shall be solely responsible for any impact and/or connection fees
- AND
- (2) The AGENCY shall be responsible for the described ongoing utility costs upon final acceptance of the construction project by the DEPARTMENT and thereafter. The Project is accepted prior to the start of the FDOT Specification 580 Contractor's Plant Establishment Period.
- AND
- (3) The AGENCY shall be responsible for these improvements immediately after final acceptance of the construction project by the DEPARTMENT except for the

plant materials which will be included in the FDOT Specification 580 Contractor's Plant Establishment Period. The AGENCY shall be responsible for the maintenance of all landscape improvements after the completion of the FDOT Specification 580 Contractor's Plant Establishment Period.

- D. The maintenance functions to be performed by the AGENCY may be subject to periodic inspections by the DEPARTMENT at the discretion of the DEPARTMENT. Such inspection findings will be shared with the AGENCY and shall be the basis of all decisions regarding, repayment, reworking or Agreement termination. The AGENCY shall not change or deviate from said plans without written approval of the DEPARTMENT.

4. NOTICE OF MAINTENANCE DEFICIENCIES

- A. If at any time after the AGENCY has undertaken the maintenance responsibilities for the landscape improvements, it shall come to the attention of the DEPARTMENT'S District Secretary that the limits, or a part thereof, are not properly maintained pursuant to the terms of this Agreement, said District Secretary may at his/her option, issue a written notice that a deficiency or deficiencies exist(s), by sending a certified letter to the AGENCY, placing said AGENCY on notice thereof. Thereafter the AGENCY shall have a period of thirty (30) calendar days within which to correct the cited deficiencies. If said deficiencies are not corrected within this time period, the DEPARTMENT may at its option, proceed as follows:
- (1) Maintain the landscape improvements or any part thereof, with DEPARTMENT or Contractor's personnel and invoice the AGENCY for expenses incurred, and / or
 - (2) At the discretion of the DEPARTMENT, terminate the Agreement in accordance with Paragraph 9 of this Agreement and remove, by the DEPARTMENT or Contractor's personnel, all of the landscape improvements installed under this Agreement or any preceding Agreements, except as to trees and palms, and charge the AGENCY the reasonable cost of such removal.
- B. The AGENCY agrees to reimburse the DEPARTMENT all monies expended by the DEPARTMENT for the landscape improvements listed in **Exhibit "B"** in the amounts listed in **Exhibit "E"** should the landscape improvement fail to be maintained in accordance with the terms and conditions of this Agreement.

5. FUTURE DEPARTMENT IMPROVEMENTS

It is understood between the parties hereto that the landscape improvements covered by this Agreement may be removed, relocated or adjusted at any time in the future as determined to be necessary by the DEPARTMENT in order that the adjacent state road be widened, altered or otherwise changed to meet future criteria or planning needs of the DEPARTMENT.

The AGENCY shall be given sixty (60) calendar days notice to remove said landscape improvements at AGENCY'S expense after which time the DEPARTMENT may remove same. All permits (including tree permits), fees, and any mitigation associated with the

removal, relocation or adjustments of these improvements are the maintaining AGENCY'S responsibility.

6. FUTURE AGENCY IMPROVEMENTS

The AGENCY may construct additional landscape improvements within the limits of the improvements rights of ways identified herein, subject to the following conditions:

- (a) Plans for any new landscape improvements shall be subject to approval by the DEPARTMENT. The AGENCY shall not change or deviate from said plans without written approval by the DEPARTMENT.
- (b) The AGENCY shall procure a permit from the DEPARTMENT.
- (c) All landscape improvements shall be developed and implemented in accordance with appropriate state safety and roadway design standards.
- (d) The AGENCY agrees to comply with the requirements of this Agreement with regard to any additional landscape improvements it chooses to have installed and there will be no cost to the DEPARTMENT.

7. ADJACENT PROPERTY OWNER IMPROVEMENTS

The DEPARTMENT may allow an adjacent property owner to construct additional landscape improvements within the limits of the rights of way identified in **Exhibit "A"** of this Agreement and the AGENCY shall be responsible for maintaining those improvements under this Agreement subject to the following conditions:

- (a) Plans for any new landscape improvements shall be subject to approval by the DEPARTMENT and shall require a valid permit attached with a letter of consent to said plans by the AGENCY. The plans shall not be changed or deviated from without written approval by the DEPARTMENT and the AGENCY.
- (b) All landscape improvements shall be developed and implemented in accordance with appropriate state safety and roadway design standards.
- (c) The AGENCY agrees to comply with the requirements of this Agreement with regard to any additional landscape improvements installed by an adjacent owner.

8. LANDSCAPE IMPROVEMENTS COST

The DEPARTMENT agrees to enter into a contract for the installation of the landscape improvements with an estimated amount of **\$43,590.00** as referenced in **Exhibit "E"**. This amount may be reduced or eliminated at the sole discretion of the DEPARTMENT or due to budgetary constraints of the DEPARTMENT.

The DEPARTMENT'S participation in the landscape improvements' cost, as described in **Exhibit "E"** is limited to only those items which are directly related to the Landscape improvement plans.

- (1) The AGENCY shall be invited to assist the DEPARTMENT in the final acceptance of the landscape improvements by the DEPARTMENT associated with the roadway construction project and then upon completion of the FDOT Specification 580 Contractor's Plant Establishment Period.

9. AGREEMENT TERMINATION

In addition to those conditions otherwise contained herein, this Agreement may be terminated under any one (1) of the following conditions:

- (a) By the DEPARTMENT, if the AGENCY fails to perform its duties under this Agreement, following ten (10) days written notice.
- (b) By the DEPARTMENT, for refusal by the AGENCY to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the AGENCY in conjunction with this Agreement.

10. AGREEMENT TERM

- A. The term of this Agreement commences upon execution by all parties. The term of this Agreement shall remain in effect for twenty-five (25) years.
- B. If the DEPARTMENT chooses not to implement the landscape improvements described in **Exhibit "B"**, this Agreement becomes void and the original Agreement is reinstated if any.

11. LIABILITY AND INSURANCE REQUIREMENTS

- A. With respect to any of the AGENCY'S agents, consultants, sub-consultants, contractors, and/or sub-contractors, such party in any contract for the landscape improvements shall agree to indemnify, defend, save and hold harmless the DEPARTMENT from all claims, demands, liabilities, and suits of any nature arising out of, because of or due to any intentional and/or negligent act or occurrence, omission or commission of such agents, consultants, subconsultants, contractors and/or subcontractors. The AGENCY shall provide to the DEPARTMENT written evidence of the foregoing upon the request of the DEPARTMENT. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the DEPARTMENT for its own negligence.
- B. In the event that AGENCY contracts with a third party to provide the services set forth herein, any contract with such third party shall include the following provisions:
 - (1) AGENCY'S contractor shall at all times during the term of this Agreement keep and maintain in full force and effect, at contractor's sole cost and expense, Comprehensive General Liability with minimum limits of \$1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability and Worker's Compensation insurance with minimum limits of \$500,000.00 per Liability. Coverage must be afforded on a form no more

restrictive than the latest edition of the Comprehensive General Liability and Worker's Compensation policy without restrictive endorsements, as filed by the Insurance Services Office and shall name the DEPARTMENT as an additional insured on such policies.

- (2) AGENCY'S contractor shall furnish AGENCY with Certificates of Insurance of Endorsements evidencing the insurance coverage specified herein prior to the beginning performance of work under this Agreement.
- (3) Coverage is not to cease and is to remain in full force and effect (subject to cancellation notice) until all performance required of AGENCY'S contractor is completed. All policies must be endorsed to provide the DEPARTMENT with at least thirty (30) days notice of cancellation and or/or restriction. If any of the insurance coverage will expire prior to the completion of work, copies of renewal policies shall be furnished at least (30) days prior to the date of expiration.

12. E-VERIFY REQUIREMENTS

The AGENCY shall:

- (a) Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the AGENCY during the term of the contract; and
- (b) Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

13. SUPERSEDED PRECEDING LANDSCAPE AGREEMENTS

This Agreement shall replace and supersede any and all preceding landscape agreements as listed in **Exhibit "C"** except as specifically excepted out. The landscape improvement plans and the associated Maintenance Plan Part II attached to the referenced agreements and project costs shall, by reference, become a part of this agreement as if they were attached hereto unless superseded by later plans. The AGENCY shall have the same duty to maintain those landscape improvements under this Agreement as the AGENCY did under the previous landscape agreements, and as more specifically detailed in this Agreement.

14. FISCAL TERMS

The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory

only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.

15. DISPUTES

The DEPARTMENT'S District Secretary shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution or fulfillment of the service hereunder and the character, quality, amount and value thereof; and his decision upon all claims, questions and disputes shall be final and conclusive upon the parties hereto.

16. ASSIGNMENT

This Agreement may not be assigned or transferred by the AGENCY in whole or part without the consent of the DEPARTMENT.

17. LAWS GOVERNING

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The AGENCY agrees to waive forum and venue and that the DEPARTMENT shall determine the forum and venue in which any dispute under this agreement is decided.

18. NOTICES

Any and all notices given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledgement or sent by certified mail, return receipt requested. All notices shall be sent to the following addresses.

If to the DEPARTMENT:
State of Florida Department of Transportation
3400 West Commercial Blvd.
Ft. Lauderdale, FL 33309-3421
Attention: Elisabeth A. Hassett, R.L.A.
FDOT District IV Landscape Architect

If to the AGENCY:
City of Dania Beach
1201 Stirling Road
Dania Beach, Florida 33004
Attention: Ronnie Navarro, P.E.
Title: Deputy Public Serv. Director

19. LIST OF EXHIBITS

Exhibit A: Landscape Improvements Limits Maintenance Boundaries
Exhibit B: Landscape Improvement Plans
Exhibit C: Preceding Landscape Agreement Descriptions(s)
Exhibit D: Maintenance Plan for Landscape Improvements
Exhibit E: Approximate Cost for Landscape Improvements

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first above written.

CITY OF DANIA BEACH

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
Chairperson/Mayor/Manager

By: _____
Transportation Development Director

Attest: _____ (SEAL)
Clerk

Attest: _____ (SEAL)
Executive Secretary

Legal Approval Date

Legal Review Date

Office of the General Counsel _____

SECTION No.:	86100
FM No. (s):	409354-2-52-01
COUNTY:	BROWARD
S.R. No.:	9

EXHIBIT A

ROADWAY PROJECT LOCATION AND LANDSCAPE IMPROVEMENTS MAINTENANCE BOUNDARIES

I. ROADWAY PROJECT LOCATION:

State Road 9 (I-95) Express Lanes Phase 3C from South of SR 820 (Hollywood Blvd.) (M.P. 1.773) to South of SR 842 (W. Broward Blvd.) (M.P. 10.757)

II. LANDSCAPE IMPROVEMENTS MAINTENANCE BOUNDARIES (COMBINED):

A. New Limits

State Road 9 (I-95) at SR 848 (Stirling Rd.)
Northeast Quadrant (Northbound on ramp); Ramp M.P. 0.000 to Ramp M.P. 0.181

State Road 9 (I-95) at SR 818 (Griffin Rd.)
Northwest Quadrant (FDOT drainage parcel adjacent to the southbound off ramp);
Ramp M.P. 0.752 to M.P. 0.892

B. PREVIOUS LIMITS:

State Road 9 (I-95) at State Road 848 (Stirling Road) Interchange northwest and northeast quadrants (M.P. 0.140) to M.P. 0.237)

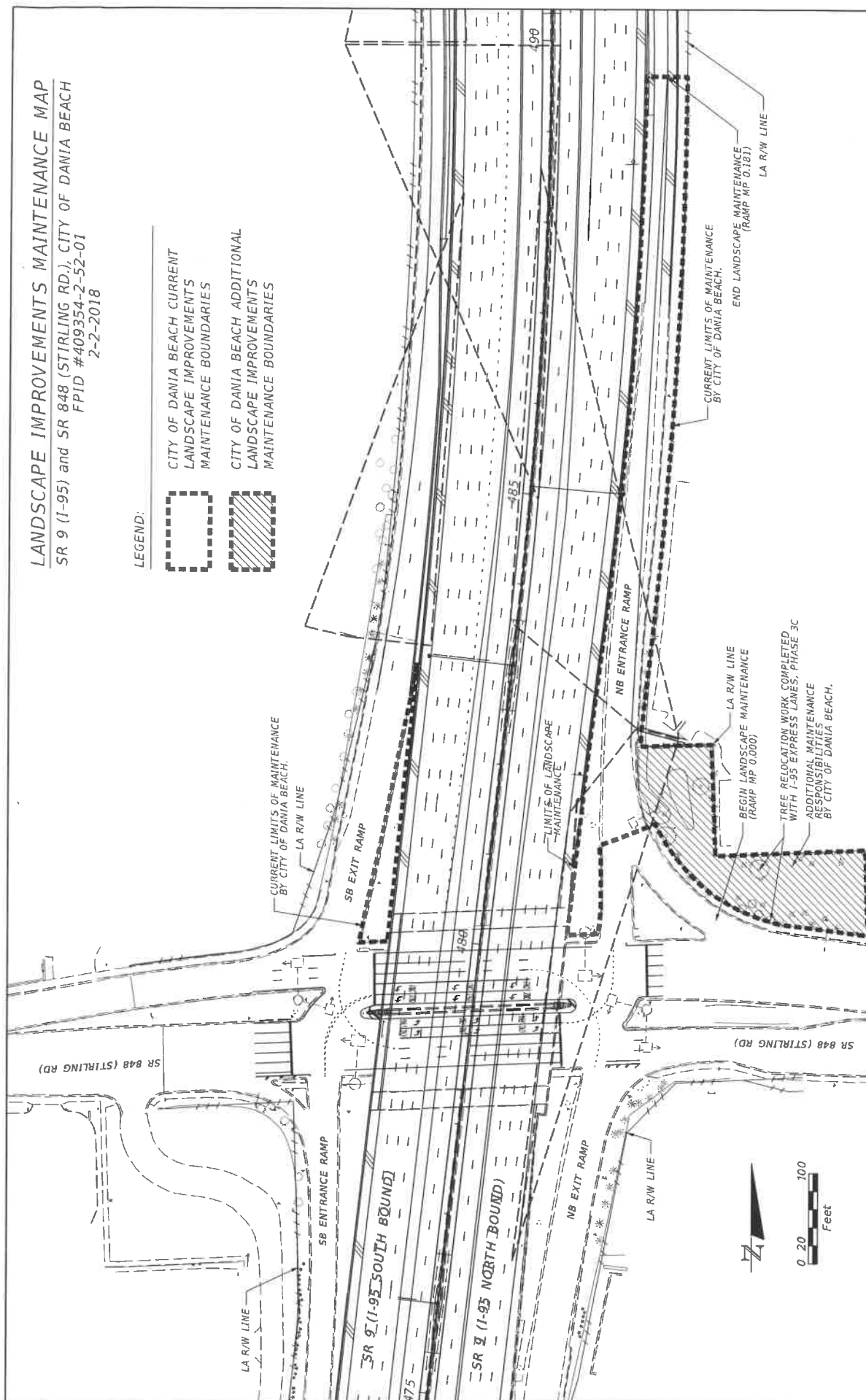
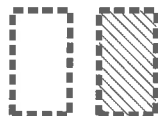
State Road 9 (I-95) at State Road 818 (Griffin Road) Intersection infields from State Road 9 (I-95) from (M.P. 6.079) to (M.P. 6.303)

III. LANDSCAPE IMPROVEMENTS MAINTENANCE BOUNDARIES MAP:

See Attached

LEGEND:

CITY OF DANIA BEACH CURRENT
LANDSCAPE IMPROVEMENTS
MAINTENANCE BOUNDARIES

[illegible]

SR 9 (I-95) and SR 818 (GRIFIN RD), CITY OF DANIA BEACH
FPID #409354-2-52-01

ADDITIONAL LIMITS OF MAINTENANCE
BY CITY OF DANIA BEACH.



DATE	REVISIONS	DESCRIPTION	LANDSCAPE ARCHITECT OF RECORD: Robert J. Colleur, RLA #1057 COLLEUR & HEARING, INC. 1934 Commerce Lane, Suite 1 Fort Lauderdale, FL 33305 561-747-6336 Fax: 561-747-1377 Cert. of Auth. LC-C000239	STATES OF FLORIDA DEPARTMENT OF TRANSPORTATION ROAD NO. 9 COUNTY BROWARD FINANCIAL PROJECT ID 409354-2-52-01	LANDSCAPE IMPROVEMENTS MAINTENANCE MAP	SHEET NO.
						LIM 2

SECTION No.:	86100
FM No. (s):	409354-2-52-01
COUNTY:	BROWARD
S.R. No.:	9

EXHIBIT B

LANDSCAPE IMPROVEMENT PLANS

The DEPARTMENT agrees to install the landscape improvements in accordance with the plans and specifications attached hereto and incorporated herein.

Please see attached plans prepared by: Robert J. Cotleur, RLA.
Cotleur & Hearing Landscape Architects

Date: February 6, 2018

TABULATION OF QUANTITIES/PLANT SCHEDULE

I-95 & HOLLYWOOD BLVD. INTERCHANGE

SYM.	DESCRIPTION (BOTANICAL NAME - COMMON NAME)	GRAND TOTAL
BN	Bismarckia nobilis 'Silver' - Silver Bismarck palm	7
BS	Bursera flammula - Tourist Tree/Gumbo Limbo	1
CM	Coccothrinax miraguana - Miraguana palm	5
CV	Quercus virginiana - Live Oak tree	7
OV	Rorstonea regia - Royal palm	29
SP	Sabal palmetto - Cabbage palm	18
TR	Thrinax radiata - Thatch palm	43
PEA	Ptychosperma elegans - Solitaire palm	12
	TOTAL:	110

I-95 & STIRLING RD. INTERCHANGE

SYM.	DESCRIPTION (BOTANICAL NAME - COMMON NAME)	GRAND TOTAL
BN	Bismarckia nobilis 'Silver' - Silver Bismarck palm	2
BS	Bursera flammula - Tourist Tree/Gumbo Limbo	1
RE	Rorstonea regia - Royal palm	1
SP	Sabal palmetto - Cabbage palm	1
TR	Thrinax radiata - Thatch palm	6
PEA	Ptychosperma elegans - Solitaire palm	22
	TOTAL:	33

I-95 & I-595 INTERCHANGE: TREES TO BE RELOCATED TO HOLDING AND RETURNED TO ORIGINAL LOCATION

SYM.	DESCRIPTION (BOTANICAL NAME - COMMON NAME)	GRAND TOTAL
BN	Bismarckia nobilis 'Silver' - Silver Bismarck palm	11
CH	Chamaerops humilis - European Fan Palm	2
CN	Cocos nucifera 'Maytan' - Maytan Coconut Palm	6
LD3	Livistonia decipiens - Triple Ribbon Palm	2
LD1	Livistonia decipiens - Single Ribbon Palm	4
PEA	Ptychosperma elegans - Solitaire palm	6
PHS	Phoenix silvestris - Sylvester Date palm	13
PHS	Phoenix silvestris - Sylvester Date palm	11
RE	Rorstonea regia - Florida Royal Palm	65
TR	Thrinax radiata - Thatch palm	10
VT	Veitchia montgomeryana - Triple Montgomery Palm	8
VD	Veitchia montgomeryana - Double Montgomery Palm	6
	TOTAL:	144

I-95 & SHERIDAN ST. INTERCHANGE

SYM.	DESCRIPTION (BOTANICAL NAME - COMMON NAME)	GRAND TOTAL
BN	Bismarckia nobilis 'Silver' - Silver Bismarck palm	7
CM	Coccothrinax miraguana - Miraguana palm	9
DA	Dioscorea alata - Hurricane palm	10
HL	Holoptelea laevis - Bottle palm	18
PHS	Phoenix silvestris - Sylvester Date palm	3
PHM	Phoenix dactylifera 'Medool' - Medool Date palm	3
TR	Thrinax radiata - Thatch palm	4
PEA	Ptychosperma elegans - Solitaire palm	5
	TOTAL:	59

I-95 & GRIFFIN RD. INTERCHANGE

SYM.	DESCRIPTION (BOTANICAL NAME - COMMON NAME)	GRAND TOTAL
CA	Coccothrinax argentea - Florida Silver palm	14
HV	Horsetail verschaffeltii - Silmole palm	12
RE	Rorstonea regia - Royal palm	13
SP	Sabal palmetto - Cabbage palm	15
PEA	Ptychosperma elegans - Solitaire palm	3
	TOTAL:	57

I-95 & I-595 INTERCHANGE: TREES TO BE PERMANENTLY RELOCATED WITHIN INTERCHANGE

SYM.	DESCRIPTION (BOTANICAL NAME - COMMON NAME)	GRAND TOTAL
CN	Cocos nucifera 'Maytan' - Maytan Coconut Palm	7
DR	Delonix regia - Royal Poinciana	6
LD3	Livistonia decipiens - Triple Ribbon Palm	1
LD1	Livistonia decipiens - Single Ribbon Palm	1
RAI	Ravenea caribaea - Silver Trunked Tree (Largo)	2
TRA	Ravenea caribaea - Silver Trunked Tree (Small)	3
	TOTAL:	20

I-595 & SR 7 INTERCHANGE

SYM.	DESCRIPTION (BOTANICAL NAME - COMMON NAME)	GRAND TOTAL
LD	Livistonia decipiens - Single Ribbon palm	32
PHM	Phoenix dactylifera 'Medool' - Medool Date palm	3
RE	Rorstonea regia - Royal palm	17
SG	Sinarouba glauca - Paradise Tree	13
SP	Sabal palmetto - Cabbage Palm	39
VM	Veitchia montgomeryana - Single Montgomery Palm	20
	TOTAL:	124



FEB 06 2018

DATE		REVISIONS		DESCRIPTION	
LANDSCAPE ARCHITECT OF RECORD: Robert J. Chien, RLA #1087 COTI-EUR & HEARING, INC. 1934 Commerce Lane Suite 1 Jupiter, Florida 33458 561-747-6336 Fax 561-747-1317 Cert. of Auth. LC-000255				STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FINANCIAL PROJECT ID ROAD NO. COUNTY BROWARD 409354-2-52-01	
TREE RELOCATION PLAN TABULATION OF QUANTITIES				SHEET NO. TRP 20	

FM No. (s):
COUNTY:
S.R. No.:

409354-2-52-01
BROWARD
9

EXHIBIT C

PRECEDING LANDSCAPE AGREEMENT DESCRIPTION(S)

The following Landscape Agreements have been executed for projects that have been installed in accordance with the plans and specifications attached thereto and incorporated herein but not exclusive to the following agreement descriptions:

LANDSCAPE AGREEMENTS SUPERSEDED BY THIS AGREEMENT

State Road 9 (I-95)

State Road 9 (-95) at State Road 848 (Stirling Road) Interchange northwest and northeast quadrants (M.P. 0.140) to M.P. 0.237), FM#422796-1-52-01, Executed February 25, 2013, Resolution No2013-016 dated February 12, 2013, \$15,116.50

State Road 9 (I-95) at State Road 818 (Griffin Road) Intersection infields from State Road 9 (I-95) from (M.P. 6.079) to (M.P. 6.303), FM# 411948-9-52-01, Executed June 29, 2017, Resolution No2017-055 dated June 13, 2017, \$74,910.00.

SECTION No.:	86100
FM No. (s):	409354-2-52-01
COUNTY:	BROWARD
S.R. No.:	9

EXHIBIT D

MAINTENANCE PLAN FOR LANDSCAPE IMPROVEMENTS

This Exhibit forms an integral part of the DISTRICT FOUR (4) LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT between the State of Florida, Department of Transportation and the AGENCY.

Please see attached

MAINTENANCE PLAN

Landscape Improvements

Project State Road No(s): **State Road 9 (I-95) at State Road 848 (Stirling Road)**

Northeast Quadrant (Northbound on ramp);
Ramp M.P. 0.000 to Ramp M.P. 0.181

State Road 9 (I-95) at State Road 818 (Griffin Road)

Northwest Quadrant (FDOT drainage parcel adjacent to the
southbound off ramp); Ramp M.P. 0.752 to M.P. 0.892

FM No(s): **409354-2-52-01**
Maintaining Agency: **City of Dania Beach**
RLA of Record: **Robert J. Cotleur**
Date: **January 22, 2018**

I. GENERAL MAINTENANCE REQUIREMENTS AND RECOMMENDATIONS:

The purpose of a plan for the landscape improvements maintenance practices is to allow the plant material on your project to thrive in a safe and vigorous manner while fulfilling their intended purpose and conserving our natural resources. Plantings and all other landscape improvements shall be maintained to avoid potential roadway hazards and to provide required clear visibility, accessibility, clearance, and setbacks as set forth by Florida Department of Transportation (FDOT) governing standards and specifications: *FDOT Design Standards*, *FDOT Plans Preparation Manual Vol. I, Chapter 2.11* and *FDOT Standard Specifications for Road and Bridge Construction*, as amended by contract documents, and all other requirements set forth by the District 4 Operations Maintenance Engineer. The initial portion of the Maintenance Plan describes general maintenance requirements and recommendations. **The concluding section provides recommendations prepared by the Registered Landscape Architect of Record specific to the attached approved plans.**

WATERING REQUIREMENTS

Watering is a critical concern for not only the maintenance of healthy plant material but also for observing water conservation practices. The amount of water to apply at any one time varies with the weather, drainage conditions and water holding capacity of the soil. For plant materials that have been established, it is imperative that any mandated water restrictions be fully conformed to on FDOT roadways.

Proper watering techniques should provide even and thorough water dispersal to wet the entire root zone, but not saturate the soil or over-spray onto travel lanes.

IRRIGATION SYSTEM

The Agency shall ensure there are no roadway overspray or irrigation activities during daytime hours (most notably "rush hour" traffic periods). It is imperative the irrigation controller is properly set to run early enough that the watering process will be entirely completed before high traffic periods, while adhering to mandated water restrictions. To ensure water conservation, the Agency shall monitor the system for water leaks and the rain sensors to ensure they are functioning properly so that the system shuts down when there is sufficient rainfall.

INTEGRATED PLANT MANAGEMENT

An assessment of each planting area's soil is recommended to periodically determine the nutrient levels needed to sustain healthy, vigorous plant growth.

Palms, shrubs, trees and turf areas shall be fertilized in such a manner and frequency to ensure that the plant material remains healthy and vigorously growing. Please be alert to changes in fertilization types per University of Florida, Institute of Food and Agricultural Services (I.F.A.S.) recommendations. Establishment of an integrated pest management program is encouraged to ensure healthy plants, which are free of disease and pests.

MULCHING

Mulch planting beds in such a manner as to prevent weed growth, retain moisture to the plants, protect against soil erosion and nutrient loss, maintain a more uniform soil temperature, and improve the appearance of the planting beds. Avoid mulch mounded up on the trunks of trees, palms, and the base of shrubs to encourage air movement in this area which aids in lowering disease susceptibility. Cypress mulch is prohibited on state right of way.

PRUNING

All pruning, and the associated safety criteria, shall be performed according to American National Standard Institute (ANSI) A300 standards and shall be supervised by an International Society of Arboriculture (ISA) Certified Arborist. Pruning shall be carried out with the health and natural growth of plant materials in mind, to specific pruning heights maintaining clear visibility for motorists, and provide vertical clearance for pedestrian, bicyclist, and truck traffic where applicable. Visibility windows must be maintained free of view obstructions, and all trees and palms must be maintained to prevent potential roadway and pedestrian hazards, all palms are to be kept fruit free. The specific pruning heights are determined by understanding the designer's intent when selecting and placing the plants. The intended mature maintained height and spread of plants are noted on the plans (See Exhibit B.) and see Part II., Specific Project Site Maintenance Requirements and Recommendations as guidance. The understory plant materials selected for use within the restricted planting areas (Limits of Clear Sight) are to be mature height in compliance with Window Detail. Vertical tree heights must meet *FDOT Maintenance Rating Program* (MRP) standards. See Reference pages.

STAKING AND GUYING

All staking materials, except for replacements, are to be removed by the completion of FDOT establishment or after one year (whichever comes first). Any subsequent staking and guying activities by the Agency must adhere to *FDOT Design Standards* guidelines (See Index 544). The Agency shall closely monitor staking and guying attachment materials so that they are securely fastened to avoid potential roadway hazards.

TURF MOWING:

All grassed areas are to be mowed and trimmed with sufficient frequency to maintain a deep, healthy root system while providing a neat and clean appearance to the urban landscape. All turf efforts, mowing, curb/sidewalk edging and turf condition, must at a minimum, meet *FDOT Maintenance Rating Program* (MRP).

LITTER CONTROL:

The project site shall remain as litter free as practicable. It is recommended to recycle this litter to avoid unnecessary waste by its reuse. Litter removal efforts must meet *FDOT Maintenance Rating Program* (MRP) standards.

WEEDING/HERBICIDE

All planting areas shall be maintained as weed free as practicable by enlisting integrated pest management practices in areas specified on the plans and maintaining proper mulch levels. Extreme care is recommended when using a chemical herbicide to avoid overspray onto plant materials. It is the applicator's responsibility to restore any damage resulting from overspray to the plantings, per the approved plans.

PLANT REPLACEMENT

Plant replacement shall be the same species and specification as the approved plan. Move and replace all plant materials that may conflict with utility relocations and service. Only plants graded Florida #1 or better, per the *Florida Department of Agriculture and Consumer Services, Grades and Standards for Nursery Plants* are permitted on FDOT roadways. Should it become necessary to change the species, a permit is required from FDOT for approval by the FDOT District Landscape Architect.

HARDSCAPE (SPECIALTY SURFACING)

All tree grates and specialty surfacing (if applicable) shall be maintained in such a manner as to prevent any potential tripping hazards and protect damage to the surfacing and tree grates. Final surface tolerance from grade elevations shall, at a minimum, meet the most current FDOT Maintenance Rating Program Handbook Pages 43-47; ADA accessible sidewalk; and FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on The State Highway System. If the specialty surfacing or tree grates become damaged, they shall be replaced with the same type and specification as the approved plan.

HARDSCAPE (CONCRETE PAVERS)

All tree grates and concrete pavers (if applicable) shall be maintained in such a manner as to prevent any potential tripping hazards and protect damage to the pavers and tree grates. Final surface tolerance from grade elevations shall, at a minimum, meet the most current *Interlocking Concrete Pavement Institute (ICPI), Guide Specifications for Pavers on an Aggregate Base, Section 23 14 13 Interlocking Concrete Pavers*, Part 3.05. If the specialty surfacing or tree grates become damaged, they shall be replaced with the same type and specification as the approved plan.

It shall be the responsibility of the AGENCY to maintain all signs located within a non-standard surfacing area. Such maintenance to be provided by the AGENCY shall include repair and replacement of the sign panel, post, and base.

HARDSCAPE (NON-STANDARD) TRAVELWAY SURFACING

It shall be the responsibility of the AGENCY to restore an unacceptable ride condition of the roadway, including asphalt pavement (if applicable), caused or contributed by the installation or failure of non-standard surfacing, and/or the header curb, on the Department of Transportation right of way within the limits of this Agreement. Pavement restoration areas or "patches" will have a minimum length of 10-ft, measured from the edge of the header curb, and a width to cover full lanes for each lane affected by the restoration.

Pavement restoration will be performed in accordance with the most current edition of the *FDOT Standard Specifications for Road and Bridge Construction*, and the *FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System*.

**HARDSCAPE (LANDSCAPE ACCENT LIGHTING)
(IF APPLICABLE)**

Landscape accent lighting shall be maintained in such a manner as to prolong the life of the lighting fixture and prevent potential safety hazards. If the lighting fixtures and their system become damaged, they shall be replaced with the same type and specification as the approved plan. Landscape lighting shall meet requirements for the sea turtle nesting and hatching.

MAINTENANCE OF TRAFFIC CONTROL

Reference the FDOT website regarding the selection of the proper traffic control requirements to be provided during routine maintenance and / or new installations of this DOT roadway.

**VEGETATION MANAGEMENT AT OUTDOOR ADVERTISING (ODA)
(IF APPLICABLE)**

To avoid conflicts with permitted outdoor advertising, please reference the State of Florida website regarding the vegetation management of outdoor advertising. This website provides a portal to search the FDOT Outdoor Advertising Inventory Management System Database. The database contains an inventory of outdoor advertising structures, permits and other related information maintained by the Department.

Also, reference the *Florida Highway Beautification Program* website link for *Vegetation Management at ODA signs* Florida Statutes and Florida Administrative Code related to vegetation management at outdoor advertising sign, permit applications for vegetation management and determining mitigation value of roadside vegetation.

II. SPECIFIC PROJECT SITE MAINTENANCE REQUIREMENTS AND RECOMMENDATIONS

a. Specific Fertilization Requirements

- Several of the plant species utilized are considered "heavy feeders" and therefore, must receive periodic feedings to keep them healthy. This is also one of the best ways to keep them disease and insect free. These species include Bismarck, Bottle palms, Spindle palms, Hurricane palms, Solitaire palms, Royal palms, and Miraguama palms.
- Utilize a 'palm special' fertilizer blend with a micro-nutrient package on all the palms. Do not utilize fertilizers that were specifically formulated for trees and shrubs on the palms, however, you can use the palm special type fertilizer on all shrubs and trees. Follow all manufacturer recommended rates and application methods.

b. Specific Pruning Requirements

- For all the palms, pruning should only be done to remove the fronds that are below 90° from the trunk, and only when broken or dead. Only the *Thrinax* and *Coccothrinax* species have fronds that are not considered to be 'self-shedding' and therefore only these species will need to have dead fronds actually trimmed from the palm.
- As a specific requirement, all Thatch, Silver and Solitaire palms are to be maintained fruit free so they do not become attractive to birds, as required by the FAA.

c. Pest and Disease Management

- Broward County is known to have a high rate of Spiraling Whitefly. Although all species that are known to be highly susceptible to this pest have been avoided, the number of known hosts for this pest is increasing every day. If any plants are found to harbor this pest, they should be treated immediately. The use of systemic pesticides is more effective than contact sprays and typically only need to be applied yearly.
- Lethal Yellow is another disease that attacks many palm species and if this is found on-site, the affected palm should be completely removed and discarded off-site and the palm can then be replaced.
- Other diseases such as Ganoderma are more serious and if this is found, the palm must also be removed immediately and it can typically NOT be replaced, without also replacing the soil in the immediate area. Since that is typically not practical and is not even a guarantee that it will not return, the better solution is to replace the palm with a canopy tree, since canopy trees are generally not susceptible to this disease. Always use an experienced and licensed pest and disease control company to diagnose the problem and provide the treatments.

REFERENCES

This reference list is provided as a courtesy. The list may not contain the most current websites. The most current references must be accessed for up to date information.

Accessible Sidewalk (ADA)

<http://www.access-board.gov/guidelines-and-standards/streets-sidewalks>

Americans with Disabilities Act (ADA) (ADAAG)

http://www.ada.gov/2010ADASTandards_index.htm

American National Standard Institute, *ANSI A300, (Part 1) for Tree Care Operations – Trees, Shrub, and Other Woody Plant Maintenance – Standard Practices (Pruning)*, available for purchase

<http://webstore.ansi.org>

Florida Department of Agriculture and Consumer Services, Division of Plant Industry, *Florida Grades and Standards for Nursery Plants 2015*

<http://www.freshfromflorida.com/Divisions-Offices/Plant-Industry/Bureaus-and-Services/Bureau-of-Plant-and-Apiary-Inspection>

Florida Department of Community Affairs (DCA), *Florida Board of Building Codes & Standards, 2017 Florida Building Code, Chapter 11 Florida Accessibility Code for Building Construction Part A*

http://www2.iccsafe.org/states/florida_codes/

Florida Department of Transportation, *Program Management, Maintenance Specifications Workbook Supplemental Specifications, Section 580 Landscape Installation*

<http://www.fdot.gov/programmanagement/Maintenance/2018Jan/default.shtm>

Florida Department of Transportation, *FDOT Standard Plans for Design, Construction, Maintenance and Utility Operations on the State Highway System, Index 580-001 Landscape Installation*

<http://www.fdot.gov/design/standardplans/current/IDX/580-001.pdf>

Florida Department of Transportation, *FDOT Design Manual for Design, Construction, Maintenance and Utility Operations on the State Highway System, Chapter 212.11 Clear Sight Triangles*

<http://www.fdot.gov/roadway/FDM/current/2018FDM212Intersections.pdf>

Florida Department of Transportation, *FDOT Design Manual for Design, Construction, Maintenance and Utility Operations on the State Highway System, Chapter 215.2.3 Clear Zone Criteria and 215.2.4 Lateral Offset*

Table 215.2.1 Clear Zone Width Requirements

Table 215.2.2 Lateral Offset Criteria (for Trees)

<http://www.fdot.gov/roadway/FDM/current/2018FDM215RoadsideSafety.pdf>

Florida Department of Transportation, *FDOT Standard Plans for Design, Construction, Maintenance and Utility Operations on the State Highway System, Index Series 102-600 Traffic Control through Work Zones*

<http://www.fdot.gov/design/standardplans/current/IDX/102-600.pdf>

Department of Transportation, Landscape Architecture Website
www.MyFloridaBeautiful.com

Florida Department of Transportation, *Maintenance Rating Program Handbook*
<http://www.dot.state.fl.us/statemaintenanceoffice/MaintRatingProgram.shtm>

Florida Department of Transportation Outdoor Advertising Database
<http://www2.dot.state.fl.us/rightofway/>

Florida Exotic Pest Plant Council Invasive Plant Lists
<http://www.fleppc.org/list/list.htm>

Florida Irrigation Society
<http://www.fisstate.org>

Florida Power and Light (FPL), *Plant the Right Tree in the Right Place*
http://www.fpl.com/residential/trees/right_tree_right_place.shtml

SECTION No.:	86100
FM No. (s):	409354-2-52-01
COUNTY:	BROWARD
S.R. No.:	9

EXHIBIT E

APPROXIMATE COST FOR LANDSCAPE IMPROVEMENTS

This Exhibit forms an integral part of the DISTRICT FOUR (4) LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT between the State of Florida, Department of Transportation and the AGENCY.

\$ 45,590.00

Please see attached

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AMENDMENT TO THE EXISTING AGREEMENT WITH C.A.P. GOVERNMENT INC. ("CAP") TO OBTAIN SUPPLEMENTAL CLERICAL SERVICES FROM CAP RETROACTIVE TO OCTOBER 1, 2017, VALID THROUGH JUNE 16, 2019 WITHOUT COMPETITIVE BIDDING, AND WITHOUT ADVERTISEMENT FOR BIDS, THAT WILL EXCEED AN ANNUAL VENDOR TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00); FURTHER RATIFYING EXPENSES AND AUTHORIZING SUCH PURCHASES MADE FROM THE BUILDING FUND APPROVED ANNUAL BUDGET APPROPRIATIONS

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

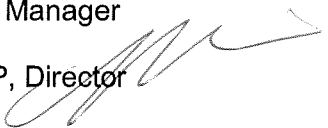
Signed CAP memo, R-2018- C.A.P. Government Inc. Amendment to Agreement to add Clerical Services, Work Order for Permit Clerk



**CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT**

DATE: June 12, 2018

TO: Robert Baldwin, City Manager

FROM: Marc LaFerrier, AICP, Director 

SUBJECT: **Amendment to the agreement with C.A.P. Government Inc. for clerical services**

REQUEST

The City currently contracts with C.A.P. Government Inc. for supplemental building permit review and inspections services. These services were approved in anticipation of the increased permit activity from recently approved large scale projects. Previously the City "piggy-backed" the City of Oakland Parks' C.A.P. contract for building code services that included clerical services. Subsequently, the Oakland Park contract with C.A.P. expired and clerical services are no longer available to the City with this contract. The City's current C.A.P. contract (piggy-backed from the City of Fort Lauderdale) however does not include clerical services.

In order to properly respond and effectively process the current heavy workload of plans, permits, and inspections in the Department, it is requested that the City amend the current contract to include clerical services. In the interim the department has incurred \$20,100.29 in clerical service charges. The attached resolution also provides for the ratification and payment of the outstanding invoices.

The funding for the C.A.P. contract and proposed amended agreement will be made from the Building Fund, Professional Services account no. 107-15-02-524-31-10.

CITY COMMISSION ACTION

Approve Resolution

RESOLUTION NO. 2018-078

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AMENDMENT TO THE EXISTING AGREEMENT WITH C.A.P. GOVERNMENT INC. ("CAP") TO OBTAIN SUPPLEMENTAL CLERICAL SERVICES FROM CAP RETROACTIVE TO OCTOBER 1, 2017, VALID THROUGH JUNE 16, 2019 WITHOUT COMPETITIVE BIDDING, AND WITHOUT ADVERTISEMENT FOR BIDS, THAT WILL EXCEED AN ANNUAL VENDOR TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00); FURTHER RATIFYING EXPENSES AND AUTHORIZING SUCH PURCHASES MADE FROM THE BUILDING FUND APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Charter of the City of Dania Beach, Part III, Article 3, Section 4, Subsection (j), authorizes the City Manager to purchase supplies, services, equipment and materials for the City government in amounts in excess of the established monetary threshold without competitive bidding and without advertisement for bids if he is authorized to do so in advance by a resolution adopted by the City Commission and if such purchases are made pursuant to a competitive bid obtained within the last eighteen (18) months by other government agencies, such as the federal government, state of Florida or a Florida municipality or county; and

WHEREAS, the Dania Beach Code of Ordinances, Chapter 2, Article 1, Section 2-10, "Monetary thresholds for certain purchases and payment disbursement authorizations", Subsection (a), sets the monetary threshold or limitation at \$25,000.00; and

WHEREAS, the City of Dania Beach wishes to supplement its clerical permit services which are necessary to accommodate anticipated land development projects; and

WHEREAS, the City Commission approved Resolution No. 2016-055 authorizing the City to enter into an agreement with C.A.P. Government, Inc. ("CAP") for clerical permit services under a City of Oakland Park contract through September 24, 2017; and

WHEREAS, the City of Oakland Park has not renewed the existing contract with CAP; and

WHEREAS, the Community Development Director has determined that it is in the best interest for continuity of processing of building plans and permits to continue the clerical services with CAP; and

WHEREAS, the City Commission approved Resolution 2017-091 authorizing the Community Development Department to obtain supplemental building inspection and plans

examination services from CAP under a City of Fort. Lauderdale, Florida Invitation to Bid (ITB No 575-11849); and

WHEREAS, it has been determined that the current CAP contract under the City of Fort Lauderdale does not include clerical services; and

WHEREAS, the Community Development Director is seeking approval to amend the existing agreement with CAP to include clerical services and further ratify expenses incurred in the amount of Twenty Thousand One Hundred Dollars and Twenty Nine cents (\$20,100.29);

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

Section 1. That the foregoing “Whereas” clauses are ratified and confirmed as being true and correct, and they are made a specific part of and incorporated into this Resolution by this reference.

Section 2. That the proper City officials are authorized to execute the attached amendment to the agreement with CAP, a copy of which Amendment is made a part of and is incorporated into this Resolution by this reference as Exhibit “A”.

Section 4. That funding for the these services shall be subject to and made within the Building Fund approved level of annual budget appropriations from the Building Fund, Professional Services General Account, Account No. 107-15-02-524-31-10 .

Section 6. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 7. That this Resolution shall be retroactive to October 1, 2017 upon its passage and adoption.

PASSED AND ADOPTED on June 12, 2018.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

**AMENDMENT TO AN EXISTING AGREEMENT BETWEEN THE CITY OF DANIA
BEACH AND C.A.P. GOVERNMENT, INC.**

This is an Amendment (the "Amendment") to an Agreement (the "Agreement") existing between the City of Dania Beach, Florida, a Florida municipal corporation (the "City") and C.A.P. Government, Inc., a Florida corporation (the "Contractor"). A copy of the Agreement, dated September 13, 2017, is attached as Exhibit "A", and is made a part of and is incorporated into this Amendment by this reference.

In consideration of the mutual covenants, terms and conditions contained in the Amendment, and other good and valuable consideration, the adequacy and receipt of which are acknowledged and agreed upon, the parties agree as follows:

1. That the Agreement, which expires June 16, 2019, in addition to inspection and plan review services, will also include clerical services.
2. That this Amendment and the clerical services will be effective, retroactive to October 1, 2017.
3. That in all other respects, the Agreement is ratified and reaffirmed, and remains in full force and effect.

IN WITNESS OF THE FOREGOING, the parties have executed this Amendment effective as of _____, 2018.

CITY:

ATTEST:

CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

THOMAS J. ANSBRO
CITY ATTORNEY

CONTRACTOR:

WITNESSES

C.A.P. GOVERNMENT, INC. a Florida corporation

Signature

Signature

PRINT Name

PRINT Name

Signature

Title

PRINT Name

DATED: _____

STATE OF FLORIDA)

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me on _____, 20____, by _____, as _____ of C.A.P. Government, Inc., a Florida corporation, on behalf of the company. He/she is personally known to me or has produced _____ as identification.

My Commission Expires:

Notary Public, State of Florida

Print Name



January 1, 2018

Mr. Robert Baldwin
City Manager
100 W. Dania Beach Blvd.
Dania Beach, FL 33004

**RE: Additional Services - Work Order for Permit Clerk for the
City of Dania Beach's Building Department**

Dear Mr. Baldwin:

We appreciate the opportunity extended to C.A.P. Government, Inc. (CAP) by requesting the submittal of this proposal for the professional services referenced above.

We propose to provide a Permit Clerk to the City of Dania Beach, on a time and material basis at a rate of Thirty-Five Dollars and fifty-six cents (\$35.56) per hour. Invoices will be sent monthly reflecting the actual hours worked.

This scope of work will begin on or before January 1, 2018. These services can be terminated by either party with a two (2) week written notice.

It is our pleasure to continue to support the efforts of the City of Dania Beach and we look forward to this engagement. If you should find this proposal acceptable, please execute in the space provided and return it to me. This will serve as our Notice to Proceed and upon receipt, we will begin providing these services.

If you wish to discuss this proposal further, please contact me at (305) 458.6000 at your earliest convenience.

Very truly yours,
C.A.P. Government, Inc.

City of Dania Beach

A handwritten signature in blue ink, reading "Carlos A. Penin".

Carlos A. Penin, PE
President

Robert Baldwin
City Manager

Date: _____

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION PERTAINING TO ADVANCE APPROVAL FROM THE CITY COMMISSION OF THE CITY OF DANIA BEACH TO PROCEED WITH A BID ADVERTISEMENT FOR THE CAPITAL PROJECT KNOWN AS THE REBRANDING SIGNAGE PRODUCTION AND REPLACEMENT PROJECT

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Signage memo, R-2018-Rebranding Signage Production and Replacement Services-Authorization to Bid (A), Draft Scope of Services - Rebranding Signage Production and Replacement

Date: June 12, 2018

To: Mayor Tamara James
Vice Mayor Bill Harris
Commissioner Chickie Brandimarte
Commissioner Bobbie H. Grace
Commissioner Marco A. Salvino, Sr.

From: Robert Baldwin, City Manager

By: Rickelle Williams, CRA Executive Director

Subject: Authorization to Bid: Rebranding Signage Production and Replacement

After various focus group discussions and prior public meetings regarding rebranding, the City Commission approved a new City logo and slogan at the November 14, 2017 City Commission meeting. Later, at the January 9, 2018 Community Redevelopment Agency (CRA) Board meeting, the CRA Board, which also acts as the City Commission, requested that the CRA assume responsibility for the rebranding initiative. On February 26, 2018, the CRA Board conducted a workshop to discuss the rebranding concepts, implementation plan, budget and also discussed a desire to promptly implement the rebranding initiative.

At the February 27, 2018 City Commission meeting, the City Commission adopted Resolution No. 2018-031, approving a new logo, seal, tagline, brand statement, brand standards and rebranding plan. The rebranding plan included removal of signage featuring the old logo to be replaced with signage featuring the new logo. At the March 20, 2018 City Commission meeting, the City Commission adopted Resolution No. 2018-043 authorizing funding for the rebranding initiative from the General Fund Unrestricted Reserves to be transferred to the General Fund Promotional Activities Branding Initiative Account No. 001-18-00-519-48-14 in an amount not to exceed Five Hundred Thousand Dollars (\$500,000.00) to implement the branding initiative.

Section 2-17 of the City Code of Ordinances provides that the CRA and all City Departments, Divisions and City Staff, prior to placing an item on a City Commission agenda for formal City Commission approval for competitive bidding or for waiver of bidding, shall obtain advance CRA or City Commission conceptual approval by Resolution of any proposed capital project or capital purchase appropriated in the City Budget approved by the City Commission when bidding would otherwise be required (i.e., matters anticipated to cost twenty-five thousand dollars (\$25,000.00) or more).

The CRA is ready to advertise the project known as “Rebranding Signage Production and Replacement” as one of the projects to implement the branding initiative.

Recommendation

It is recommended that the City Commission authorize the CRA through the City of Dania Beach to proceed with a bid advertisement for the project known as the “Rebranding Signage Production and Replacement” project.

RESOLUTION NO. 2018-079

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, PERTAINING TO ADVANCE APPROVAL FROM THE CITY COMMISSION OF THE CITY OF DANIA BEACH TO PROCEED WITH A BID ADVERTISEMENT FOR THE CAPITAL PROJECT KNOWN AS THE REBRANDING SIGNAGE PRODUCTION AND REPLACEMENT PROJECT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission approved a new City logo and slogan at the November 14, 2017 City Commission meeting; and

WHEREAS, at the January 9, 2018 Community Redevelopment Agency (CRA) Board meeting, the CRA Board, which also acts as the City Commission, requested that the CRA assume responsibility for the rebranding initiative; and

WHEREAS, on February 26, 2018, the CRA Board conducted a workshop to discuss the rebranding concepts, implementation plan, budget and also discussed a desire to promptly implement the rebranding initiative; and

WHEREAS, at the February 27, 2018 City Commission meeting, the City Commission adopted Resolution No. 2018-031, approving a new logo, seal, tagline, brand statement, brand standards and rebranding plan; and

WHEREAS, at the March 20, 2018 City Commission meeting, the City Commission adopted Resolution No. 2018-043 authorizing funding for the rebranding initiative from the General Fund Unrestricted Reserves to be transferred to the General Fund Promotional Activities Branding Initiative Account No. 001-18-00-519-48-14 in an amount not to exceed Five Hundred Thousand Dollars (\$500,000.00) to implement the branding initiative; and

WHEREAS, Section 2-17 of the City Code of Ordinances provides that the CRA and all City Departments, Divisions and City Staff, prior to placing an item on a City Commission agenda for formal City Commission approval for competitive bidding or for waiver of bidding, shall obtain advance CRA or City Commission conceptual approval by Resolution of any proposed capital project or capital purchase appropriated in the City Budget approved by the City Commission when bidding would otherwise be required (i.e., matters anticipated to cost twenty-five thousand dollars (\$25,000.00) or more) and the Resolution shall also identify all sources of planned funding, including appropriations of available cash balances, loans and grants; and

WHEREAS, the CRA is ready to advertise the project known as “Rebranding Signage Production and Replacement” as one of the projects to implement the branding initiative;

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

Section 1. That the foregoing “**WHEREAS**” clauses are ratified and confirmed as being true and correct and they are made a specific part of this Resolution.

Section 2. That the Community Redevelopment Agency through City Administration is authorized to proceed with bidding of the project known as the Rebranding Signage Production and Replacement Project.

Section 3. That funding is planned and appropriated in the General Fund Promotional Activities Branding Initiative Account No. 001-18-00-519-48-14.

Section 4. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 5. That this Resolution shall be in full force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on June 12, 2018.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

City of Dania Beach

Rebranding Signage Production and Replacement

DRAFT SCOPE OF WORK & REQUIREMENTS

Background:

The City of Dania Beach has selected and approved a new logo, seal and tagline. The City of Dania Beach is now undergoing a rebranding initiative. Part of this process will include the removal, fabrication, placement and replacement of signage featuring the new city logo and/or seal and tagline.

Project Description:

The work includes and consists of furnishing all labor, operations, materials, accessories, incidentals, services and equipment (exclusive of pre-purchased or Owner provided materials, accessories and/or equipment) indicated, specified, mentioned, scheduled or implied per the Bid document. The project includes fabrication of full-scale signs, as defined in the Bid Documents. Prototypes are to be reviewed and approved by the City of Dania Beach and the Dania Beach Community Redevelopment Agency and the awarded firm before full fabrication of the signage shall commence.

After approval of prototypes, vendor shall fabricate and install all signage components or other related items of work. Work includes the removal and disposal of existing signage. All materials, services and/or work not specifically mentioned which are necessary in order to provide a complete project shall be included in the proposal and shall conform to all Local, State, and Federal requirements in accordance with the requirements, terms, specifications, conditions, and provisions hereinafter contained.

The City of Dania Beach is seeking a qualified signage contractor to remove, place and/or replace existing signage at all City-owned facilities. The City of Dania Beach reserves the right to issue a single award or multiple awards based on RFQ responses and whatever it deems to be in the best interest of the organization.

Previous Experience: Proven experience in the fabrication, design and installation of commercial building signage as well as inside and outside small, directional signs must be demonstrated by example in the bid submission.

1. Meet with and coordinate with other design team members as necessary in order to successfully develop and incorporate the signage contractor's work in plans and specifications.
2. Develop interior and exterior building signage standards that are consistent throughout the organization.
3. Provide planning, schematic, design development, construction documents including permits as well as construction administration services.

4. Perform a site review to verify locations, available areas for signage, confirm dimensions and identify potential conflicts with architecture or landscape designs.
5. Design mock-ups for production and site evaluation. Mock-ups shall be used for design approval and to test legibility, color, reflectivity, scale and cost.
6. Confirm or refine drawings.
7. Prepare sign layouts based on actual sign messages to determine sign and letter sizes and determine need for variations to the signage program.
8. Provide final submittals for approval for fabrication.
9. Prepare final art copy.
10. Be responsible for the installation of the signs in accordance with the design intent of the approved program.
11. Develop an installation schedule to assure timely receipt and installation.
12. Provide warranties, guarantees, record drawings and other documentation to the City of Dania Beach
13. Sign variances, if needed will be handled by the selected vendor.
14. All permits will be secured by the selected vendor.

Bid Criteria: All proposals will be evaluated by a committee, which will use the specific evaluation criteria listed below. Proposals will be evaluated as the signage contractor's response to the following criteria:

1. Overall technical capability and specialized competence: Provide a brief history of the firm and all consultants, years in business, project team background, professional and project experience. Provide a project list containing at least five projects completed by the firm that best represents a similar scope.
2. Capacity of employees and firm to perform the work within the specified time period: Capacity of employees and firm, including all consultants and their representatives, qualifications and locations, to perform the work, including specialized services, within the time limitations. Provide detailed project schedule for scope of work.
3. Past performance records on contracts: Include past performance on contracts with government agencies or private industry with respect to such factors as control of costs, quality of work and ability to meet schedules.
4. References: Please provide client contact references including name, phone number, email, fax and mailing address for three design projects you have completed within the last 36 months along with a brief explanation of your involvement

Submission Information: Email or hard copy portfolio should include a total of 6-12 samples of monument and building sign work.

Cost estimate -- hourly rate for design services and installation fees.

Signage inventory, PMS colors and electrically developed logo will be provided along with a complete style guide to the selected vendor.

The proposal must include cost estimates for delivery of projects.

- All responses to the RFQ or RFP will be reviewed by a panel of City of Dania Beach and Dania Beach CRA staff
- City of Dania Beach or Dania Beach CRA shall not be responsible for any costs associated with proposal preparation.
- Submitted proposals should be valid for a period of 180 days from date of receipt.
- Submission of a proposal does not bind the City of Dania Beach or Dania Beach CRA to engage or enter into an agreement with the vendor to provide requested services. The City/CRA reserves the right to reject any and all proposals, modify any aspect of the submitted proposal, or cancel the RFP or RFQ.
- This RFP or RFQ and any files transmitted with it, are considered a public record under Florida's Public Records Law.
- The evaluation team will select as the successful bidder the vendor or vendors whose proposal is determined to be most qualified to meet the needs of the City of Dania Beach based on the stated evaluation criteria. The determination of the successful proposal will be based upon information supplied by the vendor in response to this Bid advertisement and upon other information that will be obtained by the evaluation team as is deemed necessary.
- The lowest-cost vendor may not be determined to be the most responsive bidder when all factors of evaluation of the proposal are considered. However, the pricing information will be an important factor in the determination of the successful proposal.
- A contract agreement will be recommended based on review by the proposal evaluation team. However, the RFP does not commit the City of Dania Beach to award a contract.

Requirements:

1. The selected company must provide the City of Dania Beach's required insurance. This must be provided within one week of being selected and signing a contract, and before attending first committee meeting.
2. The selected company must provide all necessary licenses (city, county, state).

3. The selected company must provide an experienced team member to regularly meet with CRA staff to lead the planning and execution of tasks for implementation.
4. The selected company must produce notes of all meetings to the CRA for their review and records.
5. The selected company must meet all deadlines to ensure successful implementation.

Qualification Submission Pages:

The following issues should be fully responded to in your submission in concise narrative form. Additional sheets should be used, but they should reference each issue and be presented in the same order.

Tab 1: Letter of Interest, The letter of interest may contain any other information not in the submission but should not exceed two (2) pages.

Tab 2: Statement of Proposed Services and Qualifications. Submissions should respond to the scope of work. They should provide an assessment of capability and innovative and creative approach to perform the required scope of work.

Tab.3: Company Experience: Identification of Company's distinctive competence, staff qualifications, experience and skills they will bring to this project along with resume of experience and qualifications. This is required for your company or employees assigned to perform work.

Tab 4: Company's assessment of the City of Dania Beach needs and the quality of the submission to meet those needs, including a plan/outline.

Tab 5: Business Licenses. Provide evidence that your firm and/or persons performing the work are licensed to do business in the State of Florida.

Tab 6: List of three clients/references for whom you have provided similar services in the last three years; Provide agency name, address, telephone number, contact person, and date service was provided. Be prepared to provide, upon request, evidence of work product, ability to meet schedules, cooperation, and responsiveness. Attach additional sheets if necessary. **Do not include City of Dania Beach/DBCRA or its employees as references when providing your submission.**

Tab 7: Insurance required

Tab 8: Litigation History

Tab 9. Financial Information

Tab. 10 Price proposal/structure

Tab 11 Sworn Statement

Tab 12 Non-Collusion Affidavit

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION PERTAINING TO ADVANCE APPROVAL FROM THE CITY COMMISSION OF THE CITY OF DANIA BEACH TO PROCEED WITH A BID ADVERTISEMENT FOR THE CAPITAL IMPROVEMENT PROJECT KNOWN AS THE REBRANDING WATER TANK PAINTING PROJECT

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Rebranding+Water+Tank+, R-2018- Rebranding Water Tank Painting Project Approval to Bid, Draft Scope of Services - Rebranding Water Tank Painting Services

Date: June 12, 2018

To: Mayor Tamara James
Vice Mayor Bill Harris
Commissioner Chickie Brandimarte
Commissioner Bobbie H. Grace
Commissioner Marco A. Salvino, Sr.

From: Robert Baldwin, City Manager

By: Rickelle Williams, CRA Executive Director

Subject: Authorization to Bid: Rebranding Water Tank Painting

After various focus group discussions and prior public meetings regarding rebranding, the City Commission approved a new City logo and slogan at the November 14, 2017 City Commission meeting. Later, at the January 9, 2018 Community Redevelopment Agency (CRA) Board meeting, the CRA Board, which also acts as the City Commission, requested that the CRA assume responsibility for the rebranding initiative. On February 26, 2018, the CRA Board conducted a workshop to discuss the rebranding concepts, implementation plan, budget and also discussed a desire to promptly implement the rebranding initiative.

At the February 27, 2018 City Commission meeting, the City Commission adopted Resolution No. 2018-031, approving a new logo, seal, tagline, brand statement, brand standards and rebranding plan. The rebranding plan included removal of signage featuring the old logo to be replaced with signage featuring the new logo, including the water tank located at the Public Services Water Treatment Facility. At the March 20, 2018 City Commission meeting, the City Commission adopted Resolution No. 2018-043 authorizing funding for the rebranding initiative from the General Fund Unrestricted Reserves to be transferred to the General Fund Promotional Activities Branding Initiative Account No. 001-18-00-519-48-14 in an amount not to exceed Five Hundred Thousand Dollars (\$500,000.00) to implement the branding initiative.

The CRA is ready to advertise the project known as “Rebranding Water Tank Painting” as one of the projects to implement the branding initiative.

Recommendation

It is recommended that the City Commission authorize the CRA through the City of Dania Beach to proceed with a bid advertisement for the project known as the “Rebranding Water Tank Painting” project.

RESOLUTION NO. 2018-080

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, PERTAINING TO ADVANCE APPROVAL FROM THE CITY COMMISSION OF THE CITY OF DANIA BEACH TO PROCEED WITH A BID ADVERTISEMENT FOR THE CAPITAL IMPROVEMENT PROJECT KNOWN AS THE REBRANDING WATER TANK PAINTING PROJECT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission approved a new City logo and slogan at the November 14, 2017 City Commission meeting; and

WHEREAS, at the January 9, 2018 Community Redevelopment Agency (CRA) Board meeting, the CRA Board, which also acts as the City Commission, requested that the CRA assume responsibility for the rebranding initiative; and

WHEREAS, on February 26, 2018, the CRA Board conducted a workshop to discuss the rebranding concepts, implementation plan, budget and also discussed a desire to promptly implement the rebranding initiative; and

WHEREAS, at the February 27, 2018 City Commission meeting, the City Commission adopted Resolution No. 2018-031, approving a new logo, seal, tagline, brand statement, brand standards and rebranding plan; and

WHEREAS, at the March 20, 2018 City Commission meeting, the City Commission adopted Resolution No. 2018-043, authorizing funding for the rebranding initiative from the General Fund Unrestricted Reserves to be transferred to the General Fund Promotional Activities Branding Initiative Account No. 001-18-00-519-48-14 in an amount not to exceed Five Hundred Thousand Dollars (\$500,000.00) to implement the branding initiative; and

WHEREAS, Section 2-17 of the City Code of Ordinances provides that the CRA and all City Departments, Divisions and City Staff, prior to placing an item on a City Commission agenda for formal City Commission approval for competitive bidding or for waiver of bidding, shall obtain advance CRA or City Commission conceptual approval by Resolution of any proposed capital project or capital purchase appropriated in the City Budget approved by the City Commission when bidding would otherwise be required (i.e., matters anticipated to cost twenty-five thousand dollars (\$25,000.00) or more) and the Resolution shall also identify all sources of planned funding, including appropriations of available cash balances, loans and grants; and

WHEREAS, the CRA is ready to proceed with the rebranding project and is seeking approval from the City Commission to advertise for Rebranding Water Tank Painting Services as one of the projects to implement the branding initiative;

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

Section 1. That the foregoing “**WHEREAS**” clauses are ratified and confirmed as being true and correct and they are made a specific part of this Resolution.

Section 2. That the Community Redevelopment Agency through City Administration is authorized to proceed with bidding of the Rebranding Water Tank Painting Project.

Section 3. That funding is planned and appropriated in the General Fund Promotional Activities Branding Initiative Account No. 001-18-00-519-48-14.

Section 4. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 5. That this Resolution shall be in full force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on June 12, 2018.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

City of Dania Beach

Water Tank Painting Services

DRAFT SCOPE OF WORK & REQUIREMENTS

Background:

The City of Dania Beach has selected and approved a new logo, seal and tagline. The City of Dania Beach is now undergoing a rebranding initiative. Part of this process will include the removal, fabrication, placement and replacement of signage featuring the new city logo and/or seal and tagline. More specifically, the rebranding initiative will require the repainting of the Water Tank at the Public Services Water Treatment Facility.

Project Description:

The City of Dania Beach is seeking a qualified artist/painter to remove and replace existing signage on the Water Storage Tank. The work includes and consists of furnishing all labor, operations, materials, accessories, incidentals, services and equipment (exclusive of pre-purchased or Owner provided materials, accessories and/or equipment) indicated, specified, mentioned, scheduled or implied per the Bid document. The project includes painting removal and replacement as defined in the Bid Documents. Design sketches or mock-ups are to be reviewed and approved by the City of Dania Beach and the Dania Beach Community Redevelopment Agency and the awarded firm before repainting of the painting shall commence.

After approval of sketches, vendor shall repaint the water tank. Work includes the removal of existing signage. All materials, services and/or work not specifically mentioned which are necessary in order to provide a complete project shall be included in the proposal and shall conform to all Local, State, and Federal requirements in accordance with the requirements, terms, specifications, conditions, and provisions hereinafter contained.

The City of Dania Beach reserves the right to issue a single award or multiple awards based on Bid responses and whatever it deems to be in the best interest of the organization.

Summary of Services:

It is the intent of this Request for Proposals for Professional Services (RFP) to hire a vendor (hereinafter Contractor) to provide professional services to prepare and paint an existing Water Storage Tank.

Project Scope:

The work to be performed shall include furnishing all labor, equipment, tools, material and use of equipment necessary for the surface preparation and painting of the complete exterior surfaces of the existing tower. The exterior surfaces to be painted include the entire tank, new logo (as provided) support structure, ladders, etc.

Contractor to provide a durable, easy to apply color and gloss stable acrylic coating system for overcoating a previously painted water tower. The tank may be rusted in a number of areas and the paint is weathering away to expose the primer. Coating should be low stress, water based coating for application over previous painted surfaces or bare metal. Surfaces are exposed to South Florida weathering. All products should have dry fall characteristics.

Quality Assurance:

Quality assurance procedures and practices shall be utilized to monitor all phases of surface preparation, application and inspection throughout the duration of the project. No coating shall be applied when: the surrounding air temperature or the temperature of the surface to be coated is below manufacturers printed instructions; surfaces are too wet or damp or in rain, fog or mist; the temperature is less than 5 degrees F above the dew point; the air temperature is expected to drop below recommended temperatures six (6) hours after application of coating.

If the above conditions are prevalent, coating shall be delayed or postponed until conditions are favorable. The day's coating shall be completed in time to permit the film sufficient drying time prior to damage by atmospheric conditions.

Safety:

In accordance with the requirements of the OSHA Regulation for Construction, the Contractor shall provide and require the use of personal protective and lifesaving equipment for all persons working in or about the project. All pertinent local, state and federal safety regulations shall be adhered to rigidly. All safety precautions noted on the manufacturers Product Data Sheet and Material Safety Data Sheet (MSDS) shall be observed. MSDS and Product Data Sheets for all paint, solvents and chemicals used shall be available on the job site at all times.

Schedule of Painting:**Substrate:**

Previously painted water tank. Primer appears to be an epoxy and the topcoat is unknown.

Surface Preparation: Non-Immersion

Remove all grease, oil, dirt, mold (lichen) and contaminants by pressure washing with a minimum 5000 psi clean potable water. An oscillating tip is required. A cleaning detergent must be utilized to facilitate cleaning. A degreaser maybe required for oil soaked areas. Rinse clean. Remove all loose coating by scraping. The surface should be clean and dry before proceeding.

Coating System: Exterior

All coatings shall be mixed and applied in strict accordance with the manufacturer's instructions. Solvents for thinning or cleaning shall be the same manufacturer as the coating. All paint materials must be delivered in the original containers, with the seals unbroken and labels intact. All materials shall be

within the limits of the manufacturer's shelf life limits. All edges of failed coatings must be feather edged smoothed to prevent under film corrosion.

Spot Prime: Spot prime all bare, rusted, damaged areas and connections with 1 coat of Tnemec Series 118 Uni-Bond Mastic a mastic waterborne acrylic at 6.0 – 8.0 mils dft.

Prime: Prime overall with a full coat of Tnemec Series 118 Uni-Bond Mastic a mastic waterborne acrylic at 6.0 – 8.0 mils dft. Use a different color than the finish.

Finish Coat: Apply (1) coat of Tnemec Series 1028 Enduratone HDP acrylic polymer at 2.0-3.0 mils dft. An optional second Finish coat may be applied for increased service life and appearance.

Clean-up:

The Contractor is responsible for removing all sand and paint residue from the project. Upon completion of job, all debris, cans, rags, etc. shall be removed from the site by the Contractor. Damage, if any, to buildings, fences, grounds and roads shall be repaired and returned to their original condition.

Previous Experience: Proven experience in the design and installation of works of large painted art must be demonstrated by example in the bid submission.

1. Meet with and coordinate with other design team members as necessary in order to successfully develop and incorporate the contractor's work in plans and specifications.
2. Provide planning, schematic, design development, construction documents including permits as well as construction administration services.
3. Perform a site review to verify locations, available areas for signage, confirm dimensions and identify potential conflicts with architecture or landscape designs.
4. Design mock-ups for production and site evaluation. Mock-ups shall be used for design approval and to test legibility, color, reflectivity, scale and cost.
5. Confirm or refine drawings.
6. Prepare sign layouts based on actual sign messages to determine sign and letter sizes and determine need for variations to the signage program.
7. Provide final submittals for approval for fabrication.
8. Prepare final art copy.
9. Be responsible for the installation of the signage painting in accordance with the design intent of the approved program.
10. Develop an installation schedule to assure timely receipt and installation.

11. Provide warranties, guarantees, record drawings and other documentation to the City of Dania Beach.

12. Sign variances, if needed will be handled by the selected vendor.

13. All permits will be secured by the selected vendor.

Bid Criteria: All proposals will be evaluated by a committee, which will use the specific evaluation criteria listed below. Proposals will be evaluated as the signage contractor's response to the following criteria:

1. Overall technical capability and specialized competence: Provide a brief history of the firm and all consultants, years in business, project team background, professional and project experience. Provide a project list containing at least five projects completed by the firm that best represents a similar scope.

2. Capacity of employees and firm to perform the work within the specified time period: Capacity of employees and firm, including all consultants and their representatives, qualifications and locations, to perform the work, including specialized services, within the time limitations. Provide detailed project schedule for scope of work.

3. Past performance records on contracts: Include past performance on contracts with government agencies or private industry with respect to such factors as control of costs, quality of work and ability to meet schedules.

4. References: Please provide client contact references including name, phone number, email, fax and mailing address for three design projects you have completed within the last 36 months along with a brief explanation of your involvement

Submission Information: Email or hard copy portfolio should include a total of 6-12 samples of monument and building painting work.

Cost estimate -- hourly rate for design services and installation fees.

PMS colors and electronically developed logo will be provided along with a complete style guide to the selected vendor.

The proposal must include cost estimates for delivery of projects.

- All responses to the RFP will be reviewed by a panel of City of Dania Beach and Dania Beach CRA staff
- City of Dania Beach or Dania Beach CRA shall not be responsible for any costs associated with proposal preparation.
- Submitted proposals should be valid for a period of 180 days from date of receipt.

- Submission of a proposal does not bind the City of Dania Beach or Dania Beach CRA to engage or enter into an agreement with the vendor to provide requested services. The City/CRA reserves the right to reject any and all proposals, modify any aspect of the submitted proposal, or cancel the RFP.
- This RFP and any files transmitted with it, are considered a public record under Florida's Public Records Law.
- The evaluation team will select as the successful bidder the vendor or vendors whose proposal is determined to be most qualified to meet the needs of the City of Dania Beach based on the stated evaluation criteria. The determination of the successful proposal will be based upon information supplied by the vendor in response to this Bid advertisement and upon other information that will be obtained by the evaluation team as is deemed necessary.
- The lowest-cost vendor may not be determined to be the most responsive bidder when all factors of evaluation of the proposal are considered. However, the pricing information will be an important factor in the determination of the successful proposal.
- A contract agreement will be recommended based on review by the proposal evaluation team. However, the RFP does not commit the City of Dania Beach to award a contract.

Requirements:

1. The selected company must provide the City of Dania Beach's required insurance. This must be provided within one week of being selected and signing a contract, and before attending first committee meeting.
2. The selected company must provide all necessary licenses (city, county, state).
3. The selected company must provide an experienced team member to regularly meet with CRA staff to lead the planning and execution of tasks for implementation.
4. The selected company must produce notes of all meetings to the CRA for their review and records.
5. The selected company must meet all deadlines to ensure successful implementation.

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION REQUESTING ADVANCE APPROVAL FROM THE CITY COMMISSION OF THE CITY OF DANIA BEACH TO PROCEED WITH A BID ADVERTISEMENT FOR REBRANDING PUBLIC RELATIONS SERVICES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Rebranding+Public+Relations+, R-2018-Rebranding Public Relations- Authorization to Bid , Draft Scope of Services - Rebranding Public Relations Services

Date: June 12, 2018

To: Mayor Tamara James
Vice Mayor Bill Harris
Commissioner Chickie Brandimarte
Commissioner Bobbie H. Grace
Commissioner Marco A. Salvino, Sr.

From: Robert Baldwin, City Manager

By: Rickelle Williams, CRA Executive Director

Subject: Authorization to Bid: Rebranding Public Relations Services

After various focus group discussions and prior public meetings regarding rebranding, the City Commission approved a new City logo and slogan at the November 14, 2017 City Commission meeting. Later, at the January 9, 2018 Community Redevelopment Agency (CRA) Board meeting, the CRA Board, which also acts as the City Commission, requested that the CRA assume responsibility for the rebranding initiative. On February 26, 2018, the CRA Board conducted a workshop to discuss the rebranding concepts, implementation plan, budget and also discussed a desire to promptly implement the rebranding initiative.

At the February 27, 2018 City Commission meeting, the City Commission adopted Resolution No. 2018-031, approving a new logo, seal, tagline, brand statement, brand standards and rebranding plan. The rebranding plan included public relations related initiatives. At the March 20, 2018 City Commission meeting, the City Commission adopted Resolution No. 2018-043 authorizing funding for the rebranding initiative from the General Fund Unrestricted Reserves to be transferred to the General Fund Promotional Activities Branding Initiative Account No. 001-18-00-519-48-14 in an amount not to exceed Five Hundred Thousand Dollars (\$500,000.00) to implement the branding initiative.

The CRA is ready to advertise for Rebranding Public Relations services as one of the elements to implement the branding initiative.

Recommendation

It is recommended that the City Commission authorize the CRA through the City of Dania Beach to proceed with a bid advertisement for Rebranding Public Relations services.

RESOLUTION NO. 2018-081

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, REQUESTING ADVANCE APPROVAL FROM THE CITY COMMISSION OF THE CITY OF DANIA BEACH TO PROCEED WITH A BID ADVERTISEMENT FOR REBRANDING PUBLIC RELATIONS SERVICES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission approved a new City logo and slogan at the November 14, 2017 City Commission meeting; and

WHEREAS, at the January 9, 2018 Community Redevelopment Agency (CRA) Board meeting, the CRA Board, which also acts as the City Commission, requested that the CRA assume responsibility for the rebranding initiative; and

WHEREAS, on February 26, 2018, the CRA Board conducted a workshop to discuss the rebranding concepts, implementation plan, budget and also discussed a desire to promptly implement the rebranding initiative; and

WHEREAS, at the February 27, 2018 City Commission meeting, the City Commission adopted Resolution No. 2018-031, approving a new logo, seal, tagline, brand statement, brand standards and rebranding plan; and

WHEREAS, at the March 27, 2018 City Commission meeting, the City Commission adopted Resolution No. 2018-043 authorizing funding for the rebranding initiative from the General Fund Unrestricted Reserves to be transferred to the General Fund Promotional Activities Branding Initiative Account No. 001-18-00-519-48-14 in an amount not to exceed Five Hundred Thousand Dollars (\$500,000.00) to implement the branding initiative; and

WHEREAS, the CRA is ready to proceed with the rebranding project and is seeking approval from the City Commission to advertise for Rebranding Public Relations Services as one of the projects to implement the branding initiative;

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

Section 1. That the foregoing “WHEREAS” clauses are ratified and confirmed as being true and correct and they are made a specific part of this Resolution.

Section 2. That the Community Redevelopment Agency through City Administration is authorized to proceed with bidding of Rebranding Public Relations Services.

Section 3. That funding is planned and appropriated in the General Fund Promotional Activities Branding Initiative Account No. 001-18-00-519-48-14.

Section 4. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 5. That this Resolution shall be in full force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on June 12, 2018.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

City of Dania Beach

Rebranding Public Relations Services

DRAFT SCOPE OF WORK & REQUIREMENTS

Background:

The City of Dania Beach is undergoing a rebranding initiative and has selected and approved a new logo, seal, tagline and implementation plan. Part of this process includes an implementation plan with public relations activities. The Rebranding Implementation Plan includes the following:

Media – *the City’s public relations efforts will be focused on opportunities that will target prime media outlets and spread brand awareness both locally and nationally. This includes pitching Dania Beach events and keeping the media up-to-date on the City’s overall progress. Prime media outlets will be invited to attend the unveiling of the new monument sign in Dania Beach. Eye-catching media kits will be produced for the press with the new logo and tagline, as well as brief snapshots highlighting City Departments, City Commissioners, and Community Partnerships.*

Events and Activities – *Strategic events and activities will be used to effectively engage Dania Beach Brand Champions from all aspects of the City. These events will be coordinated to create buzz around the new Dania Beach brand.*

RFQ Objective

The City of Dania Beach is seeking a qualified public relations firm to manage the public relations efforts of the Dania Beach Rebranding Initiative. The qualifying firm may perform a range of potential duties including:

- Organization media relations strategies
- Media relations for Dania Beach community events, projects and stakeholders
- Development and execution of media strategies that market Dania Beach as a destination
- Social Media Management

SCOPE OF WORK

The public relations firm’s work scope may include, but not be limited to, the following tasks:

- Media relations for City of Dania Beach community events, projects and stakeholders
- Monitor and manage all media inquiries
- Compilation and maintenance of PR materials and clippings
- Coordinate media strategies with City/CRA Staff
- Writing of press releases
- Writing of articles, advertorials and op-ed pieces

- Organize media and familiarization tours
- Maintain calendar listings in key media
- Generate opportunities for City of Dania Beach Commission/Board/Staff speaking engagements
- Development and implementation of social media strategy
- Development and execution of communication strategy for Spanish-language media
- Development and execution of media strategy to communicate City of Dania Beach initiatives and to market Dania Beach as a destination.
- Requirement of attendance at meetings as necessary.
- Media training for staff as necessary.

The qualified public relations firm may be required, at the request of the client, to submit a specific proposal including assigned staff, account manager, account representative, scope of work, and cost estimates. This information may be included in the preparation and execution of professional services agreement or contract or for their services.

QUALIFICATIONS SUBMITTAL / REQUIREMENTS

The City of Dania Beach requests (1) one original and (6) six copies of a Statement of Qualifications

Please include the following information with your response.

1. Letter of Interest and Executive Summary

Attach a letter of interest that explains your firm's interest in working on this Project. Include an "Executive Summary" which explains your firm's qualifications and experience as they pertain to this particular Project.

Also, include the names and titles of the persons who will be authorized to make representations for the Proposer.

2. Proposer Profile

Provide the following information regarding your firm. If you intend to subcontract some of the proposed work to another firm, similar information should be provided for each subcontractor/subconsultant.

- Provide a brief history of your firm, including the year it was established.
- Provide the names and curriculum vitae of your firm's principals. Indicate the amount of involvement the principal(s) will have on this account.
- Provide the curriculum vitae of the team leader that will have the primary responsibility of managing the day-to-day oversight of this account. Include curriculum vitae on other key personnel that will work on this project.
- Provide a list of ongoing contracts/project with their current status and projected termination dates.
- Provide an organizational chart.
- Provide most recent annual report and related informational brochures.

- Provide relevant work samples.

3. Proposer's Experience, Past Performance, and Approach

Provide the following information regarding your firm:

- Past Performance: Describe the firm's past performance and experience
- Firm Strengths: Describe the firm's strengths and approach in the following areas:
 - Communications for a Destination
 - National and International Media Relations
 - Regional and Local Media Relations
 - Social Media, Campaign Development and Execution
 - Experience with Public Entities
 -

4. Comparable Projects

Provide a detailed description of 2 to 3 comparable projects (similar in scope of services to those requested herein) which the Proposer has either ongoing or completed within the past three years. The description is not to exceed 2 pages. Where possible, list and describe those projects performed for similar size public or private entities and any work performed for the City of Dania Beach. Please specify whether each project is completed or ongoing. The description should identify for each project:

- a. The client
- b. A description of work
- c. The duration of project
- d. The contact person and phone number for reference
- e. The results/deliverables of the project

5. Strategic Approach

Proposer should prepare an outline for the proposed media approach, tailored for the City of Dania Beach and Dania Beach as a destination. Consideration should also be given to current local, national, state and local economic conditions.

6. References

Provide names, addresses, and phone numbers of up to 4 references that would be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein.

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION REQUESTING ADVANCE APPROVAL FROM THE CITY COMMISSION OF THE CITY OF DANIA BEACH TO PROCEED WITH A BID ADVERTISEMENT FOR REBRANDING ADVERTISING SERVICES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Rebranding+Advertising, R-2018-Rebranding Advertising Services - Authorization to Bid ,
Draft Scope of Services - Rebranding Advertising Services

Date: June 12, 2018

To: Mayor Tamara James
Vice Mayor Bill Harris
Commissioner Chickie Brandimarte
Commissioner Bobbie H. Grace
Commissioner Marco A. Salvino, Sr.

From: Robert Baldwin, City Manager

By: Rickelle Williams, CRA Executive Director

Subject: Authorization to Bid: Rebranding Advertising Services

After various focus group discussions and prior public meetings regarding rebranding, the City Commission approved a new City logo and slogan at the November 14, 2017 City Commission meeting. Later, at the January 9, 2018 Community Redevelopment Agency (CRA) Board meeting, the CRA Board, which also acts as the City Commission, requested that the CRA assume responsibility for the rebranding initiative. On February 26, 2018, the CRA Board conducted a workshop to discuss the rebranding concepts, implementation plan, budget and also discussed a desire to promptly implement the rebranding initiative.

At the February 27, 2018 City Commission meeting, the City Commission adopted Resolution No. 2018-031, approving a new logo, seal, tagline, brand statement, brand standards and rebranding plan. The rebranding plan included initiatives requiring advertising services. At the March 20, 2018 City Commission meeting, the City Commission adopted Resolution No. 2018-043 authorizing funding for the rebranding initiative from the General Fund Unrestricted Reserves to be transferred to the General Fund Promotional Activities Branding Initiative Account No. 001-18-00-519-48-14 in an amount not to exceed Five Hundred Thousand Dollars (\$500,000.00) to implement the branding initiative.

The CRA is ready to advertise for Rebranding Advertising Services as one of the elements to implement the branding initiative.

Recommendation

It is recommended that the City Commission authorize the CRA through the City of Dania Beach to proceed with a bid advertisement for Rebranding Advertising Services.

RESOLUTION NO. 2018-082

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, REQUESTING ADVANCE APPROVAL FROM THE CITY COMMISSION OF THE CITY OF DANIA BEACH TO PROCEED WITH A BID ADVERTISEMENT FOR REBRANDING ADVERTISING SERVICES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission approved a new City logo and slogan at the November 14, 2017 City Commission meeting; and

WHEREAS, at the January 9, 2018 Community Redevelopment Agency (CRA) Board meeting, the CRA Board, which also acts as the City Commission, requested that the CRA assume responsibility for the rebranding initiative; and

WHEREAS, on February 26, 2018, the CRA Board conducted a workshop to discuss the rebranding concepts, implementation plan, budget and also discussed a desire to promptly implement the rebranding initiative; and

WHEREAS, at the February 27, 2018 City Commission meeting, the City Commission adopted Resolution No. 2018-031, approving a new logo, seal, tagline, brand statement, brand standards and rebranding plan; and

WHEREAS, at the March 27, 2018 City Commission meeting, the City Commission adopted Resolution No. 2018-043 authorizing funding for the rebranding initiative from the General Fund Unrestricted Reserves to be transferred to the General Fund Promotional Activities Branding Initiative Account No. 001-18-00-519-48-14 in an amount not to exceed Five Hundred Thousand Dollars (\$500,000.00) to implement the branding initiative; and

WHEREAS, the CRA is ready to proceed with the rebranding project and is seeking approval from the City Commission to advertise for Rebranding Advertising Services as one of the projects to implement the branding initiative;

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

Section 1. That the foregoing “**WHEREAS**” clauses are ratified and confirmed as being true and correct and they are made a specific part of this Resolution.

Section 2. That the Community Redevelopment Agency through City Administration is authorized to proceed with bidding of Rebranding Advertising Services.

Section 3. That funding is planned and appropriated in the General Fund Promotional Activities Branding Initiative Account No. 001-18-00-519-48-14.

Section 4. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 5. That this Resolution shall be in full force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on June 12, 2018.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

City of Dania Beach

Rebranding Advertising Services

DRAFT SCOPE OF WORK & REQUIREMENTS

Background:

The City of Dania Beach is undergoing a rebranding initiative and has selected and approved a new logo, seal, tagline and implementation plan. Part of this process includes an implementation plan with advertising activities. The Rebranding Implementation Plan includes the following:

Advertising – Phase Two will consist of various grassroots events to get all Dania Beach Brand Champions engaged. Staff recommends an initial advertising campaign consisting of various marketing techniques, such as web banner advertisements on high traffic websites, and popular mobile applications which will direct the public to the City's website. Together with the Dania Beach Chamber of Commerce and other marketing groups, the City will display advertising through various public and private venues. Advertising may also be communicated on the City's minibus system, as well as television and radio commercials, if possible.

Events and Activities – Strategic events and activities will be used to effectively engage Dania Beach Brand Champions from all aspects of the City. These events will be coordinated to create buzz around the new Dania Beach brand.

Objective:

The City of Dania Beach is seeking a qualified advertising firm to manage the marketing efforts of the Dania Beach Rebranding Initiative. Services are to include advertising, digital marketing, events, media planning and buying services. The basic requests for this proposal include:

- A. Credentials, experience and samples of the Agency's work
- B. Fully loaded hourly rates
- C. References

The qualifying firm may perform a range of potential duties including:

- Market research
- Marketing strategy
- Creative and production for broadcast and print
- Digital including strategy and production
- Social marketing including strategy and execution
- Media planning and buying
- Event marketing
- CRM
- Website creation

- Budget management

Required Information:

Respondents to this RFQ must provide:

1. Examples or case studies of the firm's marketing and advertising experience with special emphasis on destination marketing and tourism marketing or related work done by the firm. As part of related work, you can include any retail or other examples that show proof of driving valuable behavior shifts.
2. Information regarding any prior experience you may have had with public, private sector or non-profit clients.
3. Current or recent (within past two years) clients that have required large integrated marketing programs and how you managed those programs including which if any services were done by external third party consultants. If you have not handled a large integrated account previously, you will need to explain how you propose to handle such an assignment.
4. Provide a description and some examples of advertising that you have produced including examples of work done under tight timelines and budgets.
5. Discuss your approach and ability to deal with the demands of quick turnaround, low budget productions as well as how you could integrate with City of Dania Beach internal creative and production capabilities. City of Dania Beach internal capabilities may include creative development personnel, video and print production.

Qualification Criteria

Criteria to be used to evaluate the responses include:

1. Relevant experience, credentials and examples of previous work. Consideration will be given to both strategic thinking and executional excellence.
2. Results of previous work, including performance metrics.
3. Overall organization, completeness, and quality of response to the RFQ.
4. Ability to organize and implement a large fully integrated account including broadcast, print, social, digital, CRM, media buying, and planning & events.
5. Ability to do highly flexible production work under short deadlines and tight budgets. This may include working with our own in-house production personnel.
6. Examples of high level branding work.
7. Examples of more functional work that is designed to drive action and motivate responses.
8. Fully loaded hourly cost of account management, creative, research/planning personnel and TV production. These rates must outline the staff functions included under overhead (e.g., Management, legal, accounting, finance, etc.).
9. References

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT FOR PREPARATION OF A PARKS AND RECREATION DEPARTMENT TEN YEAR MASTER PLAN WITH BERMELLO, AJAMIL & PARTNERS, INC., IN AN AMOUNT NOT TO EXCEED ONE HUNDRED NINETY THREE THOUSAND FIFTY DOLLARS (\$193,050.00)

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

park+mp+memo+3, R-2018- Bermello Agreement for Parks Master Plan, R-2018- Bermello Agreement for Parks Master Plan Exhibit A, Dania Beach City Wide Parks Master Plan Scope of Work_ Approach REV_ 06.06.18



Office of the City Manager

Date: June 7, 2018

To: Mayor Tamara James
Vice Mayor Bill Harris
Commissioner Chickie Brandimarte
Commissioner Bobbie H. Grace
Commissioner Marco A. Salvino

From: Robert Baldwin, City Manager

Subject: Parks 10 Year Master Plan

The City Commission of the City of Dania Beach chose the firm of Bermello Ajamil & Partner, through a competitive request for proposals, to develop a Ten Year Parks Master Plan. The Agreement along with the Scope of Service is presented for your approval. Major elements of the Scope of Services are as follows:

Phase I – Needs Assessment

- Meetings with staff, elected officials, community groups, the public, and field investigation of the City's parks.
- Evaluation of the Parks and Recreation Department operations and inventory of services.
- Community Survey
- Park Concept Site Plans for six parks

Phase II – Operations Analysis and Final Master Plan

- Recommendations for management and operations practices
- Recommendations for recreation programs and services
- Cost analysis for a Capital Improvements Plan to make proposed improvements
- Implementation strategy to implement the Parks Plan
- Final Master Plan Report

Phase III- Parks Architectural Concept Design

- Civil Engineering, architecture, landscape architecture and cost estimating for changes to new structure for a park.
- Conceptual architectural plan

The recommended funding for this project is \$193,050 for Phases I and II. Funding in part will come from the Parks and Recreation budget in the amount of \$60,000. The remainder \$133,050 will be funded through the General Fund Reserve. The fees for Phase I & II are 145,500.00. Additional funding in the amount of \$30,000 will be required in Phase II for a subcontractor to perform cost estimating for the yet unknown park improvements. Additionally a 10% project contingency is included.

Recommendation

It is recommended that the City Commission approve the resolution authorizing the Agreement and funding for the Parks 10 Year Master Plan in an amount not to exceed \$193,050.00.

Attachments:

Scope of Services
Professional Fees

RESOLUTION NO. 2018-083

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT FOR PREPARATION OF A PARKS AND RECREATION DEPARTMENT TEN YEAR MASTER PLAN WITH BERMELLO, AJAMIL & PARTNERS, INC., IN AN AMOUNT NOT TO EXCEED ONE HUNDRED NINETY THREE THOUSAND FIFTY DOLLARS (\$193,050.00); PROVIDING FOR CONFLICTS; PROVIDING FOR FUNDING; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, at the April 10, 2018 City Commission meeting, the City Commission selected Bermello, Ajamil & Partners, Inc. (the “Consultant”) to prepare a Parks and Recreation Department Ten Year Master Plan (City RFP No. 18-003); and

WHEREAS, the City Commission authorized the City officials to execute an agreement with the Consultant to provide the services related to the Plan; and

WHEREAS, the cost for Phase I and Phase II of this plan will be One Hundred Forty Five Thousand Five Hundred Dollars (\$145,500.00) exclusive of the Cost Analysis for implementation of the Capital Improvement Plan which is attached as Exhibit “A” and

WHEREAS, the pricing of the Cost Analysis will be dependent upon the size and complexity of the park but is estimated at approximately Ten Thousand Dollars (\$10,000.00) per park for a total estimated cost of Thirty Thousand Dollars (\$30,000.00) for the three major City parks; and

WHEREAS, the City officials are seeking funding to include a ten percent (10%) contingency in the amount of Seventeen Thousand Five Hundred Fifty Dollars (\$17,550.00) for any unforeseen circumstances that may arise during project implementation and shall only be utilized by contractor with advance written approval of the City Manager; and

WHEREAS, the City Commission approved funding in the amount of Sixty Thousand Dollars (\$60,000.00) in Fiscal Year 2017-2018 in the Parks and Recreation Department Budget Account No. 001-72-01-572-31-10; and

WHEREAS, the services to be provided under the Agreement includes an amount not to exceed One Hundred Ninety Three Thousand Fifty Dollars (\$193,050.00);

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

Section 1. That the foregoing “WHEREAS” clauses are ratified and confirmed as being true and correct, and they are made a part of and incorporated into this Resolution by this reference.

Section 2. That the City of Dania Beach, Florida enters into an Agreement with the Consultant for an amount not to exceed One Hundred Ninety Three Thousand Fifty Dollars (\$193,050.00).

Section 3. That the proper City officials are authorized to execute an agreement with Bermello, Ajamil & Partners, Inc., for preparation of the Master Plan for a sum not to exceed One Hundred Ninety Three Thousand Fifty Dollars (\$193,050.00); the City Manager and City Attorney are authorized to make minor revisions to such documents that are deemed necessary and proper for the best interest of the City.

Section 4. That additional funding in the amount of One Hundred Thirty Three Thousand Fifty Dollars (\$133,050.00) is authorized to be appropriated from the General Fund Unrestricted Reserve Account No. 001-271-00-00 to the Parks and Recreation Professional Services Account No. 001-72-01-572-31-10.

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

Section 6. That this Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED June 12, 2018.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS ANSBRO
CITY ATTORNEY

City of Dania Beach City Wide Parks Master Plan
Bermello Ajamil & Partners, Inc.
Professional Fees by Consultant and Responsibility



Consultant	Team Role	Principal Responsibility	Phase I Professional Fees	Phase II Professional Fees	Phase III Professional Fees
Bermello Ajamil & Partners	Prime Consultant, Lead	Project Direction, Planning, Park Designs, Coordination, Parks Department Coordination, Community Workshops, Commission Presentations	\$71,840.00	\$33,110.00	\$31,000.00
ETC Institute	Sub-Consultant Community Survey	Statistically Valid Community Survey	\$14,000.00	\$0.00	\$0.00
Ballard*King Associates	Sub-Consultant Park System Consultant	Analysis and RecommendationsPark System Resources, Management and Operations, Recreation Programs and Services, Park Long Range Maintenance Objectives	\$13,800.00	\$12,750.00	\$0.00
		Total	\$99,640.00	\$45,860.00	\$31,000.00
*Exclusive of Cost Estimating		Phase I and Phase II Total	\$145,500.00		
		Phases I, II and III, Total Project*	\$176,500.00		05.14.2018

CITY OF DANIA BEACH CITY WIDE PARKS MASTER PLAN SCOPE OF SERVICES PHASE I

NEEDS ASSESSMENT, STATISTICALLY VALID COMMUNITY SURVEY, PARKS INVENTORY, PARK SYSTEM RESOURCES CURRENT CONDITIONS, INDIVIDUAL PARKS CONCEPT SITE PLANS

Task No. I-1 Kick-Off Meeting

Carry out one (1) Kick-Off Meeting with Parks and Recreation staff and others as may be necessary to provide project protocols including time line.

Deliverables: Meeting Notes

Task No. I-2 Meet with Elected Officials

Carry out a one-on-one meeting with each of the City's Elected Officials to obtain their perceptions, ideas, issues and opportunities for the City Wide Parks Master Plan.

Deliverables: Meeting Notes

Task No. I-3 STATISTICALLY VALID COMMUNITY SURVEY

Preparation by B&A's Subconsultant, ETC Institute, of a Statistically Valid Community Survey to supplement the Needs Assessment. A copy of the approach and methodology is attached to this Scope of Services. Following is a summary of the deliverables outlined in their approach.

Deliverables: Design Sampling Plan, approved citizen survey instrument, and a description of the sampling plan; *administering the Survey; Data Management and Quality Control and* ETC Institute will provide a copy of the overall results to each question on the survey; Survey Analysis and Report; *Priority Investment Analysis*

Task No. I-4 Inventory and Assessment of Existing Park Conditions

Carry out a visit to each of the City's sixteen (16) parks and identify existing conditions. The parks are: Chester Byrd Park; C.W. Thomas Park; Denis Cove Park; Frank C. "Tootie" Park; Frost Park; Griffin Marine Park; I.T. Parker Center; Linear Park; Mildred V. Jones Park; Mulikin Park; North Side Maleluca Park; Ocean Park Beach; P.J. Mell Aquatic Complex; S.W. Community Center; Tigertail lake Center; Whiskey Creek.

B&A will carry out a photographic assessment of each individual park based on scaled aerial photos. Topographic/property survey of each individual park is not included in the Scope of Services.

For each park prepare a summary report outlining: Park Location and Context; Present Recreation Uses and Existing Park Conditions to include lands and buildings; Identified Issues and Opportunities. B&A will supplement this analysis with photos of each park as well as a location map.

Deliverables: Summary Report outlining conditions at each of the City's parks.

Task No. I-5 Park and Recreation Department Staff Needs Assessment Meeting

Meeting with Park and Recreation Department staff to discuss present park needs. B&A will place special emphasis on:

Task No. I-5.A Frost Park, P.J. Mell Park, C.W. Thomas Park Community Centers

Obtain from staff their perception of each Community Center space program needs. For each of the Community Centers array the Program Needs and provide a Diagram identifying to scale room size and proximity relationships of spaces identified. City to provide base information: existing building floor plan, survey.

Deliverables: Preliminary identified building and site program needs for each of the identified parks

Task No. I-5.B Other Parks and Recreation Activities

Obtain input from staff regarding individual park needs, identified sports venue changes and additions, and other improvements needed.

Deliverables: List of preliminary identified individual park needs

Task No. I-5.C Olsen School Site Re-Use

B&A will evaluate the space available in the area where the closed old school building is located and identify what recreation uses could be included in the land space available.

Deliverables: List of preliminary identified individual park potential uses and site sketch

Task No. I-6 Park System Resources Current Conditions

Assessing Parks System Resources and assessing Recreation Programs and Services is also an important part of a City Wide Parks Master Plan. These assessment have a direct impact on required facilities and the delivery of recreation programs and services.

As part of the Master Plan the B&A Team will complete a comprehensive analysis of how the City of Dania Beach Parks and Recreation currently provides recreation programs and services. This will include a gap analysis where possible deficiencies or shortcomings are identified as well as program strengths being recognized. This will be accomplished through a combination of site visits and interviews with key programming staff as well as a review of existing program data and information. The Phase I Current Conditions will provide the following:

A. Evaluation and Analysis of Management and Operations Practices

- a. Department organization
- b. Parks maintenance
- c. Operating budgets

B. Inventory and Assessment of Recreation Programs and Services

- a. Inventory of existing recreation programs
 - i. Programs by category
 - ii. Strengths and weaknesses
 - iii. Alternative providers
- b. Assessment of facilities that support recreation programs and services
 - i. Need for additional facilities
- c. Assessment of current marketing and promotions efforts

C. Deliverables: Summary Park System Resources Current Conditions

Task No. I-7 Stakeholder Meetings

Carry out one (1) stakeholder meeting with each of the Park and Recreation Board and the identified community stakeholder groups. These Board and community meetings

will be scheduled to take place within a maximum of a two (2) day period. The Board and community meetings will be with the following:

- City of Dania Beach Parks and Recreation Board
- NW Community Center/ Bird Point Committee
- Griffin Civic
- Dania Beach Improvements Association

Deliverables: Meeting notes.

Task No. I-8 Community Workshop No. 1 and 2 - Scoping Meeting

Carry out a Community Workshop in two (2) different parts of the City to present the Parks Existing Conditions Evaluation. Provide a forum to gather community preferences regarding physical plant needs and activities.

Deliverables: Workshop notes.

Task No. I-9 Summary of Individual Park Needs and Program

Based on the information gathered to present and the input received from community Workshop No. 1 and 2, Prepare a Summary Report on City Wide Parks Master Plan Individual Park Needs and Recommended Program

Task No. I-10 Parks and Recreation Staff Meeting

Present the program and recommendations to Parks and Recreation staff.

Deliverables: Meeting notes.

Task No. I-11 Individual Park Concept Site Plans

For all parks B&A will provide a sketch plan of proposed improvements where applicable. B&A will provide a maximum of six (6) park Rendered Concept Site Plan designs for the parks to be selected by the City of Dania Beach. These will be improvements to existing parks or new parks.

Deliverables: B&A will generate a Concept Site Plan design rendered in color for each of the selected parks.

Task No. I-12 Community Workshop No. 3 Summary of Needs and Concept Park Site Designs Presentation

Present the City Wide Parks master Plan Individual Park Needs and Recommended Program to the community.

Deliverables: PowerPoint presentation to be made at Community Workshop No. 3.

Task No. I-13 Parks and Recreation Department Review

Submit and meet with the Parks and Recreation Department to review the findings and the report.

Deliverables: Make changes as may be required.

Task No. I-14 Presentation to City Commission

Make a Power Point presentation to the City Commission of the findings and recommendations.

Deliverables: B&A will provide six (6) draft copies of the Phase I summary report findings and recommendations and one bound copy of the final adopted city of Dania Beach Phase I City Wide Parks Master Plan Needs Assessment. B&A will provide the electronic files of the reports.

PHASE II

CITY WIDE PARKS MASTER PLAN

Task No. II-1 LONG RANGE MAINTENANCE OBJECTIVES AND PARK SYSTEMS RESOURCES

Task No. II-1.A Long Range Maintenance Objectives

Based on the proposed parks improvements B&A's subconsultant Ballard*King Associates will develop an Operations and Maintenance Cost Analysis for each of the parks proposed to be improved and/or expanded.

Task No. II-1.B Park System Resource Phase II Recommendations

Based on the results of the assessment of Existing Park Resources Existing Conditions B&A's subconsultant Ballard*King will coordinate with the public input findings, industry best practices, and recreation programming trends analysis, to develop a program plan for the City of Dania Beach that will map areas of focus, methods of delivery and required resources for future recreation programming. An implementation plan that is specific to recreation programming will then be developed with input from City of Dania Beach Parks and Recreation Department staff and the project team. The Park System Resource Phase II recommendations will include the following deliverables:

Deliverables:

Phase II – Recommendations

- A. *Recommendations for Management and Operations Practices*
 - a. *Department organization*
 - b. *Parks maintenance*
 - c. *Operating budget needs and expectations to implement the plan*
- B. *Recommendations for Recreation Programs and Services*
 - a. *Future recreation program needs*
 - i. *Program change and growth by category*
 - ii. *Areas of program focus*
 - iii. *Role of alternative providers*
 - b. *Future recreation facility needs*
 - c. *Future marketing and promotions needs*

Task II-3 Order of Magnitude Costs Analyses and Capital Improvements Plan

B&A will provide a cost analysis for each identified individual park investment for inclusion in the City's Capital Improvements Plan (CIP). *These costs analyses will be provided as an additional service by a specialized subconsultant. A separate price proposal will be provided*

Task II-4 Implementation Strategy

Formulation of a development strategy. Address implementation schedule that includes each park and proposed improvements in the overall context of the City's Capital Improvements Plan. Provide list of potential funding sources.

Task II-4 Final Parks Master Plan Report Preparation

Collect all the information gathered, designs generated and prepare a Final City Wide Parks Master Plan report to include project process, Master Plan findings and recommendations. The final Parks Master Plan Report will include all the graphics, tables and studies carried out during the process of Master Plan Development.

Task II-5 Community Workshop No. 4 - Commission Workshop

Deliverables: Present the Final Master Plan at a Commission/Community Workshop. This workshop will serve to present the totality of the proposed projects to the City Commission.

Task II-6 Parks Master Plan Final Review and Changes

Deliverables: Incorporate the Community Workshop comments and changes as part of the final document.

Task II-7 Presentation to Commission for Adoption

DELIVERABLES: B&A will provide six (6) copies of the final Master Plan report findings and recommendations and two bound copies of the final adopted city of Dania City Wide Parks Master Plan.

PHASE III

PARK CONCEPT ARCHITECTURAL DESIGN

**(As may be required for each park and
to be individually authorized by the City of Dania Beach)**

I. GENERAL

The professional services provided under this scope of work shall include Civil Engineering, Architecture, Landscape Architecture, Planning and Cost Estimating.

II. SCOPE OF WORK

A. TASK 1 – BASE PLAN DEVELOPMENT

1. The Client shall provide B&A any available data on the existing park and structures. This proposal does not include a new survey thus B&A shall use this data in the development of the Base Plan. If a site survey is not available, B&A shall use a recent aerial of the site as a base plan but cannot verify the accuracy of the dimensions or locations of site amenities. Alternately, B&A can commission a surveyor to produce a current Site Boundary Survey as an Additional Service.

B. TASK 2 – SITE ANALYSIS AND DESIGN INTENT

1. B&A shall meet with the Client on site one (1) time in order to develop an understanding of the site's opportunities and constraints and to discuss and develop a shared vision for the project. The purpose of this exercise is to develop an image of the project based on the development program and themes discussed. The meeting shall define the image and design vocabulary for the project that shall be utilized by the Client and the design team to measure the appropriateness of future design decisions. This shall result in the initial program of uses which will be used to confirm/determine the new Community Center's layout, adjacencies and siting requirements. B&A shall summarize key discussion points and direction given during the meeting.

C. TASK 3 – CONCEPTUAL ARCHITECTURAL DESIGN

1. The Consultant shall use the development program for the Community Center as identified in Phase I of the City Wide Parks Master Plan. The Consultant shall summarize the program discussed in Task 2 and confirm the Client's program prior to the conceptual design. Once approved, the Consultant shall develop a conceptual plan of the community center based on the approved program. (up to two (2) alternative layout concepts) This work shall be presented to the Client at a follow up meeting for confirmation of the design direction.

D. TASK 4 - DRAFT CONCEPTUAL MASTER PLAN

1. The Consultant shall review appropriate land development regulations (LDR) and provide the Client one (1) consolidated list of development limitations such as building setbacks and any other requirements that might impact the preferred improvements. Based on the Survey and direction give at the Design Intent Meeting, B&A shall develop a conceptual master plan including the proposed Community Center, (developed in Task 3) conceptual layout of paving, site furnishings and plantings. The Client shall review the plan and provide B&A one (1) consolidated list of comments on a marked up plan. The Client shall be responsible for scheduling and meeting with local community groups, elected officials and stakeholders to present the Draft Conceptual Design, receive their feedback and direction and provide B&A a summary of major discussion points and requested changes.
2. Draft Conceptual Master Plan Opinion of Probable Cost – B&A shall develop an opinion of probable cost for elements detailed in the Draft Conceptual Master Plan.

E. TASK 5 – FINAL CONCEPTUAL MASTER PLAN

1. Draft Conceptual Design Comments Conference Call – B&A shall participate in a one-hour conference call with the Client and appropriate parties to discuss costs, Client comments and the development of the Final Conceptual Master Plan.

Deliverables:

2. Final Conceptual Master Plan – Based on the direction given by the Client, budgetary considerations and regulatory requirements, B&A shall develop and provide the Final Conceptual Master Plan in a 24"X36" color print format. B&A shall make minor revisions to the Plan based on Client comments.

Any additional revisions required based on comments received after completion of Final Conceptual Master Plan task shall be completed as an additional service on a time and materials basis

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT ORDINANCE CREATING ARTICLE XII, TO BE ENTITLED “PUBLIC NUISANCE”, AND SECTION 17-133, TO BE ENTITLED “PUBLIC NUISANCE ABATEMENT” AS PART OF CHAPTER 17, ENTITLED “OFFENSES MISCELLANEOUS” OF THE CITY CODE OF ORDINANCES

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo - Nuisance Abatement Ordinance, O-2018- Creating Art. XII & Sec. 17-133 of Ch. 17 Regarding Public Nuisance

MEMORANDUM

Date: June 12, 2018

To: Tamara James, Mayor
Bill Harris, Vice Mayor
Chickie Brandimarte, Commissioner
Bobbie H. Grace, Commissioner
Marco A. Salvino, Sr., Commissioner

CC: Robert Baldwin, City Manager
Marc LaFerrier, Director, Community Development Department

From: Thomas J. Ansbro, City Attorney

Subject: Proposed Adoption of New Article XII, “Public Nuisances” of
Chapter 17 of the City Code of Ordinances

As a result of several recent meetings with BSO, Community Development Department and Code Compliance staff, in an effort to find measures to effectively address “public nuisance” types of issues at various businesses in the City, a new ordinance has been prepared.

Review of the City’s “Nuisance Abatement Board” ordinance has led us to conclude that its procedures are too limited and restrictive in their scope. The City needs to address the wide spectrum of conduct which constitutes “nuisances” under state law and what is known as the “common law” in Florida.

This Ordinance is modeled after one used by the Town of Lauderdale-by-the-Sea. It was used successfully by the Town in dealing with a motel which was a frequent source of police and Code Compliance calls. Ultimately, by hearings conducted under the Code Compliance Special Magistrate process, the issues were resolved and the motel is no longer a problem for police and code officials.

Conduct found to be a nuisance under state law and the state statutes mentioned in the proposed ordinance includes matters dealing with illegal drugs, gang activities, public disturbances and prostitution, among many other types of misconduct.

Adoption of the Ordinance is recommended.

TJA:la

Attachment: Proposed Ordinance

cc: Eric Abend, Special Counsel
Captain Danny Marks, Broward Sheriff’s Office
Lt. Darryl Stallings, Broward Sheriff’s Office
Eric Walton, Code Compliance Manager
Barbara Urow, Lead Code Inspector

ORDINANCE NO. 2018-011

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, CREATING ARTICLE XII, TO BE ENTITLED "PUBLIC NUISANCE", AND SECTION 17-133, TO BE ENTITLED "PUBLIC NUISANCE ABATEMENT" AS PART OF CHAPTER 17, ENTITLED "OFFENSES MISCELLANEOUS" OF THE CITY CODE OF ORDINANCES; PROVIDING FOR CONFLICTS, FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That Article XII to be entitled "Public Nuisances" and Section 17-133, to be entitled "Public Nuisance Abatement" as part of Chapter 17, entitled "Offenses Miscellaneous" of the City Code of Ordinances, is created to read as follows:

ARTICLE XII. - PUBLIC NUISANCES

Sec. 17-133. - Public nuisance abatement.

- a) *Definition.* For purposes of this section, "public nuisance" means any of those actions or failures to act defined as a public nuisance in Florida Statutes Section 823.01, Florida Statutes Section 823.05, Florida Statutes Section 823.10, Florida Statutes Section 893.138, and any public nuisance known or recognized as such at common law or in equity jurisprudence or as provided by statute, administrative rule, or ordinance of the City, including this Article.
- b) *Violation established.* It is unlawful and constitutes a violation of this section for any person or business who or which engages in any business, a profession or occupation within the City, or who or which owns, operates or manages premises or any business establishment within the City, to engage in business, a profession or occupation or operate or manage the premises or business establishment, in a manner which facilitates or aids the efforts of that business, person or any other person to engage in conduct which constitutes the establishment or maintenance of a public nuisance within the City.

c) *Enforcement.*

1. The City may prosecute violations of this Section by issuance of a notice of violation and a notice of formal hearing before a code compliance special magistrate for violation of a City ordinance, in which case the penalty for a violation is as follows:
 - a. First offense \$250.00
 - b. Second offense \$500.00
 - c. Violation irreparable in nature Up to \$5,000.00.
2. The special magistrate shall have the authority to order compliance with measures intended to protect the public health, safety, and welfare, in an effort to abate any nuisance.
3. Each day in which a violation exists will constitute a separate violation for the purpose of determining the fine, penalty and compliance measures imposed.

The provisions contained in this Article are additional and supplemental means of enforcement. The provisions and procedures contained in this Article shall be in addition to and supplemental to any other remedies now existing or subsequently provided for by law or City ordinance.

Section 2. That if any section, clause, sentence or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 3. That all ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict with this Ordinance, are repealed to the extent of such conflict.

Section 4. That this Ordinance shall take full effect immediately upon its passage and adoption.

PASSED on first reading on June 12, 2018.

PASSED AND ADOPTED on second reading on _____, 2018.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Ordinance

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT ORDINANCE AMENDING CHAPTER 28, OF THE “LAND DEVELOPMENT CODE,” OF THE CITY CODE OF ORDINANCES BY AMENDING ARTICLE 675, SECTION 675-2, TEMPORARY USES AUTHORIZED: PROVIDING FOR THE USE OF SURPLUS PARKING FOR TEMPORARY PARKING OF PASSENGER VEHICLES ON PROPERTIES SUBJECT TO PARI-MUTUEL LICENSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

DEC TA 2nd reading, O-2018-010 DEC Zoning Text Amendment - Section 675 Second Reading, DEC Text Amd app and backup OPT



**CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT**

DATE: June 12, 2018

TO: Robert Baldwin, City Manager

VIA: Marc LaFerrier, AICP, Director

FROM: Corinne Lajoie, AICP, LEED G.A., Planning and Zoning Manager *CL*

SUBJECT: **TX-12-18:** The applicant, Dania Entertainment Center, is requesting a text amendment to the City's Land Development Code (SECOND READING).

**REQUEST
TEXT AMEDMENT**

To add temporary use of allow surplus parking to be used for parking for passenger vehicle by a third party as a permitted temporary use.

The applicant is requesting an amendment to the City's Land Development Code (LDC) to allow the temporary use of any surplus parking located within the pari-mutuel facility for the parking of passenger vehicles by a third party with an active business license within the City.

The applicant indicates that the Dania Jai Alai site currently has an excess of 1,350 parking spaces. They would like to use 300 spaces for third party parking of vehicles on a temporary basis. The proposed amendment will allow the City Commission to allow the temporary use for up to eighteen (18) months, allowing the Community Development Director to extend the use for up to two (2) one hundred eighty (180) day periods.

After first reading, the applicant amended the proposed language to prohibit parking of recreational vehicles, panel trucks and construction vehicles and to require a 125' setback from adjacent residential use.

The proposed new language is identified below:

"In addition to the foregoing, properties subject to a Florida pari-mutuel license and a development agreement with the city may also request approval for the temporary use of up to 300 parking spaces constituting surplus parking located within the pari-mutuel facility for the parking of licensed and operational passenger vehicles by a third party with an active business license within the City subject to the following conditions:

- a. All passenger vehicles must be parked in a designated parking space;
- b. The parking of recreational vehicles, panel truck or construction vehicles is not permitted in any area designated for temporary parking pursuant to this subsection;

c. Any temporary parking approved pursuant to this subsection shall be located at least 125' from the property line of any property zoned or used for residential uses and not owned by the pari-mutuel.

Any such approval may be granted by the City Commission for up to eighteen (18) months. The Director of Community Development has the discretion to approve further consecutive one hundred eighty (180) days extensions for the temporary use upon further written request. In no event shall more than two (2) consecutive extensions be granted for any temporary use approved by this subsection unless extended by the City Commission."

This application will be heard by the City Commission at two (2) public hearings.

CITY COMMISSION PREVIOUS ACTION

On May 22, 2018 the City Commission approved this item on first reading with several changes.

PLANNING AND ZONING BOARD ACTION

On May 16, 2018 the Planning and Zoning Board recommended approval.

CITY COMMISSION ACTION

Staff recommends approval of the proposed text amendment.

ORDINANCE NO. 2018-010
SECOND READING

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 28, OF THE “LAND DEVELOPMENT CODE,” OF THE CITY CODE OF ORDINANCES BY AMENDING ARTICLE 675, SECTION 675-20, TEMPORARY USES AUTHORIZED: PROVIDING FOR THE USE OF SURPLUS PARKING FOR TEMPORARY PARKING OF PASSENGER VEHICLES ON PROPERTIES SUBJECT TO PARI-MUTUEL LICENSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2 of the Florida Constitution, and Chapter 166, Florida Statutes, provide municipalities the authority to exercise any power for municipal purposes, except where prohibited by law, and to adopt ordinances in furtherance of such authority; and

WHEREAS, Objective V of the Future Land Use Element of the City of Dania Beach Comprehensive Plan provides that the City of Dania Beach will maintain land development regulations and zoning regulations to implement the City’s Comprehensive Plan; and

WHEREAS, the City Commission of the City of Dania Beach (“City Commission”) finds it periodically necessary to amend its Code of Ordinances and Land Development Code (“Code”) in order to update regulations and procedures to implement municipal goals and objectives; and

WHEREAS, City staff recommends approval of a proposed change to the Code as shown below; and

WHEREAS, the Planning and Zoning Board, sitting as the City’s Local Planning Agency, has reviewed this Ordinance, and has determined that it is consistent with the City’s Comprehensive Plan; and

WHEREAS, pursuant to Section 166.041 (c)(2), Florida Statutes, notice has been given by publication in a newspaper of general circulation in the City, notifying the public of this proposed Ordinance and of the time and dates of the public hearings; and

WHEREAS, two (2) public hearings were held before the City Commission pursuant to the published notice described above; and

WHEREAS, the City Commission finds that adoption of this Ordinance through its police powers will protect the public health, safety, and welfare of the residents of the City, and furthers the purpose, goals, objectives, and policies of the City's Comprehensive Plan;

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

Section 1. That the preceding "WHEREAS" clauses are ratified and incorporated as a record of the legislative intent of this Ordinance.

Section 2. That Chapter 28 "Land Development Code," Article 675, Section 675-20(F), "Temporary Uses Authorized," of the City Code is amended to read as follows:

ARTICLE 675-20. – TEMPORARY USES AUTHORIZED

(A) All temporary uses or special events must be located on developed property with an active business tax receipt issued by the city, or upon city property as authorized in accordance with this article, and must meet one of the following criteria:

- (1) The temporary use or special event must benefit a business currently licensed and occupying a permanent place of business in the city;
- (2) The temporary use or special event must benefit a not-for-profit entity or charitable organization;
- (3) The temporary use or special event must be organized and operated solely for charitable purposes; or
- (4) The temporary use or special event must be a private gathering.

This section does not to apply to local shows or amusements held in theaters, auditoriums or permanent buildings designed and permitted for assembly uses.

(B) In addition to a temporary use or special event that is required to be approved by the city commission under subsection (A), the following temporary uses and special events shall be approved by the city commission after staff review and recommendation, as provided in this subsection:

- (1) Events with more than fifty (50) persons in attendance, as estimated by the parks and recreation director;
- (2) Events that occur over a five-hour period or longer;
- (3) Multi-day events;
- (4) Events requiring street closures;
- (5) Any event that requires an outside agency to review the proposed event;
- (6) Any event involving the sales or use of fireworks or sparklers;

- (7) Temporary assembly uses such as commercial carnivals, fairs, exhibitions, craft shows, concerts, promotional activities or similar events;
- (8) Garage sales located on property within a nonresidential zoning district pursuant to section 21-42; and
- (9) Other uses of a similar and temporary nature where the period of use will not extend beyond sixty (60) days during any calendar year.

The city commission may, in its initial resolution approving a temporary use, authorize the subsequent administrative approval by the parks and recreation director of a future event or use that recurs on a regular basis (e.g., approved events or uses recurring annually, or approved events or uses recurring seasonally but no more than four (4) times per calendar year) at specific locations except as provided in Section 675-20(G). Recurring events subject to administrative approval shall be consistent with all terms and conditions provided in the original resolution providing for temporary use approval.

- (C) Notwithstanding the provisions of this section, the following temporary uses are authorized in the commercial, industrial and CRA mixed-use districts, and on lots developed for assembly and institutional uses in other zoning districts subject to approval of the parks and recreation director after staff review and recommendation, as provided in this subsection. The parks and recreation director may require city commission approval of any temporary use or special event which is normally subject to administrative approval under this subsection, if the parks and recreation director has determined that neighboring property may be impacted by the proposed event.
 - (1) Temporary sales of a seasonal nature (e.g., holiday sales of Christmas trees, pumpkins for Halloween), excluding fireworks and sparklers; and
 - (2) Events with less than fifty (50) persons in attendance, as estimated by the parks and recreation director.
- (D) The following temporary uses are permitted without further review, in connection with development projects which are subject to city commission approval, unless the use was previously reviewed during the site plan approval process, in which case administrative approval is authorized.
 - (1) Offices for sale of real estate or for persons engaged in the development, within temporary buildings or office trailers which are approved consistent with all building permit submittal requirements for temporary structures.
 - (2) Construction materials storage and processing.
 - (3) Equipment storage.
 - (4) Model homes or sample apartments.
 - (5) Activities of religious, institutional, or governmental entity under construction, reconstruction, renovation or enlargement.
- (E) Garage (yard) sales are permitted subject to the limitation on frequency and license requirement set forth in chapter 21, article 3 of the Code of Ordinances, and the signage allowance in section 505-170(I). Garages sales located on property within a non-residential

zoning district shall be subject to temporary use approval by the city commission in accordance with the procedure provided in this section.

- (F) Notwithstanding the above standards and regulations, properties which are zoned PMUD or properties subject to a Florida pari-mutuel license and a development agreement with the city, may exceed the maximum limit of four (4) times per calendar year for recurring events or uses, subject to administrative review and approval by the parks and recreation director. Applications for recurring temporary uses and special events exceeding four (4) times per calendar year shall provide a schedule of events identifying the dates and times of all proposed temporary uses and special events to be approved annually. The parks and recreation director may impose reasonable conditions as provided for in section 675-40(c) necessary to ensure the public health, safety, and general welfare. In addition to the foregoing, properties subject to a Florida pari-mutuel license and a development agreement with the city may also request approval for the temporary use of up to 300 parking spaces constituting surplus parking located within the pari-mutuel facility for the parking of licensed and operational passenger vehicles by a third party with an active business license within the City subject to the following conditions:

- a. All passenger vehicles must be parked in a designated parking space;
- b. The parking of recreational vehicles, panel truck or construction vehicles are not permitted in any area designated for temporary parking pursuant to this subsection;
- c. Any temporary parking approved pursuant to this subsection shall be located at least 125' from the property line of any property zoned or used for residential uses and not owned by the pari-mutuel.

Any such approval may be granted by the City Commission for up to eighteen (18) months. The Director of Community Development has the discretion to approve further consecutive one hundred eighty (180) days extensions for the temporary use upon further written request. In no event shall more than two (2) consecutive extensions be granted for any temporary use approved by this subsection unless extended by the City Commission.

- (G) All temporary uses and special events approved subject to the standards and requirements set forth under this article are deemed to be a privilege and not a right, which may be revoked by the city for failure to comply with any of the provisions of this article or any other local, state or federal law governing the event. Approved temporary uses and special events may also be revoked if such revocation is in the best interest of the city based on emergency, disorder or other unforeseen conditions.

* * * *

Section 3. That if any section, clause, sentence or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 4. That all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are repealed to such extent of the conflict.

Section 5. That this Ordinance shall take full effect immediately upon its passage and adoption.

PASSED on first reading on May 22, 2018.

PASSED AND ADOPTED on second reading on June 12, 2018.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

Holland & Knight

515 East Las Olas Boulevard, Suite 1200 | Ft. Lauderdale, FL 33301 | T 954.525.1000 | F 954.463.2030
Holland & Knight LLP | www.hklaw.com

Janna P. Lhota
(954) 468-7841
janna.lhota@hklaw.com

March 1, 2018

Via Hand Delivery

Marc LaFerrier, Director
Community Development
City of Dania Beach
100 W. Dania Beach Boulevard
Dania Beach, FL 33004



Re: Application – Zoning Text Amendment to Section 675 (Temporary Uses)

Dear Mr. LaFerrier:

As you are aware, Holland & Knight currently represents Dania Entertainment Center, LLC (“DEC”), the owner and operator of the Casino at Dania Beach located at 301 East Dania Beach Boulevard (the “Property”) in the City of Dania Beach.¹ Consistent with the Second Amended and Restated Development Agreement entered into the City of Dania Beach (the “City”), DEC has renovated and constructed Phase 1.1 of the improvements at the Property. A significant portion of the parking area associated with the Casino at Dania Beach was previously constructed in connection with the original development of the Dania Jai Alai and is presently not required in connection with the Phase 1.1 uses. As a result, the Property currently maintains an excess of 1,350 parking spaces.

DEC regularly enters into agreements for the use of this excess parking with the City and their permittees for City-sponsored events at the adjacent Frost Park. Although the Development Agreement allows for the temporary use of the Property, to better clarify and identify the permitted temporary use of the surplus parking area, DEC proposes the attached Zoning Text Amendment to allow third party parking of vehicles on a temporary basis with the approval of the City. The use of surplus parking by third parties at pari-mutuels is not uncommon. Numerous examples can be provided across the State of Florida where excess parking is utilized for the parking of passenger vehicles by third parties. The area proposed by DEC for the third party parking independent of any parking for City-related events will be strategically located to minimize any impact on the neighboring residential areas and will be limited to the parking of 300 passenger vehicles.

¹ The Property is designated Regional Activity Center on the City’s Land Use Map and is zoned EDBB-MU on the improved portion of the pari-mutuel.

March 1, 2018

Page 2

Based on the foregoing, DEC respectfully requests the favorable consideration of the proposed Zoning Text Amendment by the City. Should you have any questions or require further documentation, please do not hesitate to contact our office.

Sincerely yours,

HOLLAND & KNIGHT LLP



Janna P. Lhota

JPL:jjk

Enclosures

#55405387_v1



City of Dania Beach, Florida
Department of Community Development
Planning and Zoning Division
(954) 924-6805 X3643
(954) 922-2687 Fax



Standard Development Application

- ☐ Administrative Variance
- ☐ Land Use Amendment
- ☐ Plat
- ☐ Rezoning
- ☐ Site Plan
- ☐ Special Exception
- ☐ Variance
- ☒ Other: Zoning Text Amendment

Date Rec'd:

Petition No.:

TX-012-18

(SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)

THIS APPLICATION WILL NOT BE ACCEPTED UNTIL IT IS COMPLETE AND SUBMITTED WITH ALL NECESSARY DOCUMENTS. Refer to the application type at the top of this form and "Required Documentation" checklist to determine the supplemental documents required with each application. For after the fact applications, the responsible contractor of record shall be present at the board hearing. Their failure to attend may impact upon the disposition of your application. As always, the applicant or their authorized legal agent must be present at all meetings. All projects must also obtain a building permit from the City Building Division. For more information please reference the **Dania Beach Land Development Code Part 6, Development Review Procedures and Requirements.**

Location Address: 301 East Dania Beach Boulevard, Dania Beach, FL 33004

Lot(s): _____ Block: _____ Subdivision: _____

Recorded Plat Name: Dania Jai Alai Plat (PB177 / Page170)

Folio Number(s): 5042-34-61-0010, 5042-34-61- 0030, 5042-34-61-0020 Legal Description: see attached Exhibit "A"

Applicant/Consultant/Legal Representative (circle one) Dania Entertainment Center, LLC

Address of Applicant: 301 East Dania Beach Blvd, Dania Beach, FL 33004

Business Telephone: (954)920-1511 Home: _____ Fax: _____

E-mail address: ssavin23@gmail.com

Name of Property Owner: Dania Entertainment Center, LLC

Address of Property Owner: 301 East Dania Beach Blvd, Dania Beach, FL 33004

Business Telephone: (954)920-1511 Home: _____ Fax: _____

Explanation of Request: Proposed zoning text amendment to Section 675 (temporary uses).

For Plats please provide proposed Plat Name for Variances please attach Criteria Statement as per Section 625.40 of the Land Development Code.

Prop. Net Acreage: _____ Gross Acreage: 49.781 Prop. Square Footage: _____

Existing Use: pari-mutuel facility Proposed Use: pari-mutuel facility

Is property owned individually, by a corporation, association, or a joint venture? _____

AUTHORIZED REPRESENTATIVE

I/we are fully aware of the request being made to the City of Dania Beach. If I/We are unable to be present, I/we hereby authorize Janna P. Lhota, Holland & Knight LLP (individual/firm) to represent me/us in all matters related to this application. I/we hereby acknowledge that the applicable fee was established to offset administrative costs and is not refundable.

I/we are fully aware that all approvals automatically expire within 12 months of City of Dania Beach Planning and Zoning Board or City Commission approval, or pursuant to the expiration timeframe listed in Part 6 of the Dania Beach Land Development Code.

STATE OF FLORIDA
COUNTY OF BROWARD
The foregoing instrument
was acknowledged

By: [Signature]
(Owner / Agent signature*)

BEFORE ME THIS 14TH DAY OF February, 2018

By:

SCOTT C. SAVIN
(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary [Signature]
(Signature of Notary Public – State of FLORIDA)



Personally known X or Produced Identification _____

Type of identification produced: _____ or Drivers License _____

***If joint ownership, both parties must sign. If partnership, corporation or association, an authorized officer must sign on behalf of the group. A notarized letter of authorization from the owner of record must accompany the application if an authorized agent signs for the owner(s).**

NO APPLICATION WILL BE AUTOMATICALLY SCHEDULED FOR A MEETING.

**ALL APPLICATIONS MUST BE DETERMINED COMPLETE BY STAFF
BEFORE PROCESSING OCCURS.**

City of Dania Beach APPLICATION TYPE AND FEE SCHEDULE

INCOMPLETE SUBMITTALS ARE NOT ACCEPTABLE FOR REVIEW AND PROCESSING.

The following fees shall apply to all applications for land use plan amendments, rezoning, special exception use, variances, site plans and other zoning related applications. These fees are used to defray staff cost in the evaluation of the proposal made and provide for the required notices and public advertisements according to Florida State Statute and the Dania Beach Land Development Code. Should any applicant have more than one type of request to the City, the applications involved should be submitted at the same time. The present City policy is to have concurrent reviews being processed before the final review and actions by the Planning and Zoning Board and/or City Commission. It is the obligation of all applicants to review the appropriate City Codes and design standards related to their proposal before making any application to the City. The standard review process for all development applications are two (2) review cycles. **Any additional review or public notice required by staff or professional consultants due to the incorrect interpretation of the Land Development Code will be charged to the applicant as per "Section 685-10 Cost Recovery for Development Review" of the Dania Beach Land Development Code.**

SPECIAL EXCEPTION	
SPECIAL EXCEPTION (Excluding cell towers)	Filing fee = \$3,700.00 plus \$200.00 per acre or portion of such area <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
SPECIAL EXCEPTION (Cellular Towers)	Filing fee = \$4,000 <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
Additional Resubmittal (In addition to the standard (2) review cycles)	Any additional review or public notice required by staff or professional consultants due to the negligence of the applicant will be charged to the applicant as per Article 685-10 Cost recovery for Development Review of the Dania Beach Land Development Code.
VARIANCES, APPEALS & WAIVERS	
Administrative, Single Family	\$ 300.00
Administrative, all other	\$ 500.00
Single Family/Community Facility	\$ 490.00
Duplex	\$1,050.00
Triplex	\$1,150.00
Multifamily, Hotel, Condo-Hotel (per variance)	\$2,300.00
Nonres. (per variance)	\$2,000.00
Wall Sign	\$ 700.00
Monument Sign	\$1,200.00
Pole Sign (As permitted)	\$2,400.00
Appeal (single family & comm fac)	\$ 650.00
Appeal (all other uses)	\$1,925.00
Dumpster Appeal to Com. Dev. Dir.	\$ 200.00
Dumpster Appeal to City Com.	\$ 500.00
Alcoholic Beverage Variance	\$1,250.00
Mobility	\$1,400.00
Trafficway Waiver	\$4,000.00
Vacation – Road/Easement	\$3,500.00
Alcohol Extended Hours License Application	\$2,250.00
Alcoholic Beverage Waiver	\$1,000.00
Zoning Review: State Liquor License	\$ 50.00
Outdoor Seating/Dinning	\$ 100.00
Assisted Living Facility	\$ 65.00
CRA Grant Application	\$ 250.00
UNSPECIFIED	\$ 500.00 PLUS any outside costs incurred by the city as per "Section 685-10"
Zoning Information Letter	\$ 250.00

Revised – 8-23-11 As per City Commission Approval Resolution #2011-090

City of Dania Beach APPLICATION TYPE AND FEE SCHEDULE

INCOMPLETE SUBMITTALS ARE NOT ACCEPTABLE FOR REVIEW AND PROCESSING.

The following fees shall apply to all applications for land use plan amendments, rezoning, special exception use, variances, site plans and other zoning related applications. These fees are used to defray staff cost in the evaluation of the proposal made and provide for the required notices and public advertisements according to Florida State Statute and the Dania Beach Land Development Code. Should any applicant have more than one type of request to the City, the applications involved should be submitted at the same time. The present City policy is to have concurrent reviews being processed before the final review and actions by the Planning and Zoning Board and/or City Commission. It is the obligation of all applicants to review the appropriate City Codes and design standards related to their proposal before making any application to the City. The standard review process for all development applications are two (2) review cycles. **Any additional review or public notice required by staff or professional consultants due to the incorrect interpretation of the Land Development Code will be charged to the applicant as per "Section 685-10 Cost Recovery for Development Review" of the Dania Beach Land Development Code.**

APPLICATION TYPE	FEE
LAND USE	
Assignment of Flex Units or Acreage	Filing fee = \$4,000.00 plus \$5.00 per flex, reserve or LAC/RAC unit or hotel room or \$100 per acre or portion of such area <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
Change of Land Use	Filing fee = \$7,000.00, plus \$500.00 per acre or portion of area <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
ZONING	
Change of Zoning (Rezoning)	Less than 2 acres - \$2,500.00 Greater than 2 acres - \$6,000.00 <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
Zoning Code Text Change	Changing the list of Permitted Uses - \$6,000.00 General Text - \$2,000.00 <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
PLAT	(Perimeter) Filing fee = \$2550.00 plus \$50.00 per acre or portion of such area (Subdivision) Filing fee = \$2550.00 plus \$100 per acre or portion of such area <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
Delegation Request	\$1,500.00 <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
SITE PLAN	
Residential, Hotel, Condo-Hotel, Time-Share, Motel	Filing fee = \$1,000.00 PLUS \$10.00 per unit Plus an initial retainer for cost recovery of consultant services of \$5,000.00. Additional consultant service fees may be required. Minimum fee = \$6,100.00 <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
All other uses	Filing fee = \$1,000.00 PLUS the following: \$5.00 : 100 s.f. for 1 st 10,000 s.f., \$2.00 : 100 s.f. in excess of 10,000 s.f. Plus an initial retainer for cost recovery of consultant services of \$4,000.00. Additional consultant service fees may be required. Minimum fee = \$5,500.00 <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
Site Plan Revisions	\$2,500.00 - <i>Includes staff processing and up to 2 review cycles.</i> <i>Additional variances associated with any revision to a site plan are charged according to the associated variance type.</i>
Extension of Approval(s) (Site plan, variance, special exception requests)	\$1,250.00 – Single Extension (PLUS) an additional \$ 250.00 for each associated approval

OFFICER CERTIFICATE

This Certificate is delivered by the undersigned, in their capacity as Managers of DANIA ENTERTAINMENT CENTER, LLC, a Delaware limited liability company (the "Company"). The undersigned represent, warrant and certify, on behalf of the Company, as of the date of this Certificate, as follows:

1. The Company is in good standing with the State of Delaware and qualified to do business in the State of Florida.

2. The individuals named on Exhibit A attached hereto, are, as of the date hereof, authorized signatories of the Company.

3. Attached hereto as Exhibit B are true and correct resolutions duly adopted by the Company.

IN WITNESS WHEREOF, the undersigned has executed this certificate this ____ day of June, 2015.

By: Leon Reitnauer
Leon Reitnauer, Manager

By: Federico Miguel De Achaval
Federico Miguel De Achaval, Manager

By: Ricardo O. Benedicto
Ricardo O. Benedicto, Manager

By: Scott Savin
Scott Savin, Manager

By: Alexander Havenick
Alexander Havenick, Manager

By: Hector J. Cruz
Hector J. Cruz, Manager

Exhibit A

Authorized Signatories

Leon Reitnauer

Federico Miguel De Achaval

Ricardo O. Benedicto

Scott Savin

Alexander Havenick

Hector J. Cruz

Schedule 1

1. Any and all matters relating to any aspect of the redevelopment of the Dania Jai Alai, as such pertains to Company's dealings with any third-party, including, but not limited to, the City of Dania Beach and Broward County.

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Resolution

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION APPROVING A SPECIAL EXCEPTION (SE-116-17) TO PERMIT THE RENTAL OF AUTOMOBILES PURSUANT TO A REQUEST SUBMITTED BY FRANCO CARRI ON BEHALF OF THE PROPERTY OWNER, ACP PARTNERS, LLC, FOR PROPERTY LOCATED AT 4101 RAVENSWOOD ROAD, SUITE 104A, IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A", A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION

Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached

Carri SE staff report, R-2018- Franco Carri, ACP Partners, LLC Special Exception (SE-116-17) for Auto Rental, Airport Commerce Park plans OPT, Carri SE application and backup



**CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT**

DATE: June 12, 2018

TO: Robert Baldwin, City Manager

VIA: Marc LaFerrier, AICP, Director

FROM: Corinne Lajoie, AICP, Planning and Zoning Manager, LEED G.A. *CLajoie*

SUBJECT: **SE-116-17:** The applicant, Franco Carri, is requesting a Special Exception approval to allow automobile rental on the property located at 4101 Ravenswood Road.

REQUEST

SPECIAL EXCEPTION

To allow automobile rental use.

PROPERTY INFORMATION

ZONING DESIGNATION:	General Commercial District (C-4)
LAND USE DESIGNATION:	Industrial

VIOLATIONS

There is one open violation on this property.

PUBLIC HEARING NOTICE

This item was duly advertised, posted and noticed pursuant to Article 610 of the Land Development Code (LDC.)

The subject property is located in a C-4 zoning district and is the current location of Airport Commerce Center office park. The property is approximately six and a half (6.5) acres in size and is located west of the Fort Lauderdale-Hollywood International Airport. The applicant currently has a lease for three (3) bay units fronting on Ravenswood Road add two (2) additional bay units immediately behind.

The applicant has leased 1,500 square feet of office space, which requires five (5) parking spaces. Their lease includes the use of twenty (20) parking spaces to accommodate rental vehicles.

SPECIAL EXCEPTION

Per Section 110-20 of the LDC, "automobile rental" is permitted in C-4 if a Special Exception is granted. Section 630-50 of the Land Development Code states, the City Commission or Planning and Zoning Board, if applicable, shall review the application to determine whether the Special Exception use complies with the following criteria standards:

(1) "That the use is permitted as a special exception use as set forth in the use regulations of part 1 of this code."

(2) "That the use will not cause a detrimental impact to the value of existing contiguous uses, uses in the general area, and to the zoning district where it is to be located."

(3) "That the use will be compatible with the existing uses on contiguous property, with uses in the general area and zoning district where the use is to be located and compatible with the general character of the area, considering population density, design, scale and orientation of structures to the area, property values and existing similar uses or zoning."

(4) "That adequate landscaping and screening are provided to buffer adjacent uses from potential incompatibilities."

(5) "That adequate parking and loading is provided, and ingress and egress is so designed as to cause minimum interference with traffic on abutting streets."

(6) "That the use will not have a detrimental environmental impact upon contiguous properties and upon properties located in the general area or an environmental impact inconsistent with the health, safety and welfare of the community."

(7) "That the use will not have a detrimental effect on vehicular or pedestrian traffic, or parking conditions, and will not result in the generation or creation of traffic inconsistent with the health, safety and welfare of the community."

(8) "That the use will not utilize turning movements in relation to its access to public roads or intersections, or its location in relation to other structures or proposed structures on or near the site that would be hazardous or a nuisance."

(9) "That the use will not have a detrimental effect on the future development of contiguous properties or the general area, according to the comprehensive plan."

(10) "That the use will not result in the creation of incompatible noise, lights, vibrations, fumes, odors, dust or physical activities, taking into account existing uses, uses located on contiguous properties, uses in the general area and the zoning in the vicinity due to its nature, duration, direction or character."

(11) "That the use will not overburden existing public services and facilities."

Per the applicant's justification letter, survey, and site plan of the property identify how the request is consistent with the Special Exception criteria.

CITY COMMISSION ACTION

Approve the resolution.

RESOLUTION NO. 2018-084

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING A SPECIAL EXCEPTION (SE-116-17) TO PERMIT THE RENTAL OF AUTOMOBILES PURSUANT TO A REQUEST SUBMITTED BY FRANCO CARRI ON BEHALF OF THE PROPERTY OWNER, ACP PARTNERS, LLC, FOR PROPERTY LOCATED AT 4101 RAVENSWOOD ROAD, SUITE 104A, IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT “A”, A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION; PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 28, Part 6 of the Land Development Code (the “LDC”), Article 630 entitled “Special Exception Uses,” states that City Commission may grant a special exception based on its determination that the petitioner has demonstrated that the necessary criteria in the LDC have been satisfied; and

WHEREAS, Franco Carri,, on behalf of the property owner ACP Partners, LLC (the “Applicant”), is requesting a special exception use (SE-116-17) to permit the rental of automobiles on commercial property zoned General Commercial District (C-4) for one story office buildings and non-professional service buildings located at 4101 Ravenswood Road, in the City of Dania Beach, Florida, as legally described in Exhibit “A”, a copy of which is made a part of and incorporated into this Resolution by this reference; and

WHEREAS, the City Commission conducted a duly noticed public hearing in accordance with Article 610 of the LCD; and

WHEREAS, the City Commission finds that the approval of the proposed special exception (SE-116-17) is consistent with the City’s LDC and Comprehensive Plan.

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

Section 1. That the foregoing “WHEREAS” clauses are ratified and confirmed as being true and correct, and they are made a specific part of this Resolution.

Section 2. That pursuant to Chapter 28, Part 6 of the LDC, Article 630, “Special Exception Uses”, the Special Exception (SE-116-17) is approved consistent with the Site Plan provided in Exhibit “B”.

Section 3. That pursuant to Section 630-70 “Expiration of Site Plans” of the Land Development Code, the Special Exception (SE-116-17) approval shall automatically expire and become null and void unless the Applicant files a complete building permit application with construction drawings for the improvements shown on the site plan, within eighteen (18) months from the date of this Resolution.

Section 4. That the issuance of a development permit by a municipality does not in any way 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 municipality for issuance of the permit if the applicant fails to obtain requisite approvals or does not fulfill the obligations imposed by a state or federal agency, or undertakes actions that results in a violation of state or federal law.

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

Section 6. That this resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on June12, 2018.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

EXHIBIT A

Legal Description

Parcel A, D and C Properties, according to the Plat thereof as recorded in Plat Book 111, Page 49, of the Public Records of Broward County, Florida

And

Parcel A, D and C Properties Addition, according to the Plat thereof as recorded in Plat Book 113, Page 20, of the Public Records of Broward County, Florida.

EXHIBIT “B”

Site Plan



① EXISTING FLOOR PLAN $\frac{3/16" = 1'-0"$ 



**AIRPORT COMMERCE CENTER
4101 RAVENSWOOD ROAD
UNITS 101A, 102A, 103A, 104A,
117, 118 & 119
FT. LAUDERDALE, FL 33312**

Consultant BUCHANAN ENGINEERING
Address 5191 W. Atlantic BLVD. Margate, FL 33063
Phone: 954-590-3300
e-mail: BUCHANAN@MEPEENGINEERS.COM

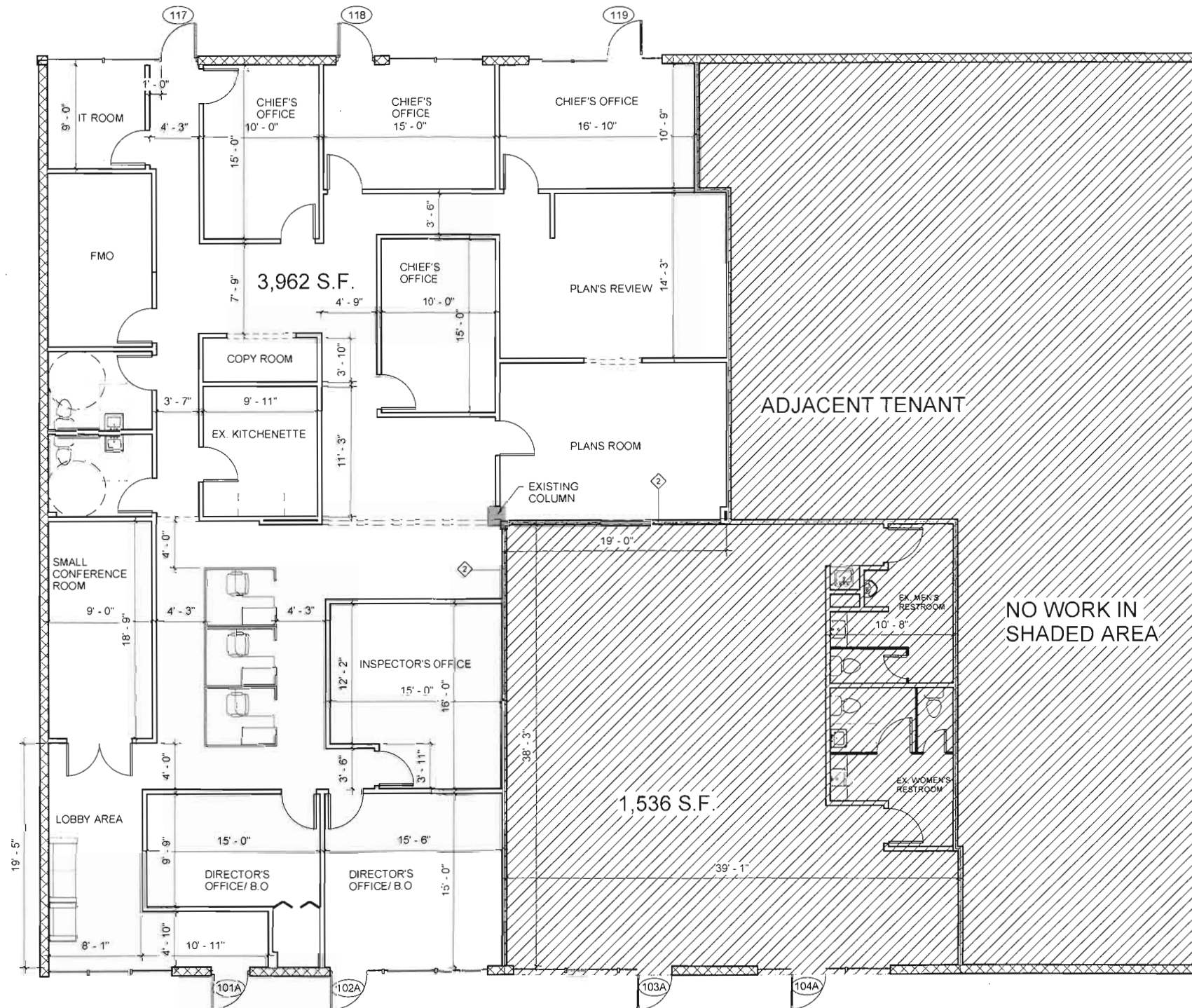
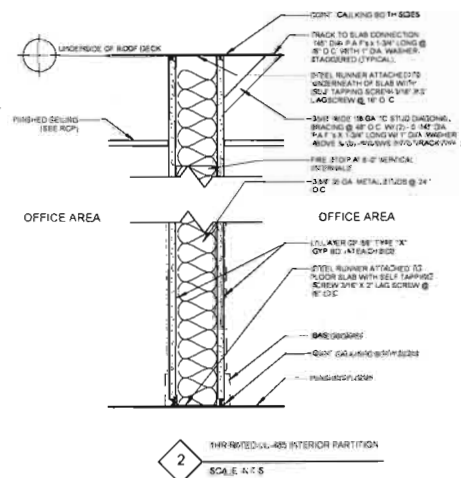
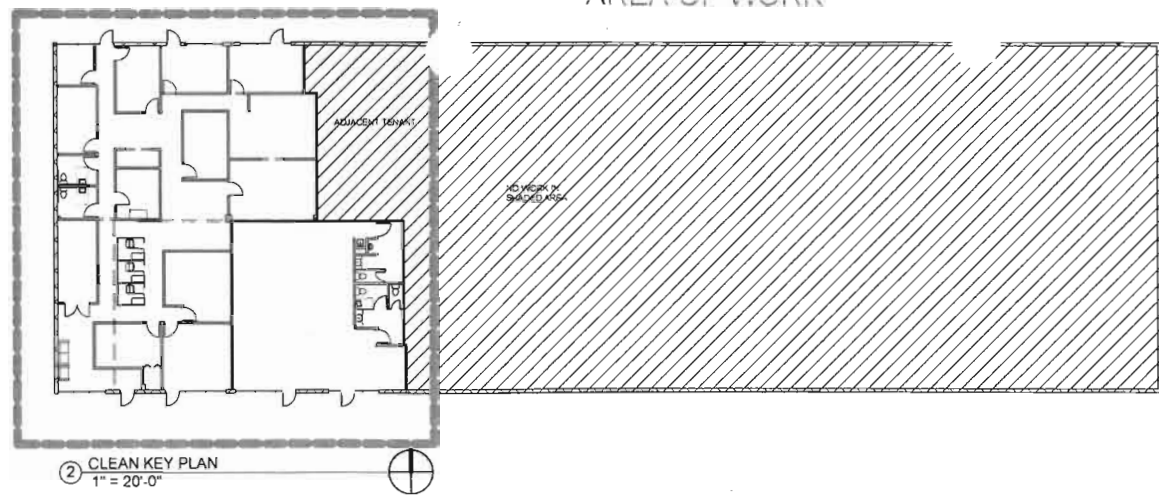
1215 N. 31st COURT,
HOLLYWOOD, FL 33021
PHONE: 954-673-1565

Approved by _____ Designer _____
 Date _____
 Drawn by _____ Author _____
 Checked by _____ Checker _____

EXISTING KEY AND EXISTING
PLAN

Project Number DSSFL (17) 92

A-01



AIRPORT COMMERCE CENTER
4101 RAVENSWOOD ROAD
UNITS 101A, 102A, 103A, 104A,
117, 118 & 119
FT. LAUDERDALE, FL 33312

DESIGN SOLUTION SFL

Address: 1243 Fairlake Trace #1203, Weston, FL 33326
Phone: 954-200-2255
e-mail: www.dsflorida.com

Consulting: BUCHANAN ENGINEERING
Address: 191 W. Atlantic Blvd., Margate, FL 33063
Phone: 954-580-3300
e-mail: BUCHANAN@MEPEENGINEERS.COM

AR91287

G² thegorisgroupcorp.
architecture interiors planning

1215 N. 31st COURT,
HOLLYWOOD, FL 33021
PHONE 954-673-1565

Architect of Record Designer
Date
Draft by Author
Checked by Checker

PROPOSED FLOOR PLANS
AND SCHEDULES

Project Number DSSFL (17) 92

A-03

11/20/2017 4:47:20 PM



— DEMO EXISTING
INTERIOR PARTITIONS
AND DOORS

11/16/2017 4:47:19 PM

ACP PARTNERS, LLC
777 Brickell Ave. Suite 1360
Miami, Florida 33131
Tel: (305) 373.3000 | Fax: (305) 470.7441



April 16, 2018

Zoning Department of Dania Beach
Information for the Approval of Special Exception Use
100 W Dania Beach Blvd
Dania Beach, FL 33004

FILE COPY

Dear Zoning Department of Dania Beach:

After doing some research we found that the address 4101 Ravenswood Rd, Dania FL. 33312 Suite 103A. has a zonification type C4 which is used for business purposes like offices and retail space. FF Acquisition would like to get permission to open a rental car business similar to Hertz and Alamo, which have offices in the Fort Lauderdale airport. We have an office with 1,500 sq. ft. for this use and 20(twenty) parking spaces. The office will not be used for repairing or altering vehicles. The total area of the building is about 80,000 sq. ft., which allows us to have the perfect logistic to rent cars and enough parking to meet its requirements.

Sincerely,


Mario E. Henriquez
President



MARTHA A. AGUIRRE
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG045483
Expires 11/7/2020

Personnel known. 04/16/18

- PLATE 10. *Staphylococcus aureus* (Gram stain, 1000 $\times$ magnification).

LEASE

THIS LEASE (the "Lease"), is made as of the 1st day of October, 2017, by and between ACP PARTNERS, LLC, a Florida limited liability company (the "Landlord"), whose address is 8720 N. Kendall Drive, Suite 202, Miami, FL 33176, and FF Acquisition Corp. (the "Tenant"), whose address is 4101 Ravenswood Road, Suite 104, Dania Beach, FL 33312.

BASIC LEASE INFORMATION

1.	<u>Premises:</u>	Suites 103 and 104 Building #1 Airport Commerce Park 4101 Ravenswood Road Dania Beach, Florida 33312 As shown on Exhibit A
2.	<u>Rentable Area of Premises:</u>	Stipulated to be 1474 square feet
3.	<u>Rentable Area of Project:</u>	Approximately 80,000 square feet
4.	<u>Tenant's "Proportionate Share":</u>	1.84%
5.	<u>Term of Lease:</u>	12 months, commencing October 1, 2017 (the "Commencement Date") and ending September 30, 2018 (the "Expiration Date") unless terminated earlier pursuant to the terms of this Lease.
6.	<u>Minimum Rent:</u>	\$2811.79 per month, plus sales tax
7.	<u>Prepaid Rent:</u>	\$3794.27, consisting of Minimum Rent, Operating Costs and Taxes and sales tax
8.	<u>Security Deposit:</u>	\$7588.54
9.	<u>Cost and Tax Pass-Throughs:</u>	Operating Costs and Taxes, commencing on the Commencement Date (estimated, but not guaranteed or capped, to be \$767.71 per month).
10.	<u>Permitted Use:</u>	General office/Retail
11.	<u>No. of Parking Spaces:</u>	Twenty (20) unassigned
12.	<u>Broker(s):</u>	No brokers
13.	<u>Tenant Improvements:</u>	Building standard carpet (20 Defender) and paint of Landlord's choosing.

LEASE

1. Premises. In consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises described in the Basic Lease Information, located in the Building described in the Basic Lease Information (the "Building"), which Building is part of a multi-building project currently known as Airport Commerce Park (the "Project"). The rentable area of the Premises includes a proportionate share of the common areas. The

Premises are outlined on the floor plan attached hereto and made a part hereof as Exhibit A. Any statement of square footage set forth in this Lease or that may have been used in calculating any Rent or component thereof, including Tenant's Proportionate Share, is an approximation which Landlord and Tenant hereby stipulate is reasonable and not subject to revision whether or not the actual square footage is more or less.

2. Term. Subject to the provisions of this Lease, Tenant shall have the right to the exclusive possession and use of the Premises for a period (the "Term") commencing on the Commencement Date and continuing until the Expiration Date. If the Premises are ready for occupancy prior to the Commencement Date, then Tenant shall take occupancy on such date and Tenant's obligations to pay Minimum Rent and all other charges shall commence on such date. If Landlord cannot deliver possession of the Premises to Tenant on the Commencement Date, this Lease shall not be void or voidable, nor shall Landlord be liable to Tenant for any loss or damage resulting therefrom, but in that event, this Lease shall in all ways remain in full force and effect and the Commencement Date shall be postponed (and the Rent herein provided shall not commence) until the date that Landlord can deliver possession, and the Expiration Date shall likewise be extended so that the Term is for the same period of time as would have occurred had the Commencement Date been the date set forth in the Basic Lease Information. Notwithstanding the foregoing, (i) if delivery of possession is delayed due to any act or omission of Tenant, then the Commencement Date shall be the date Landlord would have delivered possession, but for Tenant's delay; and (ii) as an inducement by Tenant to Landlord to lease the Premises to Tenant notwithstanding certain reservations by Landlord regarding same, Tenant hereby agrees that Landlord shall have the right, in its sole discretion, to terminate this Lease and the Term, effective any time after the sixth (6th) month of the Term, upon thirty (30) days prior written notice to Tenant, which notice can be given as early as the end of the fifth (5th) month of the Term.

3. Minimum Rent. Commencing on the Commencement Date, Tenant shall pay Minimum Rent for the use and occupancy of the Premises in the amounts set forth in the Basic Lease Information, payable in advance in equal monthly installments as of the first day of each calendar month of the Term, without offset, counterclaim, or deduction whatsoever, except as otherwise expressly set forth in this Lease.

4. Operating Costs: Taxes.

(a) Commencing on the Commencement Date, Tenant hereby agrees to pay Tenant's Proportionate Share of the annual Operating Costs and Taxes (each as defined below), as applicable. "Operating Costs" shall mean the total cost and expense incurred in operating, managing, insuring, maintaining, cleaning, repairing, modifying, improving and replacing the common areas and the Building and Project and all improvements, portions, and components thereof, including, without limitation, (i) wages, salaries, taxes, insurance, benefits, and other payroll burdens of all employees, maintenance, security, power, fuel, water, waste disposal, landscaping, garbage removal, window cleaning, system maintenance (including, without limitation, heating, ventilating, and air conditioning ("HVAC") maintenance and repair), parking area care, and any and all other utilities, materials, supplies, maintenance, repairs, property, liability, and other insurance applicable to the Project (including without limitation, deductibles), and depreciation on Landlord's personal property, and (ii) the costs of any capital improvements made to the Project, provided that the costs of any such capital improvements shall be amortized over the useful life thereof. Landlord may cause any or all of said services to be provided by a contractor or contractors, whether or not affiliated with Landlord, the cost of which shall be included in Operating Costs. "Taxes" shall mean all taxes and assessments and other governmental impositions, charges and levies, general and special, ordinary and extraordinary, unforeseen as well as foreseen, of any kind and nature (including interest on such assessments whenever the same are payable in installments), levied or assessed directly or indirectly against the Project and other taxes arising out of the use and/or occupancy of the Project imposed by federal, state, or local governmental authority or any other taxing authority having jurisdiction over the Project, including, but not limited to, expenses directly incurred by Landlord in contesting the validity of, in seeking a reduction in, or in seeking to prevent an increase in any such taxes and/or assessments.

(b) If the Project is not fully occupied (meaning ninety-five (95%) percent of the rentable area of the Project) during any full or fractional year of the Term, the actual Operating Costs and Taxes shall be adjusted for such year to an amount which Landlord estimates would have been incurred in Landlord's reasonable judgment had the Project been fully occupied.

(c) For purposes of this Lease, Tenant's "Proportionate Share" is a fraction, the numerator of which is the rentable square footage of the Premises and the denominator of which is the total rentable square footage of all buildings in the Project from time to time.

(d) Tenant hereby agrees to pay Tenant's Proportionate Share of the Operating Costs and Taxes, as applicable, as set forth above for each full calendar year and partial calendar year in monthly installments on the first day of each calendar month, together with Tenant's payment of Minimum Rent, in advance, in an amount estimated by Landlord from time to time. Landlord shall have the right, at any time and from time to time during each calendar year, by notice to Tenant, to change said estimate. Subsequent to the end of each full calendar year or partial calendar year, Landlord shall notify Tenant of Tenant's actual share of Operating Costs and Taxes, as applicable, for such full calendar year or partial calendar year. If the payment made by Tenant pursuant to this paragraph for any full or partial calendar year shall be less than the actual amount due from Tenant, Tenant shall pay to Landlord the difference between the amount paid by Tenant and the actual amount due, within ten (10) days after receipt of such notice. If the total amount paid by Tenant for any full or partial calendar year shall exceed the actual amount due from Tenant for such full or partial calendar year, such excess shall be credited against the next Rent payment due from Tenant. If the Term commences on a day other than the first day of the calendar year, or if the Term shall end on a day other than the last day of the calendar year, then Tenant's Proportionate Share of Operating Costs and Taxes, as applicable, shall be billed and adjusted on the basis of such fraction of a calendar year. Tenant's Proportionate Share of actual Operating Costs and Taxes for the final estimate period of the Term shall be due and payable even though it may not be finally calculated until after the expiration of the Term. Accordingly, Landlord shall have the right to continue to hold Tenant's security deposit following expiration of the Term until Tenant's Proportionate Share of actual Operating Costs and Taxes has been paid.

(e) All Rent is to be paid to Landlord at the following address: ACP Partners, LLC, 8720 N. Kendall Drive, Suite 202, Miami, Florida 33176.

5. Rent: Late Charge. For purposes of this Lease and applicable law, all sums due from Tenant, including, but not limited to, Minimum Rent and Tenant's Proportionate Share of Operating Costs and Taxes, shall be deemed to be "Rent" whether or not specifically designated as such. Tenant shall pay all sales and use taxes levied or assessed against all Rent payments due under this Lease simultaneously with each such Rent payment. If any payment due from Tenant of any Rent shall be more than 5 days overdue, a late charge of five (5%) percent of the delinquent sum may be charged by Landlord. If any payment due from Tenant of any Rent shall remain overdue for more than fifteen (15) days, an additional late charge in an amount equal to the lesser of the highest rate permitted by law or one and one-half (1 1/2%) percent per month (eighteen (18%) percent per annum) of the delinquent amount may be charged by Landlord, such charge to be computed for the entire period for which the amount is overdue and which shall be in addition to and not in lieu of the five (5%) percent late charge or any other remedy available to Landlord. No payment by Tenant or receipt by Landlord of Rent hereunder shall be deemed to be other than on account of the amount due, and no endorsement or statement on any check or any letter accompanying any check or payment of Rent shall be deemed an accord and satisfaction, and Landlord may accept such check as payment without prejudice to Landlord's right to recover the balance of such installment or payment of Rent or pursue any other remedies available to Landlord.

6. Use: Signs. Tenant may use and occupy the Premises during the Term solely for the use specified in the Basic Lease Information and for no other use or purpose whatsoever. Landlord reserves the right to enter the Premises (with reasonable notice and during normal business hours; provided that no notice is needed in an emergency) to show the Premises to prospective purchasers, tenants, insurers, or inspectors and to conduct maintenance or make repairs as needed. Tenant agrees to comply with all applicable laws, ordinances, rules, and regulations of any governmental entity or agency having jurisdiction of the Premises ("Legal Requirements"), including, without limitation, the Americans with Disabilities Act and the regulations promulgated thereunder. No signs or graphic displays shall be used or permitted on the exterior of the Premises (or the interior of the Premises, if visible from outside of the Premises) without Landlord's prior written consent pursuant to Landlord's signage criteria established from time to time for the Project.

7. Utilities: Maintenance. Tenant shall pay to the applicable utility company all gas, electricity, water, and other utility charges applicable to the Premises as separately metered or, if not so metered, as part of Tenant's Proportionate Share of Operating Costs. Landlord shall not be required to make any repairs to the Premises other than repairs to the Building exterior, structure, and load-bearing elements and the roof of the Building, and the HVAC equipment serving the Premises. Tenant shall maintain the Premises (including, without limitation, all furniture, fixtures, equipment, and decorations, and all plate glass) in good repair, and Tenant shall provide all janitorial service for the Premises. At the expiration or earlier termination of this Lease, Tenant shall deliver up the Premises to Landlord in as good condition as at the Commencement Date, reasonable wear and tear and casualty damage accepted.

8. Security Deposit. Landlord acknowledges receipt of a security deposit in the amount specified in the Basic Lease Information to be held by Landlord, without any liability for interest thereon, as security for the performance by Tenant

of all its obligations under this Lease. Landlord shall be entitled to commingle the security deposit with Landlord's other funds. If Tenant defaults in any of its obligations under this Lease, Landlord may at its option, but without prejudice to any other rights which Landlord may have, apply all or part of the security deposit to compensate Landlord for any loss, damage, or expense sustained by Landlord as a result of such default. If all or any part of the security deposit is so applied, Tenant shall restore the security deposit to its original amount on demand of Landlord. Subject to the provisions of paragraph 4, within thirty (30) days following termination of this Lease, if Tenant is not then in default, the security deposit will be returned by Landlord to Tenant.

9. Landlord's Lien. In addition to all rights Landlord has under applicable law, and to secure the payment of all Rent due and to become due hereunder and the faithful performance of this Lease by Tenant, Tenant hereby gives to Landlord an express first and prior contract lien and security interest on all property now or hereafter acquired (including fixtures, equipment, chattels, and merchandise) which may be placed in the Premises and also upon all proceeds of any insurance which may accrue to Tenant by reason of destruction of or damage to any such property. Such property shall not be removed therefrom without the written consent of Landlord until all arrearages in rental and other sums of money then due to Landlord hereunder shall first have been paid. All exemption laws are hereby waived in favor of said lien and security interest. This lien and security interest is given in addition to any statutory lien rights available to Landlord and shall be cumulative thereto. Landlord shall, in addition to all of its rights hereunder, also have all of the rights and remedies of a secured party under the Uniform Commercial Code as adopted in the jurisdiction in which the Premises are located. To the extent permitted by law, this Lease shall constitute a security agreement under the Uniform Commercial Code. Notwithstanding the foregoing, Landlord agrees to subordinate its lien to a bona fide institutional lender providing financing for Tenant's furniture, fixtures, and equipment, so that Landlord will have a second lien on such furniture, fixtures, and equipment.

10. Insurance. Tenant, at its expense, shall maintain (i) a policy of commercial general liability insurance with respect to its activities in the Premises, with premiums thereon fully paid, issued by an insurance company reasonably approved by Landlord, such insurance to afford minimum protection of not less than \$1,000,000.00 combined single limit coverage for bodily injury, property damage, or combination thereof, and (ii) all risks (special form or equivalent) property insurance, containing a waiver of subrogation rights which Tenant's insurers may have against Landlord and against those for whom Landlord is by law responsible including, without limitation, its directors, officers, agents, and employees, insuring property of every kind owned by Tenant in an amount not less than the full replacement cost thereof, and (iii) business interruption insurance with a limit of liability representing loss of at least approximately six (6) months of income, and (iv) workers' compensation in compliance with applicable Legal Requirements and employers liability with a \$1,000,000.00 per accident limit for bodily injury or disease. Landlord and those persons or entities as Landlord may from time to time designate shall be named as an additional insured on Tenant's commercial general liability and property insurance policies.

11. Nonliability; Indemnity. Landlord shall not be liable for any death or injury arising from or out of any occurrence in, upon, at, or relating to the Project or damage to property of Tenant or of others located on the Premises or elsewhere in the Project, nor shall it be responsible for any loss of or damage to any property of Tenant or others from any cause, unless such death, injury, loss, or damage results from the gross negligence or willful misconduct of Landlord. Tenant agrees to indemnify Landlord and hold it harmless from and against any and all loss, claims, actions, damages, liability, and expense of any kind whatsoever (including attorneys' fees and costs at all tribunal levels), unless caused exclusively by the gross negligence or willful misconduct of Landlord, arising from any occurrence in, upon, or at the Premises, or the occupancy, use, or improvement by Tenant or its agents or invitees of the Premises or any part thereof, or occasioned wholly or in part by any act or omission of Tenant its agents, employees, or invitees or by anyone permitted to be on the Premises by Tenant. Under no circumstances, including Landlord's gross negligence, intentionally tortious conduct or breach of this Lease, shall Landlord be liable for (a) injury to Tenant's business, for any loss of income or profit therefrom or any indirect, special, consequential or punitive damages, (b) any damage to property or injury to persons arising from any act of God, such as earthquakes, hurricanes, floods, etc., or (c) the acts of any third parties, including perpetrators of criminal acts. Without in any way limiting the foregoing, Tenant acknowledges that damages to the property or injury to the person of its employees and invitees in or about the Project (including the parking lot) are within the scope of injuries and damages covered by the foregoing indemnity.

12. Waiver of Subrogation Rights. Notwithstanding anything to the contrary contained in this Lease, Landlord and Tenant each hereby waives on behalf of itself and its insurers (none of which shall ever be assigned any such claim or be entitled thereto due to subrogation or otherwise) any and all rights of recovery, claim, action, or cause of action, against the other, its agents, officers, or employees, for any loss or damage that may occur to the Premises, or any improvements thereto or the Project of which the Premises are a part, or any improvements thereto, or any personal property of such party therein, by reason of fire, the elements, or any other causes which are, or could or should be insured against under the terms of industry

standard property insurance policies, regardless of whether such insurance is actually maintained and regardless of the cause or origin of the damage involved, including negligence of the other party hereto, its agents, officers, or employees (except neither party waives any rights in connection with the deductible portion of its property insurance).

13. Alterations. Tenant acknowledges and agrees that Landlord has afforded Tenant the opportunity for full and complete examination and inspection of the Premises prior to executing this Lease and that Tenant is accepting the Premises in "as-is" condition on the date of this Lease and that Landlord shall have no obligation whatsoever to furnish, render, or supply any money, work, labor, fixture, material, decoration, or equipment in order to prepare the Premises for Tenant's occupancy, except as otherwise expressly set forth in the Basic Lease Information. Any and all alterations and improvements to the Premises shall be at Tenant's expense, and the plans and specifications, and the contractors and subcontractors to be used by Tenant, for any such alterations and improvements are subject to Landlord's prior written approval. For any approved alterations and improvements, Tenant shall obtain, at Tenant's expense, all necessary governmental building permits and approvals for same, and all such alterations and improvements shall be performed in a good and workmanlike manner and in compliance with all applicable Legal Requirements. Notwithstanding Landlord's approval of any such alterations or improvements, Tenant shall, at its expense, restore the Premises to its original condition upon vacating, reasonable wear and tear excepted; provided that Landlord may elect, at its sole option, to permit Tenant to allow some or all such alterations or improvements to remain. Tenant shall promptly pay for all materials supplied and work done in respect of the Premises so as to ensure that no lien is recorded against any portion of the Project or against Landlord's or Tenant's interest therein. If a lien is so recorded, Tenant shall discharge it within ten (10) days by payment or bonding. If any such lien is recorded and not discharged by Tenant as above required, Landlord shall have the right to remove such lien by bonding or payment and the cost thereof shall be paid immediately from Tenant to Landlord. Landlord and Tenant expressly agree and acknowledge that no interest of Landlord in the Premises or the Project shall be subject to any lien for improvements made by Tenant in or for the Premises, and Landlord shall not be liable for any lien for any improvements made by Tenant, such liability being expressly prohibited by the terms of this Lease. In accordance with applicable laws of the State of Florida, Landlord may file in the appropriate Public Records, a public notice containing a true and correct copy of this paragraph, and Tenant hereby agrees to inform all contractors and material suppliers performing work in or for or supplying materials to the Premises of the existence of said prohibition.

14. Common Areas; Parking. Tenant and those doing business with Tenant shall have a non-exclusive license to use the common areas for their intended purposes during normal business hours in common with others entitled thereto and subject to any rules and regulations imposed by Landlord. The common areas are those areas, facilities, utilities, improvements, equipment, and installations of the Project which serve or are for the benefit of the tenants of more than one component of the Project and which are not designated or intended by Landlord to be leased, from time to time, or which are provided or designated from time to time by Landlord for the benefit or use of all tenants in the Project, their employees, customers, and invitees, in common with others entitled to the use or benefit of same. Landlord shall keep the common areas in good repair and condition and shall clean the common areas when necessary. Subject to all of the terms, provisions, covenants, and conditions contained herein, Tenant shall have the right to use the number of parking spaces indicated in the Basic Lease Information in the parking lot which Landlord shall provide for the use of tenants of the Project. Landlord shall not be liable for any damage of any nature whatsoever to, or any theft of, automobiles or other vehicles or the contents thereof, while in or about the parking lots. Tenant acknowledges that its non-exclusive right to use any parking facilities forming part of the Project may be subject to such rules and regulations as reasonably imposed by Landlord from time to time, including rules and regulations designed to monitor parking usage by Tenants and its employees and invitees. Tenant acknowledges that all common areas shall at all times be under the exclusive control and management of Landlord, including, without limitation, that Landlord reserves the right, in Landlord's sole discretion, to utilize portions of the parking areas for reserved parking spaces from time to time. Landlord may alter and construct additional improvements and facilities in, adjoining or proximate to the Building and Project, and do such things on or in the Building and Project as required to comply with any Legal Requirements or as Landlord, in the use of good business judgment determines to be advisable, provided that notwithstanding anything contained in this paragraph, access to the Premises shall be available at all times and so long as Landlord's exercise of its rights pursuant to this paragraph does not unreasonably interfere with Tenant's use of the Premises. Landlord shall be entitled to cause Tenant to relocate from the Premises to a comparable space within the Building or the Project at any time upon reasonable written notice to Tenant (not in excess of ninety (90) days). Any such relocation shall be entirely at the expense of Landlord or the third party tenant replacing Tenant in the Premises. Such a relocation shall not terminate or otherwise affect or modify this Lease except that from and after the date of such relocation, the "Premises" shall refer to the relocation space into which Tenant has been moved, rather than the original Premises as herein defined. Landlord shall not be in breach of its covenants for quiet enjoyment or liable for any loss, costs, or damages, whether direct or indirect, incurred by Tenant due to any of the foregoing.

15. Transfer by Tenant. Tenant shall not enter into, consent to, or permit any Transfer, as hereinafter defined, without the prior written consent of Landlord in each instance, which consent shall not be unreasonably withheld. For purposes of this Lease, "Transfer" means an assignment of this Lease in whole or in part; a sublease of all or any part of the Premises; any transaction whereby the rights of Tenant under this Lease or to the Premises are transferred to another; any mortgage or encumbrance of this Lease or the Premises or any part thereof or other arrangement under which either this Lease or the Premises become security for any indebtedness or other obligations; and if Tenant is a corporation, partnership, limited liability company, or other business entity, the transfer of a controlling interest in the corporation, partnership, limited liability company, or other business entity, as applicable. Notwithstanding any Transfer, Tenant shall not be released from any of its obligations under this Lease. Landlord's consent to any Transfer shall be subject to the further condition that if the Rent pursuant to such Transfer exceeds the Rent payable under this Lease, the amount of such excess shall be paid to Landlord. Tenant shall reimburse Landlord's reasonable attorneys' fees and expenses incurred in connection with any Transfer by Tenant.

16. Assignment by Landlord. Landlord shall have the unrestricted right to sell, lease, convey, or otherwise dispose of the Building or Project or any part thereof and this Lease or any interest of Landlord in this Lease. To the extent that the purchaser or assignee from Landlord assumes the obligations of Landlord under this Lease, Landlord shall thereupon and without further agreement be released of all further liability under this Lease. If Landlord sells its interest in the Premises, it shall deliver the security deposit to the purchaser and Landlord will thereupon be released from any further liability with respect to the security deposit or its return to Tenant and the purchaser shall become directly responsible to Tenant.

17. Quiet Enjoyment. Tenant shall, and may peacefully have, hold, and enjoy the Premises, subject to the other terms hereof provided that Tenant performs all of Tenant's covenants and agreements contained herein.

18. Defaults. A default by Tenant shall be deemed to have occurred hereunder, if and whenever: (a) any Rent is not paid when due; or (b) Tenant makes a general assignment for the benefit of creditors or Tenant becomes bankrupt or insolvent; or (c) failure of Tenant to maintain insurance as required by this Lease; or (d) Tenant vacates or abandons the Premises; or (e) Tenant has breached any of its obligations in this Lease (other than as specifically enumerated in this section) and Tenant fails to remedy such breach within fifteen (15) days after written notice from Landlord (provided, however, that if such default reasonably requires more than fifteen (15) days to cure, Tenant shall have a reasonable time to cure such default, provided Tenant commences to cure within such fifteen (15) day period and thereafter diligently prosecutes such cure to completion), which reasonable time shall not, under any circumstances, exceed thirty (30) days.

19. Remedies. In the event of any default hereunder by Tenant, then without prejudice to any other rights which it has pursuant to this Lease or at law or in equity, Landlord shall have the following rights and remedies, which are cumulative and not alternative:

(a) Landlord may cancel this Lease and retake possession of the Premises for Landlord's account, or may terminate Tenant's right to possession (without terminating this Lease), for the account of Tenant. In either event, Tenant shall then quit and surrender the Premises to Landlord. Tenant's liability under all of the provisions of this Lease shall continue notwithstanding any expiration and surrender, or any re-entry, repossession, or disposition hereunder.

(b) Landlord may enter the Premises as agent of Tenant to take possession of any property of Tenant on the Premises, to store such property at the expense and risk of Tenant or to sell or otherwise dispose of such property in such manner as Landlord may see fit. Landlord shall not be liable in any way in connection with its actions pursuant to this section, to the extent that its actions are in accordance with applicable law.

(c) If Tenant's right to possession is terminated (without terminating this Lease) under subsection (a) above, Tenant shall remain liable (in addition to accrued liabilities) to the extent legally permissible for all Rent and all of the charges Tenant would have been required to pay until the date this Lease would have expired had such cancellation not occurred. Tenant's liability for Rent shall continue notwithstanding re-entry or repossession of the Premises by Landlord.

(d) Landlord may relet all or any part of the Premises for all or any part of the unexpired portion of the Term of this Lease or for any longer period, and may accept any Rent then attainable; grant any concessions of Rent, and agree to paint or make any special repairs, alterations, and decorations for any new Tenant as it may deem advisable in its sole and absolute discretion. Landlord shall be under no obligation to relet or to attempt to relet the Premises, except as expressly set forth below.

(c) If Tenant's right to possession is terminated (without terminating this Lease) under subsection (a) above, and Landlord so elects, the Rent hereunder shall be accelerated and Tenant shall pay Landlord damages in the amount of any and all sums which would have been due for the remainder of the Term (reduced to present value using a discount factor equal to the stated prime lending rate on the date of Tenant's default as published in the Wall Street Journal). Prior to or following payment in full by Tenant of such discounted sum promptly upon demand, Landlord shall use good faith efforts to relet the Premises. If Landlord receives consideration as a result of a reletting of the Premises relating to the same time period for which Tenant has paid accelerated Rent, such consideration actually received by Landlord, less any and all of Landlord's cost of repairs, alterations, additions, redecorating, and other expenses in connection with such reletting of the Premises, shall be a credit against such discounted sum, and such discounted sum shall be reduced if not yet paid by Tenant as called for herein, or if Tenant has paid such discounted sum, such credited amount shall be repaid to Tenant by Landlord (provided said credit shall not exceed the accelerated amount).

(f) Landlord may remedy or attempt to remedy any default of Tenant under this Lease for the account of Tenant and to enter upon the Premises for such purposes. Landlord shall not be liable to Tenant for any loss or damage caused by acts of Landlord in remedying or attempting to remedy such default and Tenant shall pay to Landlord all expenses incurred by Landlord in connection with remedying or attempting to remedy such default. Any expenses incurred by Landlord shall accrue interest from the date of payment by Landlord until repaid by Tenant at the highest rate permitted by law.

20. Costs. Tenant shall pay to Landlord on demand all costs incurred by Landlord, including reasonable attorneys' fees and costs at all tribunal levels, incurred by Landlord in enforcing any of the obligations of Tenant under this Lease. In addition, upon any default by Tenant, Tenant shall be also liable to Landlord for the expenses to which Landlord may be put in re-entering the Premises; repossessing the Premises; painting, altering, or dividing the Premises; combining the Premises with an adjacent space for any new tenant; putting the Premises in proper repair; protecting and preserving the Premises by placing watchmen and caretakers therein; reletting the Premises (including reasonable attorneys' fees and disbursements, marshal's fees, and brokerage fees, in so doing); and any other expenses reasonably incurred by Landlord. Notwithstanding anything to the contrary contained in this Lease, in the event of any litigation between Landlord and Tenant arising out of this Lease or Tenant's use and occupancy of the Premises, the prevailing party shall be entitled to recover its costs and expenses incurred in such litigation, including attorneys' fees, at all levels, including appeals.

21. Additional Remedies: Waiver. The rights and remedies of Landlord set forth herein shall be in addition to any other right and remedy now and hereinafter provided by law. All rights and remedies shall be cumulative and non-exclusive of each other. No delay or omission by Landlord in exercising a right or remedy shall exhaust or impair the same or constitute a waiver of, or acquiescence to, a default.

22. Default by Landlord. In the event of any default by Landlord, Tenant's exclusive remedy shall be an action for damages or injunction, but prior to any such action Tenant will give Landlord written notice specifying such default with particularity, and Landlord shall have a period of thirty (30) days following the date of such notice in which to cure the default (provided, however, that if such default reasonably requires more than thirty (30) days to cure, Landlord shall have a reasonable time to cure such default, provided Landlord commences to cure within such thirty (30) day period and thereafter diligently prosecutes such cure to completion). Notwithstanding any provision of this Lease, Landlord shall not at any time have any personal liability under this Lease. In the event of any breach or default by Landlord of any term or provision of this Lease, Tenant agrees to look solely to the equity or interest then-owned by Landlord in the Project (including the proceeds of insurance, condemnation, and sale), and in no event shall any deficiency judgment be sought or obtained against Landlord. Under no circumstances shall Tenant have any right to withhold or offset against any Rent due hereunder.

23. Notices. Any notice to be given by either party shall be effective only if delivered by certified mail, return receipt requested, or by nationally recognized overnight courier service, to the parties' respective addresses set forth in the preamble to this Lease. Either party may alter its address by written notice to the other party as provided herein. Any notice given pursuant to this paragraph shall be effective as of the date of receipt (or refusal, or impossibility, of delivery). Once Tenant has taken occupancy of the Premises, any notice from Landlord to Tenant shall be effective if delivered to the Premises address in the manner provided in this paragraph.

24. Rules and Regulations: Environmental. During the Term, Tenant shall abide by all rules and regulations established from time to time by Landlord with respect to the Project. The rules and regulations as of the date hereof are set forth on Exhibit B, attached hereto and made a part hereof. Tenant warrants and represents that it will not use or employ Landlord's and/or the Project property, facilities, equipment, or services to handle, transport, store, treat, or dispose of any

hazardous waste or hazardous substance, whether or not it was generated or produced on the Premises; and, Tenant further warrants and represents that any activity on or relating to the Premises shall be conducted in full compliance with all applicable environmental Legal Requirements. Tenant agrees to defend, indemnify, and hold harmless Landlord against any and all claims, costs, expenses, damages, liability, and the like, which Landlord may hereafter be liable for, suffer, incur, or pay arising under any applicable environmental Legal Requirements and resulting from or arising out of any breach of the warranties and representations contained in this paragraph, or out of any act, activity, or violation of any applicable environmental Legal Requirements on the part of Tenant, its agents, employees, or assigns. Tenant's liability under this paragraph shall survive the expiration or any termination of this Lease.

25. Casualty Damage. If the Premises are partially or totally destroyed due to fire or other casualty, Landlord shall diligently repair the Premises to the condition existing as of the date of this Lease, and Rent shall abate proportionately to the portion of the Premises, if any, rendered untenable from the date of the casualty until Landlord's repairs have been substantially completed. Upon being notified by Landlord that Landlord's repairs have been substantially completed, Tenant shall diligently perform all other work required to fully restore the Premises for use in Tenant's business, in every case at Tenant's cost and without any contribution to such cost by Landlord, whether or not Landlord has at any time made any contribution to the cost of supply, installation, or construction of leasehold improvements in the Premises. Tenant agrees that during any period of reconstruction or repair of the Premises, it will continue the operation of its business within the Premises to the extent reasonably practicable. If all or any part of the Premises shall be damaged by fire or other casualty and the fire or other casualty is caused by the fault or neglect of Tenant or Tenant's agents, guests, or invitees, Rent shall not abate. Notwithstanding anything to the contrary contained herein, if the casualty damage to the Premises or the Project is such that in the reasonable opinion of Landlord such reconstruction or repair cannot be completed within one hundred eighty (180) days after the date of the damage or destruction, or if Landlord's mortgagee requires the insurance proceeds to be applied to the payment of the mortgage debt, Landlord may, at its option, terminate this Lease on notice to Tenant given within ninety (90) days after such damage or destruction and Tenant shall immediately deliver vacant possession of the Premises in accordance with the terms of this Lease. Notwithstanding the foregoing, in light of the fact that the Term is only 12 months, in the event of any partial or total casualty loss of the Premises, Landlord shall have the right, in its sole discretion, to terminate this Lease upon ten (10) days notice to Tenant.

26. Condemnation. If the whole of the Premises, or such portion thereof as will make the Premises unusable for the purposes leased hereunder, shall be taken by any public authority under the power of eminent domain or sold to public authority under threat or in lieu of such taking, the Term shall cease as of the day possession or title shall be taken by such public authority, whichever is earlier ("Taking Date"), whereupon the Rent shall be paid up to the Taking Date with a proportionate refund by Landlord of any Rent paid for a period subsequent to the Taking Date. If less than the whole of the Premises, or less than such portion thereof as will make the Premises unusable for the purposes leased hereunder, shall be taken, the Term shall cease only as to the part so taken as of the Taking Date, and Tenant shall pay Rent up to the Taking Date, with appropriate credit by Landlord (toward the next installment of Rent due from Tenant) of any Rent paid for a period subsequent to the Taking Date. Minimum Rent and other charges payable to Landlord shall be reduced in proportion to the amount of the Premises taken. All compensation awarded or paid upon a total or partial taking of the Premises or Project including the value of the leasehold estate created hereby shall belong to and be the property of Landlord without any participation by Tenant; Tenant shall have no claim to any such award based on Tenant's leasehold interest. However, nothing contained herein shall be construed to preclude Tenant, at its cost, from independently prosecuting any claim directly against the condemning authority in such condemnation proceeding for damage to, or cost of removal of, stock, trade fixtures, furniture, and other personal property belonging to Tenant; provided, however, that no such claim shall diminish or otherwise adversely affect Landlord's award.

27. Estoppel Certificate. Within ten (10) days after written request by Landlord, Tenant shall deliver an estoppel certificate to Landlord as to the status of this Lease, including whether this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect as modified and identifying the modification agreements); the amount of Minimum Rent and additional Rent then being paid and the dates to which same have been paid; whether or not there is any existing or alleged default by either party with respect to which a notice of default has been served, or any facts exist which, with the passing of time or giving of notice, would constitute a default and, if there is any such default or facts, specifying the nature and extent thereof; and any other matters pertaining to this Lease as to which Landlord shall request such certificate. Landlord, and any prospective purchaser, lender, or ground lessor shall have the right to rely on such certificate.

28. Financial Statement. If Landlord desires to finance, refinance, or sell the Project, Tenant shall deliver to any potential lender or purchaser designated by Landlord such financial statements of Tenant (and all guarantors, if any) as may be reasonably required by such lender or purchaser, including but not limited to Tenant's financial statements for the past three (3) years. All such financial statements shall be received by Landlord and such lender or purchaser in confidence.

29. Subordination; Attornment. This Lease and all rights of Tenant shall be subject and subordinate to any and all mortgages, security agreements, or like instruments resulting from any financing, refinancing, or collateral financing (including renewals or extensions thereof), and to any and all ground leases, made or arranged by Landlord of its interests in all or any part of the Project, from time to time in existence against the Project, whether now existing or hereafter created. Such subordination shall not require any further instrument to evidence such subordination. However, on request, Tenant shall further evidence its agreement to subordinate this Lease and its rights under this Lease to any and all documents and to all advances made under such documents. The form of such subordination shall be made as required by Landlord, its lender, or ground lessor. Tenant shall promptly on request attorn to any mortgagee, or to the future owner(s) of the Project, or the purchaser at any foreclosure or sale under proceedings taken under any mortgage, security agreement, like instrument, or ground lease, and shall recognize such mortgagee, owner, or purchaser as Landlord under this Lease.

In no event shall a lender or ground lessor be required to (a) make repairs to the Premises as a result of fire or other casualty or by reason of condemnation in an amount greater than the casualty insurance proceeds or condemnation awards available to pay the cost of such repairs, or (b) make any capital improvements to the Project that Landlord may have agreed to make, but had not completed, or to complete any construction work to be done by Landlord under this Lease, or to reimburse Tenant for any construction allowance under this Lease unless lender or ground lessor holds sufficient funds in an account for Landlord established for that purpose, or (c) perform or provide any services not related to possession or quiet enjoyment of the Premises. In addition, so long as Tenant has been provided with the name and address of any lender or ground lessor, as applicable, Tenant agrees not to do any of the following without such lender's or ground lessor's prior written consent: (i) voluntarily subordinate this Lease to any lien or encumbrance other than such lender's mortgage or such ground lessor's ground lease, as applicable; (ii) voluntarily surrender the Premises or shorten the term of this Lease; (iii) assign this Lease or sublet the Premises or any part thereof other than pursuant to the provisions of this Lease; or (iv) enter into any agreement amending, modifying or terminating this Lease. Tenant further agrees that if a lender or ground lessor, as applicable, succeeds to the interest of Landlord, (x) lender or ground lessor, as applicable, will not be liable for any act or omission of Landlord or of any successor in interest to lender or ground lessor, as applicable, (y) Rent payable to lender or ground lessor, as applicable, will not be subject to any offset or defenses that Tenant might have against Landlord, and (z) lender or ground lessor, as applicable, will not be bound by any Rent that Tenant might have paid to Landlord more than one month in advance. If Landlord defaults in the performance of its obligations to Tenant under this Lease, Tenant must deliver to Landlord and lender or ground lessor, as applicable, written notice of the default. If the default is not cured by Landlord within the time provided in this Lease, Tenant must give written notice to lender or ground lessor, as applicable, of that fact, and lender or ground lessor, as applicable, at its option, may cure the default. If lender or ground lessor, as applicable, elects to cure the default, lender or ground lessor, as applicable, will have a reasonable time within which to do so. If lender or ground lessor, as applicable, elects not to cure the default, Tenant may pursue such remedies against Landlord as Tenant may have pursuant to this Lease.

30. Time; Force Majeure. Time is of the essence of this Lease. However, whenever a period of time is herein prescribed for the taking of any action by Landlord or Tenant, then Landlord or Tenant, as applicable, shall not be liable or responsible for, and there shall be excluded from the computation of such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, terrorism, Legal Requirements, or any other cause whatsoever beyond the control of Landlord or Tenant, as applicable. The foregoing force majeure provisions of this paragraph are inapplicable to any payments of money due under this Lease.

31. Miscellaneous. The paragraph headings in this Lease are inserted for convenience of reference and in no way define, describe, or limit the scope or intent of this Lease or any of the provisions hereof. No waiver, modification, amendment, discharge, or change of this Lease shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge, or change is sought. This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and permitted assigns. This Lease contains the entire agreement between the parties relating to the transactions contemplated hereby and all prior or contemporaneous agreements, understandings, representations, or statements, oral or written, are superseded hereby. Any provision of this Lease which is unenforceable or invalid or the inclusion of which would adversely affect the validity, legality, or enforcement of this Lease shall be of no effect, but all the remaining provisions of this Lease shall remain in full force and

effect. This Lease shall be construed in accordance with and governed by the laws of the State of Florida. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department. Neither Tenant nor anyone claiming under Tenant shall record this Lease or any memorandum hereof in any public records without the prior written consent of Landlord.

32. Brokerage. Landlord and Tenant each represent and warrant one to the other that neither of them has employed any broker in connection with the negotiations of the terms of this Lease or the execution thereof. Landlord and Tenant hereby agree to indemnify and to hold each other harmless against any loss, expense, or liability with respect to any claims for commissions or brokerage fees arising from or out of any breach of the foregoing representation and warranty.

33. Holdover. Tenant has no right to retain possession of the Premises or any part thereof beyond the expiration or earlier termination of this Lease. If Tenant holds over: (a) Tenant shall be deemed to be occupying the Premises as a tenant-at-sufferance; (b) the Minimum Rent and Tenant's Proportionate Share of Operating Costs and Taxes payable to Landlord shall be increased to 200% of such Rent applicable during the month immediately preceding such expiration or earlier termination; and (c) all other terms and conditions of this Lease shall continue to apply. Nothing contained herein shall be construed as a consent by Landlord to any holding over by Tenant. Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims, demands, actions, losses, damages, obligations, costs and expenses, including, without limitation, reasonable attorneys' fees and costs incurred or suffered by Landlord by reason of Tenant's failure to surrender the Premises on the expiration or earlier termination of this Lease in accordance with the provisions of this Lease.

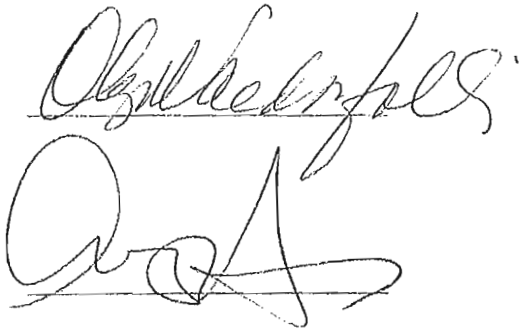
34. OFAC Compliance/Patriot Act. Tenant represents and warrants that (a) neither Tenant nor any person or entity that directly or indirectly owns an interest in it nor any of its officers, directors, or managing members is a person or entity (each, a "Prohibited Person") with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including Executive Order 13224 (the "Executive Order") signed on September 24, 2001 and entitled "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism"), or other governmental action, (b) Tenant's activities do not violate the International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001 or the regulations or orders promulgated thereunder (as amended from time to time, the "Money Laundering Act") (i.e., Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (the "Patriot Act"), and (c) throughout the Term of this Lease Tenant shall comply with the Executive Order, the Money Laundering Act, and the Patriot Act.

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35. TRIAL BY JURY. LANDLORD AND TENANT EACH HEREBY WAIVES ITS RIGHT TO A JURY TRIAL OF ANY ISSUE OR CONTROVERSY ARISING UNDER THIS LEASE.

IN WITNESS WHEREOF, this Lease has been executed by the parties hereto as of the date first above written.

WITNESSES:



Witnesses as to Tenant;



Printed Name: _____

LANDLORD:

ACP PARTNERS, LLC, a Florida limited liability company

By: Maralex Investments, Inc., a Florida Corporation, its Manager

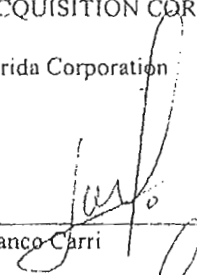


Mario E. Henriquez, President

TENANT:

FF ACQUISITION CORP.

A Florida Corporation

By:  _____
Franco Carri

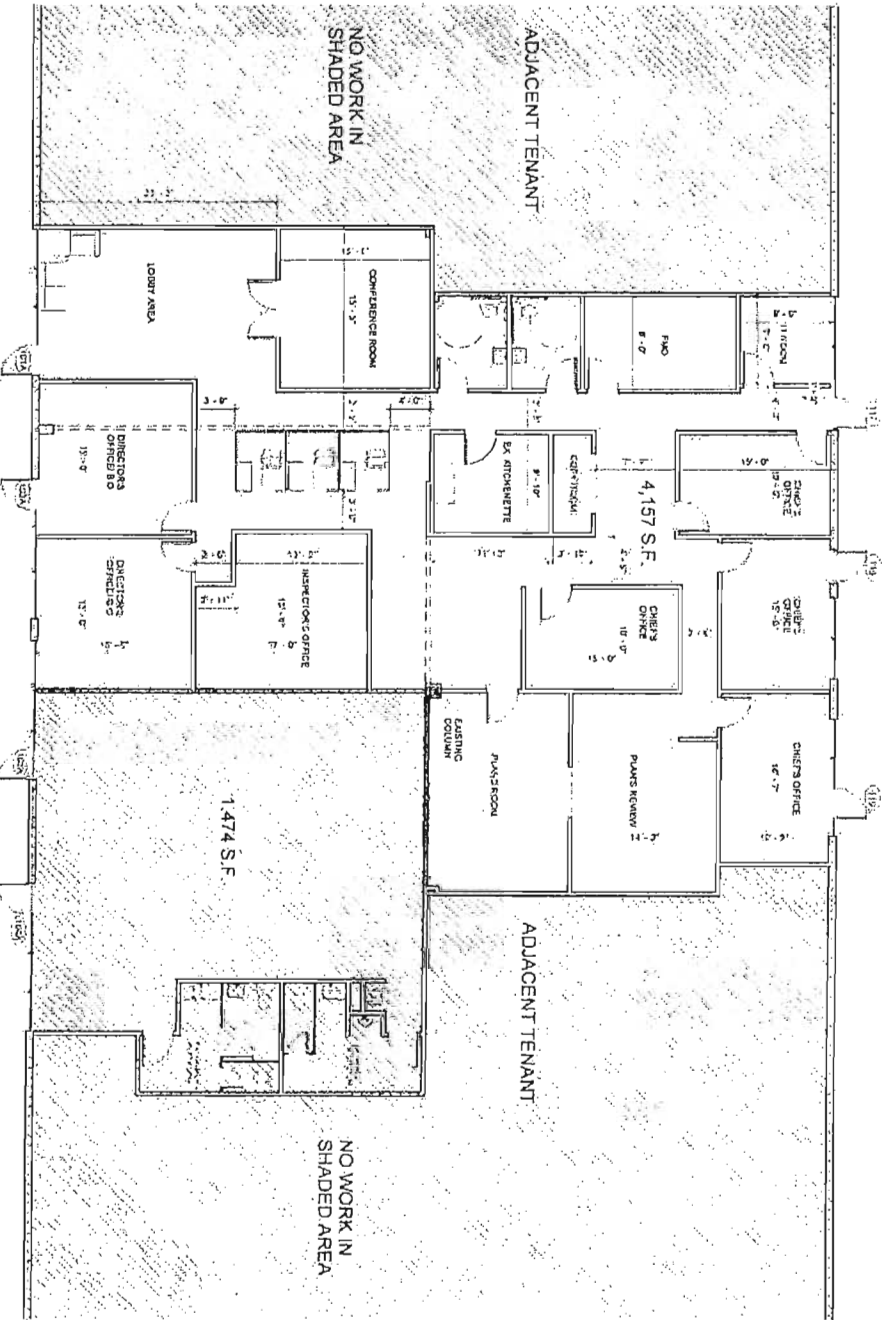
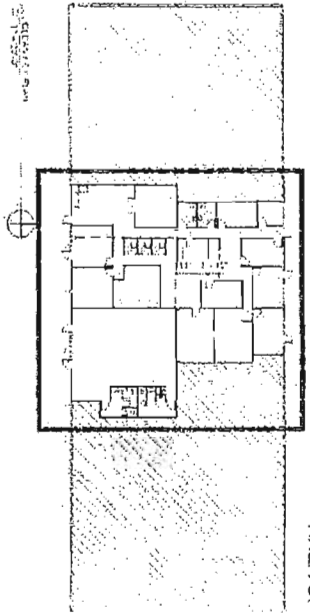
Name: Franco Carri

Title: Owner

EXHIBIT A
FLOOR PLAN OF PREMISES

AB 19/17

AREA OF WORK



CLERK/LOOKMAN
Suite 103

↑ Suite 103 + 104
1474 sq. ft.

AIRPORT COMMERCE CENTER
4101 BAVENWOOD ROAD
UNITS 101A, 102A, 103A, 104A,
117, 118 & 119
FT. LAUDERDALE, FL 33312

D
301 3TH FL
SFL

AR91287

G²
thegoragroup.com
architect interior planning

1215 N. 316 COURT
HOLLYWOOD, FL 33021
PHONE: 352-251-1362

PROPOSED FLOOR PLANS
AND SCHEDULES

DSSFL (17) 92

A-03

AR MK

EXHIBIT B

RULES AND REGULATIONS

The following Rules and Regulations, hereby accepted by Tenant, are prescribed by Landlord to enable Landlord to provide, maintain, and operate, to the best of Landlord's ability, orderly, clean and desirable Premises, Building, and Project, including parking facilities, at as economical a cost as reasonably possible and in as efficient a manner as reasonably possible, to assure security for the protection of tenants so far as reasonably possible, and to regulate conduct in and use of said Premises, Building, and Project (including parking facilities) in such manner as to minimize interference by others in the proper use of same by Tenant.

1. Tenant, its officers, agents, servants and employees shall not block or obstruct any of the entries, passages, doors, of the Building or Project (including parking facilities), or place, empty or throw any rubbish, litter, trash, cigarette, or material of any nature into such areas, or permit such areas to be used at any time except for ingress or egress of Tenant, its officers, agents, servants, employees, patron, licensees, customers, visitors or invitees.

2. No sign, door plaque, advertisement or notice shall be displayed, painted or affixed by Tenant, its officers, agents, servants, employees, patrons, licensees, customers, visitors or invitees in or on any part of the outside or inside the Premises, Building, and Project (including parking facilities) without prior written consent of Landlord and then only of such color, size, character, style and materials and in such places as shall be approved and designated by Landlord. Signs on doors and entrances to Premises shall be placed thereon by a contractor designated by Landlord and paid for by Tenant.

3. Landlord shall not be responsible for lost or stolen property, equipment, money or any article taken from Premises, Building, or Project (including parking facilities) regardless of how or when loss occurs.

4. No additional locks shall be placed on any door or changes made to existing locks in Building without the prior written consent of Landlord. Landlord shall furnish two keys to each lock on doors in the Premises and Landlord, upon request of Tenant, shall provide additional duplicate keys at Tenant's expense. Landlord may, at all times, keep a pass key to the Premises. All keys shall be returned to Landlord promptly upon termination of this Lease.

5. Tenant, its officers, agents, servants or employees shall do no painting or decorating in Premises, or mark, paint or cut into, drive nails or screw into or in any way deface any part of Premises or Building without the prior written consent of Landlord. If Tenant desires signal, communication, alarm or other utility or service connection installed or changed, such work shall be done at expense of Tenant, with the approval and under the direction of Landlord.

6. Landlord reserves the right to:

(i) Close the parking areas between the hours of 6:00 p.m. and 7:00 a.m., or such other time as Landlord designates, subject, however, to Tenant's right to admittance under regulations prescribed by Landlord, and to require the persons entering the Building to identify themselves and establish their right to enter or to leave the Building. Tenant shall have access to parking after hours by Landlord providing Tenant with access card in accordance with Landlord's rules therefor from time to time.

(ii) Close all parking areas on weekends and holidays.

7. Tenant, its officers, agents, servants and employees shall not permit the operation of any musical or sound producing instruments or device which may be heard anywhere outside the Premises, or which may emanate electrical waves which shall impair radio or televisions broadcasting or reception from or in Building.

8. Tenant, its officers, agents, servants and employees shall, before leaving Premises unattended, close and lock all doors and shut off all utilities; damage resulting from failure to do so shall be paid by Tenant. Before closing of the day and leaving the said Premises each Tenant shall see that all blinds and/or draperies are pulled and drawn.

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9. All plate and other glass now in Premises or Building which is broken through cause attributable to Tenant, its officers, agents, servants and employees, patrons, licensees, customers, visitors or invitees shall be replaced by and at expense of Tenant under the direction of Landlord.

10. Tenant shall give Landlord prompt notice of all accidents to or defects in air conditioning equipment, plumbing, and electric facilities or any part or appurtenance of Premises.

11. The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant, who shall, or whose officers, employees, agents, servants, patrons, customers, licensees, visitors or invitees shall have caused it.

12. All contractors and/or technicians performing work for Tenant within the Premises or Building shall be referred to Landlord for approval before performing such work. This shall apply to all work including, but not limited to, installation of telephones, telecommunications equipment, electrical devices and attachments, and all installations affecting floors, walls, windows, doors, ceiling, equipment or any other physical feature of the Building or Premises. None of this work shall be done by Tenant without Landlord's prior written approval.

13. No showcases or other articles shall be put in front of or affixed to any part of the exterior of the Building, nor placed in the halls, corridors or vestibules without the prior written consent of Landlord.

14. Glass panel doors, that reflect or admit light into the passageways or into any place in the Building shall not be covered or obstructed by Tenant, and Tenant shall not permit, erect, and/or place drapes, furniture, fixtures, shelving, display cases or tables, lights or signs and advertising devices in front of or in proximity of interior and exterior windows, glass panels, or glass doors providing a view into the interior of the Premises unless same shall have first been approved in writing by Landlord.

15. Canvassing, soliciting and peddling in the Building or elsewhere in the Project (including parking facilities) is prohibited and each Tenant shall cooperate to prevent the same. In this respect, Tenant shall promptly report such activities to the Property Management office.

16. If Tenant must dispose of crates, boxes, etc., which shall not fit into office wastepaper baskets, it shall be the responsibility of Tenant with Landlord's assistance to dispose of same. In no event, shall Tenant set such items in the public hallways or other areas of Building or parking facilities, excepting Tenant's own Premises, for disposal.

17. Tenants are cautioned in purchasing furniture and equipment that can easily pass through the doors of the Premises. Large pieces should be made in parts and set-up in the Premises. Landlord reserves the right to refuse to allow any furniture or equipment of any description to be placed in the Building which does not comply with the above conditions.

18. Tenants shall be responsible for any damage to the Premises, including carpeting and flooring, as a result of rust or corrosion of file cabinets, roller chairs, metal objects or spills of any type of liquid.

19. If the Premises demised to Tenant become infested with vermin, Tenant, at its sole cost and expense, shall cause its Premises to be exterminated from time to time, to the satisfaction of Landlord, and shall employ such extermination therefore as shall be approved by Landlord.

20. Tenant shall not install any antenna or aerial wires, or radio or television equipment, or any other type of equipment, inside or outside the Building, without Landlord's prior approval in writing, and upon such terms and conditions as may be specified by Landlord in each and every instance.

21. Tenant shall not advertise the business, profession or activities of Tenant in any manner which violates the letter of spirit of any code of ethics adopted by any recognized association or organization pertaining thereto, or use the name of the Building or Project for any purpose other than that of the business address of Tenant or use any letterhead, envelopes, circulars, notices, advertisements, containers or wrapping material without Landlord's express consent in writing.

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22. Tenant, its officers, agents, employees, servants, patrons, customers, licensees, invitees and visitors shall not solicit business in the parking facilities, nor shall Tenant distribute any handbills or other advertising matter in automobiles parked in the parking facilities.

23. Tenant shall not conduct its business in such manner as to create any nuisance, or interfere with, annoy or disturb any other Tenant in the Building or Project, or Landlord in its operation of the Building or Project, or commit waste or suffer or permit waste to be committed in the Premises, Building, or Project (including parking facilities). In addition, Tenant shall not allow its officers, employees, agents, servants, patrons, customers, licensees, and visitors to conduct themselves in such a manner as to create any nuisance or interfere with, annoy or disturb any other Tenant in the Building or Project or Landlord in its operation of the Building or Project, or commit waste or suffer or permit waste to be committed in the Premises, Building, or Project (including parking facilities).

24. Tenant, its officers, agents, servants and employees shall not install or operate any refrigerating, heating or air conditioning apparatus or carry on any mechanical operation or bring into the Premises, Building, or Project (including parking facilities) any flammable fluids or explosives without permission of Landlord.

25. Tenant, its officers, employees, agents and servants shall not use Premises, Building, or Project (including parking facilities) for housing, lodging or sleeping purposes or for the cooking or preparation of food without prior written consent of Landlord.

26. Tenant, its officers, employees, agents, servants, patrons, customers, licensees, visitors or invitees shall not bring into the Premises, Building, or Project (including parking facilities) or keep on the Premises any fish, fowl, reptile, insect, or animal (except service animals), or any bicycle, boat, motorcycle, or other vehicle without the written consent of Landlord.

27. Neither Tenant nor any officers, employees, agents, servants, patrons, customers, licensees, visitors or invitees of any Tenant shall go upon the roof of the Building without the written consent of Landlord.

28. Tenants employing laborers or others outside of the Building shall not have their employees paid in the Building, but shall arrange to pay their payrolls elsewhere.

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City of Dania Beach, Florida
Department of Community Development
Planning and Zoning Division
(954) 924-6805 X3643
(954) 922-2687 Fax



Standard Development Application

- ☐ Administrative Variance
- ☐ Land Use Amendment
- ☐ Plat
- ☐ Rezoning
- ☐ Site Plan
- ☒ **Special Exception**
- ☐ Variance
- ☐ Other: _____

Date Rec'd: _____

Petition No.: SE-116-17

(SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)

THIS APPLICATION WILL NOT BE ACCEPTED UNTIL IT IS COMPLETE AND SUBMITTED WITH ALL NECESSARY DOCUMENTS. Refer to the application type at the top of this form and "Required Documentation" checklist to determine the supplemental documents required with each application. For after the fact applications, the responsible contractor of record shall be present at the board hearing. Their failure to attend may impact upon the disposition of your application. As always, the applicant or their authorized legal agent must be present at all meetings. All projects must also obtain a building permit from the City Building Division. For more information please reference the **Dania Beach Land Development Code Part 6, Development Review Procedures and Requirements.**

Location Address: 4101 Ravenswood RD, suite 104A, Dania, FL 33312

Lot(s): _____ Block: _____ Subdivision: _____

Recorded Plat Name: _____

Folio Number(s): 5042-29-31-0010 Legal Description: _____

Applicant/Consultant/Legal Representative (circle one) Franco Carri

Address of Applicant: 7025 NW 103rd path, Doral, FL 33178

Business Telephone: 402-206-6397 Home: _____ Fax: _____

E-mail address: rightcarsfll@gmail.com

Name of Property Owner: ACP Partners, LLC

Address of Property Owner: 3720 N. Kendall Dr, suite 202, miami, FL 33176

Business Telephone: 305-970-7114 Home: _____ Fax: _____

Explanation of Request: _____

For **Plats** please provide proposed **Plat Name** for **Variances** please attach **Criteria Statement** as per **Section 625.40 of the Land Development Code.**

Prop. Net Acreage: _____ Gross Acreage: _____ Prop. Square Footage: ± 80,000 SF

Existing Use: 1474 SF Proposed Use: _____

Is property owned individually, by a corporation, association, or a joint venture? _____

AUTHORIZED REPRESENTATIVE

I/we are fully aware of the request being made to the City of Dania Beach. If I/We are unable to be present, I/we hereby authorize _____ (individual/firm) to represent me/us in all matters related to this application. I/we hereby acknowledge that the applicable fee was established to offset administrative costs and is not refundable.

I/we are fully aware that all approvals automatically expire within 12 months of City of Dania Beach Planning and Zoning Board or City Commission approval, or pursuant to the expiration timeframe listed in Part 6 of the Dania Beach Land Development Code.

STATE OF FLORIDA
COUNTY OF BROWARD
The foregoing instrument
was acknowledged

By: _____
(Owner / Agent signature*)

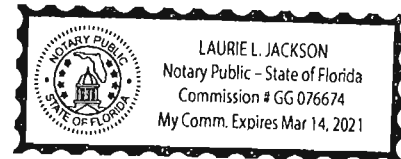
BEFORE ME THIS 9th DAY OF November, 2017

By:

Franco Carri
(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary [Signature]
(Signature of Notary Public - State of Florida)



Personally known _____ or Produced Identification ☒

Type of identification produced: Florida or Drivers License 060024092423-0
XP 1B-23-220

***If joint ownership, both parties must sign. If partnership, corporation or association, an authorized officer must sign on behalf of the group. A notarized letter of authorization from the owner of record must accompany the application if an authorized agent signs for the owner(s).**

NO APPLICATION WILL BE AUTOMATICALLY SCHEDULED FOR A MEETING.

***ALL APPLICATIONS MUST BE DETERMINED COMPLETE BY STAFF
BEFORE PROCESSING OCCURS.***

City of Dania Beach APPLICATION TYPE AND FEE SCHEDULE

INCOMPLETE SUBMITTALS ARE NOT ACCEPTABLE FOR REVIEW AND PROCESSING.

The following fees shall apply to all applications for land use plan amendments, rezoning, special exception use, variances, site plans and other zoning related applications. These fees are used to defray staff cost in the evaluation of the proposal made and provide for the required notices and public advertisements according to Florida State Statute and the Dania Beach Land Development Code. Should any applicant have more than one type of request to the City, the applications involved should be submitted at the same time. The present City policy is to have concurrent reviews being processed before the final review and actions by the Planning and Zoning Board and/or City Commission. It is the obligation of all applicants to review the appropriate City Codes and design standards related to their proposal before making any application to the City. The standard review process for all development applications are two (2) review cycles. **Any additional review or public notice required by staff or professional consultants due to the incorrect interpretation of the Land Development Code will be charged to the applicant as per "Section 685-10 Cost Recovery for Development Review" of the Dania Beach Land Development Code.**

APPLICATION TYPE	FEE
LAND USE	
Assignment of Flex Units or Acreage	Filing fee = \$4,000.00 plus \$5.00 per flex, reserve or LAC/RAC unit or hotel room or \$100 per acre or portion of such area <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
Change of Land Use	Filing fee = \$7,000.00, plus \$500.00 per acre or portion of area <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
ZONING	
Change of Zoning (Rezoning)	Less than 2 acres - \$2,500.00 Greater than 2 acres - \$6,000.00 <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
Zoning Code Text Change	Changing the list of Permitted Uses - \$6,000.00 General Text - \$2,000.00 <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
PLAT	(Perimeter) Filing fee = \$2550.00 plus \$50.00 per acre or portion of such area (Subdivision) Filing fee = \$2550.00 plus \$100 per acre or portion of such area <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
Delegation Request	\$1,500.00 <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
SITE PLAN	
Residential, Hotel, Condo-Hotel, Time-Share, Motel	Filing fee = \$1,000.00 PLUS \$10.00 per unit Plus an initial retainer for cost recovery of consultant services of \$5,000.00. Additional consultant service fees may be required. Minimum fee = \$6,100.00 <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
All other uses	Filing fee = \$1,000.00 PLUS the following: \$5.00 : 100 s.f. for 1 st 10,000 s.f., \$2.00 : 100 s.f. in excess of 10,000 s.f. Plus an initial retainer for cost recovery of consultant services of \$4,000.00. Additional consultant service fees may be required. Minimum fee = \$5,500.00 <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
Site Plan Revisions	\$2,500.00 - <i>Includes staff processing and up to 2 review cycles.</i> <i>Additional variances associated with any revision to a site plan are charged according to the associated variance type.</i>
Extension of Approval(s) (Site plan, variance, special exception requests)	\$1,250.00 – Single Extension (PLUS) an additional \$ 250.00 for each associated approval

City of Dania Beach APPLICATION TYPE AND FEE SCHEDULE

INCOMPLETE SUBMITTALS ARE NOT ACCEPTABLE FOR REVIEW AND PROCESSING.

The following fees shall apply to all applications for land use plan amendments, rezoning, special exception use, variances, site plans and other zoning related applications. These fees are used to defray staff cost in the evaluation of the proposal made and provide for the required notices and public advertisements according to Florida State Statute and the Dania Beach Land Development Code. Should any applicant have more than one type of request to the City, the applications involved should be submitted at the same time. The present City policy is to have concurrent reviews being processed before the final review and actions by the Planning and Zoning Board and/or City Commission. It is the obligation of all applicants to review the appropriate City Codes and design standards related to their proposal before making any application to the City. The standard review process for all development applications are two (2) review cycles. **Any additional review or public notice required by staff or professional consultants due to the incorrect interpretation of the Land Development Code will be charged to the applicant as per "Section 685-10 Cost Recovery for Development Review" of the Dania Beach Land Development Code.**

SPECIAL EXCEPTION	
SPECIAL EXCEPTION (Excluding cell towers)	Filing fee = \$3,700.00 plus \$200.00 per acre or portion of such area <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
SPECIAL EXCEPTION (Cellular Towers)	Filing fee = \$4,000 <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
Additional Resubmittal (In addition to the standard (2) review cycles)	Any additional review or public notice required by staff or professional consultants due to the negligence of the applicant will be charged to the applicant as per Article 685-10 Cost recovery for Development Review of the Dania Beach Land Development Code.
VARIANCES, APPEALS & WAIVERS	
Administrative, Single Family	\$ 300.00
Administrative, all other	\$ 500.00
Single Family/Community Facility	\$ 490.00
Duplex	\$1,050.00
Triplex	\$1,150.00
Multifamily, Hotel, Condo-Hotel (per variance)	\$2,300.00
Nonres. (per variance)	\$2,000.00
Wall Sign	\$ 700.00
Monument Sign	\$1,200.00
Pole Sign (As permitted)	\$2,400.00
Appeal (single family & comm fac)	\$ 650.00
Appeal (all other uses)	\$1,925.00
Dumpster Appeal to Com. Dev. Dir.	\$ 200.00
Dumpster Appeal to City Com.	\$ 500.00
Alcoholic Beverage Variance	\$1,250.00
Mobility	\$1,400.00
Trafficway Waiver	\$4,000.00
Vacation – Road/Easement	\$3,500.00
Alcohol Extended Hours License Application	\$2,250.00
Alcoholic Beverage Waiver	\$1,000.00
Zoning Review: State Liquor License	\$ 50.00
Outdoor Seating/Dinning	\$ 100.00
Assisted Living Facility	\$ 65.00
CRA Grant Application	\$ 250.00
UNSPECIFIED	\$ 500.00 PLUS any outside costs incurred by the city as per "Section 685-10"
Zoning Information Letter	\$ 250.00

Revised – 8-23-11 As per City Commission Approval Resolution #2011-090

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Resolution

Continued from:

Requested Action (Identify appropriate Action or Motion)

APPROVING THE SITE PLAN (SP-003-16), SPECIAL EXCEPTION (SE-004-16) AND VARIANCES (VA-97-17; VA-98-17; VA-31-17; VA-32-17;VA-33-17) SUBMITTED BY HOPE CALHOUN, ESQ., ON BEHALF OF THE PROPERTY OWNER FORT LAUDERDALE HOSPITALITY, INC., FOR PROPERTY LOCATED AT 2460 W STATE ROAD 84, IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT “A”, A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Wyndham staff report OPT, R-2018- Wyndham Hotel Site Plan Special Exception Variances (SP-003-16 SE-004-16 VA97-17 VA-98-17 VA-31-17 VA-32-17 VA-33-17), Wyndham SP OPT, Wyndham Traffic Study OPT, Wyndham Applications and Backup OPT



**CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT**

DATE: June 12, 2018

TO: Robert Baldwin, City Manager

VIA: Marc LaFerrier, AICP, Director *[Signature]*

FROM: Corinne Lajoie, AICP, Planning and Zoning Manager, LEED G.A. *[Signature]*

SUBJECT: **SE-04-17/VA-31-17/VA-32-17/VA-33-17/VA-97-17/VA-98-17/SP-03-17:** The applicant, Hope Calhoun, Esq., on behalf of the property owner, Fort Lauderdale Hospitality, Inc., is requesting a Special Exception, Variances, and Site Plan for a new hotel for the property located at 2460 W. State Road 84.

REQUEST

SPECIAL EXCEPTION

To allow a new hotel.

VARIANCES

1. To allow a building height of six (6) stories, seventy-four feet (74'); the Land Development Code (LDC) permits a maximum of three (3) stories, forty feet (40'), per Section 205-10(C).
2. To allow a maximum impervious area of eighty-three percent (83%); the LDC requires a minimum of seventy-five percent (75), per Section 215-130(A).
3. To allow fifteen percent (15%) of the vehicular use area in landscaping; the LDC requires twenty percent (20%), per Section 275-100(B).
4. To allow three hundred, twenty-seven (327) parking spaces; the LDC requires a minimum of four hundred, seventy-three (473) parking spaces, per Section 265-50.
5. To allow a six (6) bicycle parking spaces; the LDC requires a minimum of twenty-six (26), per Section 265-50.

SITE PLAN

To allow the construction of a new 100 room hotel and 4,000 square foot restaurant.

PROPERTY INFORMATION

ZONING DESIGNATION:	General Business District (C-3)
LAND USE DESIGNATION:	Commercial

VIOLATIONS

There are no open violations on this property.

PUBLIC HEARING NOTICE

This item was duly advertised, posted and noticed pursuant to Article 610 of the Land Development Code (LDC.)

The subject property is located south of State Road 84 and west of Interstate 95. The property is approximately five (5.2) acres in size and is the current location of the 271-room Red Carpet Inn motel and lobby restaurant. The new 100-room hotel is proposed to be located in the north east corner of the site where surface parking currently exists. The applicant is also proposing to redevelop the existing lobby restaurant into a Denny's restaurant. The applicant indicates that this work will be done in phases, with each phase starting immediately after the previous one. They intent to begin construction on the final phase, which is the new hotel, by April on 2019.

SPECIAL EXCEPTION

Section 110-20 of the LDC states that hotel use is permitted if a Special Exception is granted and provided conditions are met. Section 630-50 of the Land Development Code states, the City Commission or Planning and Zoning Board, if applicable, shall review the application to determine whether the Special Exception use complies with the following criteria standards:

- (1) "That the use is permitted as a special exception use as set forth in the use regulations of part 1 of this code."
- (2) "That the use will not cause a detrimental impact to the value of existing contiguous uses, uses in the general area, and to the zoning district where it is to be located."
- (3) "That the use will be compatible with the existing uses on contiguous property, with uses in the general area and zoning district where the use is to be located and compatible with the general character of the area, considering population density, design, scale and orientation of structures to the area, property values and existing similar uses or zoning."
- (4) "That adequate landscaping and screening are provided to buffer adjacent uses from potential incompatibilities."
- (5) "That adequate parking and loading is provided, and ingress and egress is so designed as to cause minimum interference with traffic on abutting streets."
- (6) "That the use will not have a detrimental environmental impact upon contiguous properties and upon properties located in the general area or an environmental impact inconsistent with the health, safety and welfare of the community."
- (7) "That the use will not have a detrimental effect on vehicular or pedestrian traffic, or parking conditions, and will not result in the generation or creation of traffic inconsistent with the health, safety and welfare of the community."
- (8) "That the use will not utilize turning movements in relation to its access to public roads or intersections, or its location in relation to other structures or proposed structures on or near the site that would be hazardous or a nuisance."

- (9) "That the use will not have a detrimental effect on the future development of contiguous properties or the general area, according to the comprehensive plan."
- (10) "That the use will not result in the creation of incompatible noise, lights, vibrations, fumes, odors, dust or physical activities, taking into account existing uses, uses located on contiguous properties, uses in the general area and the zoning in the vicinity due to its nature, duration, direction or character."
- (11) "That the use will not overburden existing public services and facilities."

Per the applicant's justification letter and survey, the proposed accessory use and structure are consistent with the Special Exception criteria.

VARIANCE

The applicant is requesting the following variances.

- 1. To allow a building height of six (6) stories, seventy-four feet (74'); the Land Development Code (LDC) permits a maximum of three (3) stories, forty feet (40').
- 2. To allow a maximum impervious area of eighty-three percent (83%); the LDC requires a minimum of seventy-five percent (75%).
- 3. To allow fifteen percent (15%) of the vehicular use area in landscaping; the LDC requires twenty percent (20%).
- 4. To allow three hundred, twenty-seven (327) parking spaces; the LDC requires a minimum of four hundred, seventy-three (473) parking spaces.
- 5. To allow a six (6) bicycle parking spaces; the LDC requires a minimum of twenty-six (26).

Section 625 of the City's LDC states, the City Commission or Planning and Zoning Board, if applicable, shall hold its public hearing and, after consideration of the staff recommendation and public input, if any, may deny, approve or approve with conditions the application for variance, based upon its determination that the request meets the criteria identified in Section 625-40, which are identified below.

- (1) "That the requested variance maintains the basic intent and purpose of the subject regulations, particularly as it affects the stability and appearance of the city."
- (2) "That the requested variance is otherwise compatible with the surrounding land uses and would not be detrimental to the community."
- (3) "That the requested variance is consistent with, and in furtherance of, the goals, objectives and policies of the adopted Comprehensive Plan, as amended from time to time, and all other similar plans adopted by the city."
- (4) "That the plight of the petitioner is due to unique circumstances of the property or petitioner which would render conformity with the strict requirements of the subject regulations unnecessarily burdensome."
- (5) "That the variance requested is the minimum variance that is necessary to afford relief to the petitioner, while preserving the character, health, safety and welfare of the community."

The applicant has submitted a justification statement identifying how their requests are consistent with the criteria identified above.

SITE PLAN

In addition to hotel use being requiring Special Exception approval, the LDC requires Conditions of Use be met, which are listed below.

- Guestroom access via interior corridor;
- Individual wall or window mounted air conditioners may not project beyond any exterior wall of the building; and
- Must have at least 100 guest rooms.

The proposed new construction meets these Conditions of Use.

DEVELOPMENT REVIEW COMMITTEE (DRC)

The site plan was reviewed by the DRC on January 26, 2017 and April 27, 2017 which includes personnel from the BSO Fire, Public Services, the City's landscape consultant and Community Development Department's Planning Division. The applicant has several outstanding staff comments that must be addressed prior to issuance of a building permit, or otherwise specified time frame, which are provided below. The outstanding DRC comments are listed as conditions of approval in the resolution.

A traffic impact analysis prepared by Kimley-Horn date October 26, 2016 was submitted by the applicant and approved by the City engineer as accepted and complete.

CONDITIONS OF APPROVAL

The following comments must be addressed prior to issuance of a building permit, unless otherwise identified:

1. The dollar value of specimen trees must be provided on the tree disposition plan sheet. This can be implemented once the values provided by your arborist have been agreed to.
2. Final arborist report still pending at this time. Insufficient efforts to-date have been provided to:
 - Relocate Tree #14. This tree is easily relocatable and is a valuable resource for the City. Ample opportunities for relocation exist on the site. Provide relocation plans and specifications.
 - Minimize impacts to specimen (and non-specimen) trees from proposed development activities. Landscape plan needs to include tree protection fencing, root pruning, supplemental irrigation and other practices, based on recommendations from your Certified Arborist, which will help ensure the survival of trees proposed to remain. The arborist report needs to be updated to evaluate the trees proposed to remain and provide for conservation/impact minimization measures as applicable. Conservation measures, including tree protection fencing, must be shown on the plans. Construction of the parking area in close proximity to specimen trees may need to be constructed above grade and/or incorporate structural soil to accommodate adequate space for root growth (Landscape Consultant).

3. Root barriers need to be provided, per 275-180(O). Landscape plans need to include a detail and specifications for root barrier and depict their location on the plan view layout (Landscape Consultant).
4. For all trees to remain, show the Tree Protection Zone *at minimum* as defined in Sec 825-50, expanded per recommendations from your arborist (Landscape Consultant).
5. Provide cross-sections/construction details on paving plans to illustrate the requirement listed on the City's Standard Landscape Note #20 (shown on Sheet LP-1) (Landscape Consultant).
6. VUA square foot calculations are inconsistent on sheets LP-1 and LP-2 (off by 1,600+ sf). Please revise (Landscape Consultant).
7. Terminal peninsula adjacent to the north of dumpster area does not meet Sec. 275-100 requirements. Revise site plan accordingly (Landscape Consultant).
8. This is to acknowledge receipt of post-development calculation however we need to see the pre-development calculations. Provide geotechnical report including percolation test to support k-value in the calculations. Report is available why can't this be provided at this time, to validate your calculations? (City Engineer).
9. Show current FEMA base flood elevation (BFE). Finished floor elevation (FFE) shall be one (1) foot above BFE. Elevation in NAVD (City Engineer).
10. Confirm that perimeter grading meets the 25-year storm event. Please review calculations provided, response does not match calculations (City Engineer).
11. Show all utility and drainage easements on site plan, if any (City Engineer).
12. The traffic study shows right-in only on the east driveway. Please revise drawings to coordinate with traffic study (City Engineer).
13. Show geometric dimensions on civil site plans. Sheet C-1 do not show any dimensions of the plan (City Engineer).
14. Show anticipated vehicles per day for each driveway connection based on traffic projection. Please annotate Sheet C-1 to show (vehicles per day) per ingress/egress. Make sure that driveway width meets FDOT Index 515 (City Engineer).
15. Per Dania Code of Ordinances (Article 415 – Sidewalks and Swales), Owner is responsible for sidewalks and swale improvements within the road right of way. Provide a minimum 5 foot sidewalk on Gulfstream Road (City Engineer).
16. Show sight distance analysis using FDOT Index No. 546 at all points of egress. Must be reflected on landscape drawings as well. This must also be shown on Sheet LP-1 (City Engineer).

17. Provide copy of FDOT Driveway Connection Permit. Provide copy of the pre-application approval (City Engineer).
18. Provide sections and details of at-grade driveways and at-grade parking areas (City Engineer).
19. In compliance with Article 805 of the City Code of Ordinances, applicant shall provide a projection water demand, and sewage and solid waste generation in tabular format (City Engineer).
20. Sheet 100 shows "additional property added per vacation" of ROW along south property line. The survey shows existing 30' ROW along south property line. Revise both to reflect the 30' drainage easement reflected on the plat which was approved by the City Commission on July 25-2017 (Planning).
21. Provide copy of recorded plat prior to issuance of a building permit (Planning).
22. The FAA finding of No Hazzard letter expires on October 26, 2018.

CITY COMMISSION PREVIOUS ACTION

On July 25, 2017 the City Commission approved a plat (R-2017-083) on this property limiting development of the site to 371-room hotel.

CITY COMMISSION ACTION

Approve the resolution.

RESOLUTION NO. 2018-085

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE SITE PLAN (SP-003-16), SPECIAL EXCEPTION (SE-004-16) AND VARIANCES (VA-97-17; VA-98-17; VA-31-17; VA-32-17;VA-33-17) SUBMITTED BY HOPE CALHOUN, ESQ., ON BEHALF OF THE PROPERTY OWNER FORT LAUDERDALE HOSPITALITY, INC., FOR PROPERTY LOCATED AT 2460 W STATE ROAD 84, IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT “A”, A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION; PROVIDING FOR CONFLICTS; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Hope Calhoun, Esq., on behalf of the owner, Fort Lauderdale Hospitality, Inc., (the “Applicant”) has requested Site Plan approval, and approval of a Special Exception use, for the proposed construction of a new 100-room hotel and full service restaurant to be located at 2460 W State Road 84, in the City of Dania Beach, Florida, as legally described in Exhibit “A”, a copy of which is made a part of and incorporated into this Resolution by this reference; and

WHEREAS, the City Code of Ordinances, Chapter 28, entitled “Land Development Code” (the “LDC”), of Part 6, entitled “Development Review Procedures and Requirements”, Article 635, entitled “Site Plans” of Section 635-20(A), provides that site plan approval is required as a condition to the issuance of a building permit; and

WHEREAS, Article 630 of the LDC entitled “Special Exception Uses” states that the City Commission may grant a special exception based on its determination that the petitioner has demonstrated that the necessary criteria in the LDC have been satisfied; and

WHEREAS, Chapter 28, Part 6, entitled “Development Review Procedures and Requirements” of Article 625 entitled, “Variances” provides that the City Commission is authorized to approve variances if they are consistent with the criteria identified in Section 625-40, entitled “Variance review criteria, City action” of the LDC; and

WHEREAS, the Applicant has requested a Variance (VA-31-17) to allow 327 parking spaces, where Section 265-50 of the LDC requires 473 vehicular spaces; and

WHEREAS, the Applicant has requested a Variance (VA-32-17) to allow six (6) bicycle parking spaces, where Section 265-50 of the LDC requires twenty-six (26) bicycle spaces; and

WHEREAS, the Applicant has requested a Variance (VA-33-17) to provide a maximum height of six (6) stories and seventy four feet (74') where Section 205-10(C) requires a maximum height of three (3) stories and forty feet (40'); and

WHEREAS, the Applicant has requested a Variance (VA-97-17) to provide a minimum of fifteen percent (15%) vehicular use area landscaping where Section 275-100(B) of the LDC requires a minimum twenty percent (20%) vehicular use area landscaping; and

WHEREAS, the Applicant has requested a Variance (VA-98-17) to provide maximum impervious area of eighty three percent (83%) where Section 205-10(C) and 215-130 of the LDC requires a maximum impervious area of seventy five percent (75%);

WHEREAS, on April 27, 2017, the City's Development Review Committee (the "DRC"), which includes representatives from the Broward Sheriff's Office, Broward Fire Department, Public Services Department, the City's landscape consultant and the Planning Division staff, reviewed the plat for compliance with all applicable regulations; and

WHEREAS, the City Commission conducted a duly noticed public hearing in accordance with Article 610 of the LDC; and

WHEREAS, the City Commission finds that the approval of the proposed site plan (SP-03-17), special exception (SE-04-16), and variances (VA-31-17, VA-32-17; VA-33-17, VA-97-17 & VA-98-17) is consistent with the City's LDC and Comprehensive Plan;

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

Section 1. That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct, and they are made a specific part of this Resolution.

Section 2. That pursuant to Chapter 28, entitled, "Land Development Regulations", Part 6, entitled, "Development Review Procedures and Requirements", the following Site Plan (SP-03-17), Special Exception (SE-04-16), and Variances (VA-31-17, VA-32-17; VA-33-17, VA-97-17, VA-98-17), attached as composite Exhibit "B," are approved subject to the following conditions which must be addressed prior to issuance of a building permit, unless otherwise identified:

1. The dollar value of specimen trees must be provided on the tree disposition plan sheet. This can be implemented once the values provided by your arborist have been agreed to.

2. Final arborist report still pending at this time. Insufficient efforts to-date have

been provided to:

- Relocate Tree #14. This tree is easily relocatable and is a valuable resource for the City. Ample opportunities for relocation exist on the site. Provide relocation plans and specifications.

- Minimize impacts to specimen (and non-specimen) trees from proposed

development activities. Landscape plan needs to include tree protection fencing, root pruning, supplemental irrigation and other practices, based on recommendations from your Certified Arborist, which will help ensure the survival of trees proposed to remain. The arborist report needs to be updated to evaluate the trees proposed to remain and provide for conservation/impact minimization measures as applicable. Conservation measures, including tree protection fencing, must be shown on the plans. Construction of the parking area in close proximity to specimen trees may need to be constructed above grade and/or incorporate structural soil to accommodate adequate space for root growth (Landscape Consultant).

3. Root barriers need to be provided, per 275-180(O). Landscape plans need to

include a detail and specifications for root barrier and depict their location on the plan view layout (Landscape Consultant).

4. For all trees to remain, show the Tree Protection Zone *at minimum* as defined in Sec 825-50, expanded per recommendations from your arborist (Landscape Consultant).

5. Provide cross-sections/construction details on paving plans to illustrate the requirement listed on the City's Standard Landscape Note #20 (shown on Sheet LP-1) (Landscape Consultant).

6. VUA square foot calculations are inconsistent on sheets LP-1 and LP-2 (off by 1,600+ sf). Please revise (Landscape Consultant).

7. Terminal peninsula adjacent to the north of dumpster area does not meet Sec. 275-100 requirements. Revise site plan accordingly (Landscape Consultant).

8. This is to acknowledge receipt of post-development calculation however we need to see the pre-development calculations. Provide geotechnical report including percolation test to

support k-value in the calculations. Report is available why can't this provided at this time, to validate your calculations? (City Engineer).

9. Show current FEMA base flood elevation (BFE). Finished floor elevation (FFE) shall be one (1) foot above BFE. Elevation in NAVD (City Engineer).

10. Confirm that perimeter grading meets the 25-year storm event. Please review calculations provided, response does not match calculations (City Engineer).

11. Show all utility and drainage easements on site plan, if any (City Engineer).

12. The traffic study shows right-in only on the east driveway. Please revised drawings to coordinate with traffic study (City Engineer).

13. Show geometric dimensions on civil site plans. Sheet C-1 do not show any dimensions of the plan (City Engineer).

14. Show anticipated vehicles per day for each driveway connection based on traffic projection. Please annotate Sheet C-1 to show (vehicles per day) per ingress/egress. Make sure that driveways width meets FDOT Index 515 (City Engineer).

15. Per Dania Code of Ordinances (Article 415 – Sidewalks and Swales), Owner is responsible for sidewalks and swale improvements within the road right of way. Provide a minimum 5 foot sidewalk on Gulfstream Road (City Engineer).

16. Show sight distance analysis using FDOT Index No. 546 at all points of egress. Must be reflected on landscape drawings as well. This must also be shown on Sheet LP-1 (City Engineer).

17. Provide copy of FDOT Driveway Connection Permit. Provide copy of the pre-application approval (City Engineer).

18. Provide sections and details of at-grade driveways and at-grade parking areas (City Engineer).

19. In compliance with Article 805 of the City Code of Ordinances, applicant shall provide a projection water demand, and sewage and solid waste generation in tabular format (City Engineer).

20. Sheet 100 shows "additional property added per vacation" of ROW along south property line. The survey shows existing 30' ROW along south property line. Revise both to

reflect the 30' drainage easement reflected on the plat which was approved by the City Commission on July 25-2017 (Planning).

21. Provide copy of recorded plat prior to issuance of a building permit (Planning).

22. The FAA finding of No Hazzard letter expires on October 26, 2018.

Section 3. That pursuant to Section 635-100 "Expiration of Site Plans" of the Land Development Code, the Site Plan (SP-03-17) and Special Exception (SE-04-17) approvals shall automatically expire and become null and void unless the Applicant files a complete building permit application with construction drawings for the improvements shown on the site plan, within eighteen (18) months from the date of this Resolution.

Section 4. That pursuant to Section 625-50 "Expiration of Variances" of the Land Development Code, the Variances (VA-31-17, VA-32-17, VA-33-17, VA-97-17 & VA-98-17), approval shall automatically expire and become null and void unless the Applicant files a complete building permit application with construction drawings for the improvements shown on the site plan, within eighteen (18) months from the date of this Resolution.

Section 5. That the issuance of a development permit by a municipality does not in any way create any right on the part of an Applicant to obtain a permit from a state or federal agency, and does not create any liability on the part of the municipality for issuance of the permit if the Applicant fails to obtain requisite approvals or does not fulfill the obligations imposed by a state or federal agency, or undertakes actions that result in a violation of state or federal law.

Section 6. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 7. That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on June 12, 2018.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

EXHIBIT "A"
LEGAL DESCRIPTION

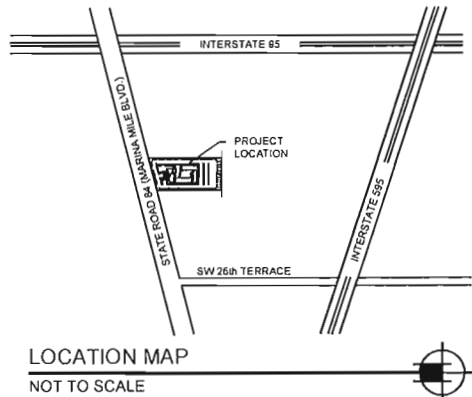
That certain Parcel of land situate, lying and being in Broward County, Florida, more particularly described as follows: That part of the West half of the East half of the Southwest quarter of the Northeast quarter lying South of the right-of-way of State Road 84 in Section Twenty (20), Township Fifty (50) South, Range Forty-Two (42) East.

EXHIBIT “B”
SITE PLAN

A Site Plan Approval for:

Fort Lauderdale Hospitality Inc.

2460 STATE ROAD 84
Dania Beach, Florida



PROJECT TEAM:

OWNER / DEVELOPER:
FORT LAUDERDALE HOSPITALITY, INC.

2460 STATE ROAD 84
DANIA BEACH, FLORIDA 33312
CONTACT: HANIF KHIMANI
PHONE: 954.792.4700 FAX:
E-MAIL: KHIMANIHANIF@GMAIL.COM

ARCHITECTURE:
ANDERSON ARCHITECTURE, INC.

399 CAMINO GARDENS BOULEVARD, SUITE 202
BOCA RATON, FLORIDA 33432
CONTACT: ERIC ANDERSON
PHONE: 561.362.0220 FAX: 561.362.0224
EMAIL: ERIC@ANDERSONARCHITECTURE.COM

CIVIL ENGINEERING:
HOLLAND ENGINEERING, INC.

3908 HOLLYWOOD BLVD. SUITE 303
HOLLYWOOD, FLORIDA 33021
CONTACT: AYITEY ARYEE
PHONE: 954.367.0371
E-MAIL: AYITEY@HOLLANDENGINEERING.NET

LANDSCAPE:
A. GRANT THORNBROUGH LANDSCAPE
ARCHITECTURE & ASSOCIATES
132 NORTH SWINTON AVENUE,
DELRAY BEACH, FL 33444
CONTACT: CAROL PEREZ
PHONE: 561.276.5050
EMAIL: CAROL@AGTLAND.COM

MEP ENGINEERING:
THOMPSON YOUNGROSS ENGINEERING
CONSULTANTS

902 CLINT MOORE ROAD, SUITE 142
BOCA RATON, FLORIDA 33487
CONTACT: ARTUR AMARAL
PHONE: 561.274.0200 X.453 FAX: 561.274.0222
EMAIL: ARTUR@TECFLA.COM

SURVEYOR:
PULICE LAND SURVEYORS, INC.

5381 NOB HILL ROAD
SUVRIFE, FLORIDA 33351
A: 954.572.1777 FAX: 954.572.1778
EMAIL: SURVEYS@PULICELANDSURVEYORS.COM

PROJECT PHASING:

THE PROJECT HAS FOUR PHASES, TO BE PERMITTED AND CONSTRUCTED AS CONCURRENTLY AS POSSIBLE AND DESCRIBED AS FOLLOWS:

- PHASE I:
- ADDITION OF A NEW LOBBY AND RESTAURANT BUILDING.
- PHASE II:
- DEMOLITION OF THE EXISTING LOBBY AND RESTAURANT BUILDING
- PHASE III:
- CONSTRUCTION OF A NEW SIX STORY HOTEL BUILDING WITH 100 ROOMS, LOBBY, LOUNGE, POOL AND SPA

SHEET INDEX :

TS TITLE SHEET

SURVEY:

- 1 BOUNDARY AND TOPOGRAPHIC SURVEY
- 2 BOUNDARY AND TOPOGRAPHIC SURVEY

ARCHITECTURAL:

- A100 EXISTING SITE PLAN
A101 SITE PLAN
A102 SITE PLAN DETAILS
A110 EXISTING HOTEL 1ST FLOOR PLAN
A111 FIRST FLOOR PLAN - LOBBY & RESTAURANT
A112 SECOND FLOOR PLAN - LOBBY
A121 FIRST FLOOR PLAN
A122 TYPICAL UPPER FLOOR PLAN
A201 EXTERIOR ELEVATION - LOBBY & RESTAURANT
A202 EXTERIOR ELEVATION - LOBBY & RESTAURANT
A210 EXTERIOR ELEVATION - HOTEL
A211 EXTERIOR ELEVATION - HOTEL

CIVIL:

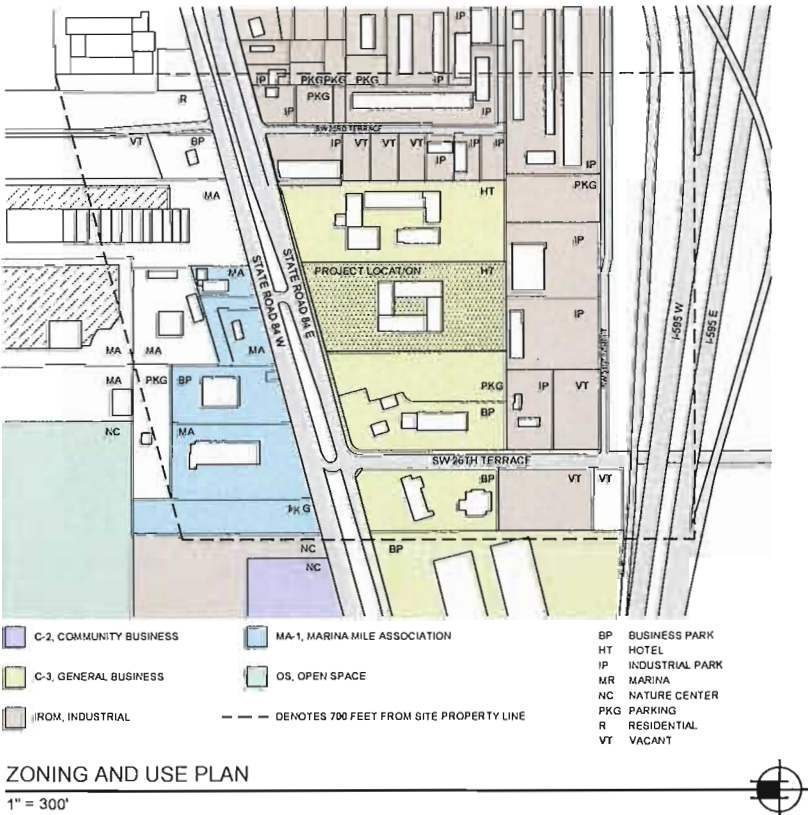
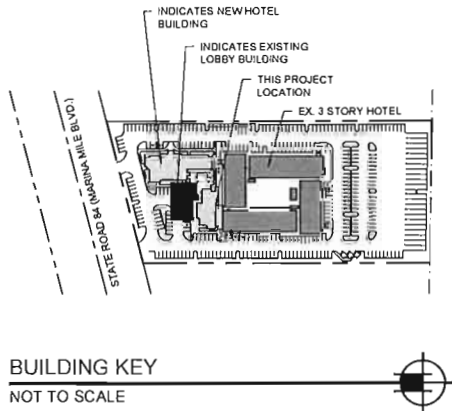
- C01 PAVING GRADING & DRAINAGE
C02 WATER & SEWER
C03 PAVEMENT MARKING & SIGNAGE
C04 UTILITIES DETAILS

LANDSCAPE:

- TR-1 TREE REMOVAL PLAN
LP-1 LANDSCAPE PLAN
LP-2 LANDSCAPE AREAS PLAN
LP-3 LANDSCAPE SPECIFICATIONS

ELECTRICAL:

- ES1.1 SITE PLAN PHOTOMETRICS



anderson
architecture, inc.

399 CAMINO GARDENS BLVD
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V: 561.362.0220
F: 561.362.0224
www.andersonarchitecture.com

ERIC ANDERSON



A Site Plan Approval for:
Fort Lauderdale Hospitality Inc.

2460 West State Road 84
Dania Beach, Florida

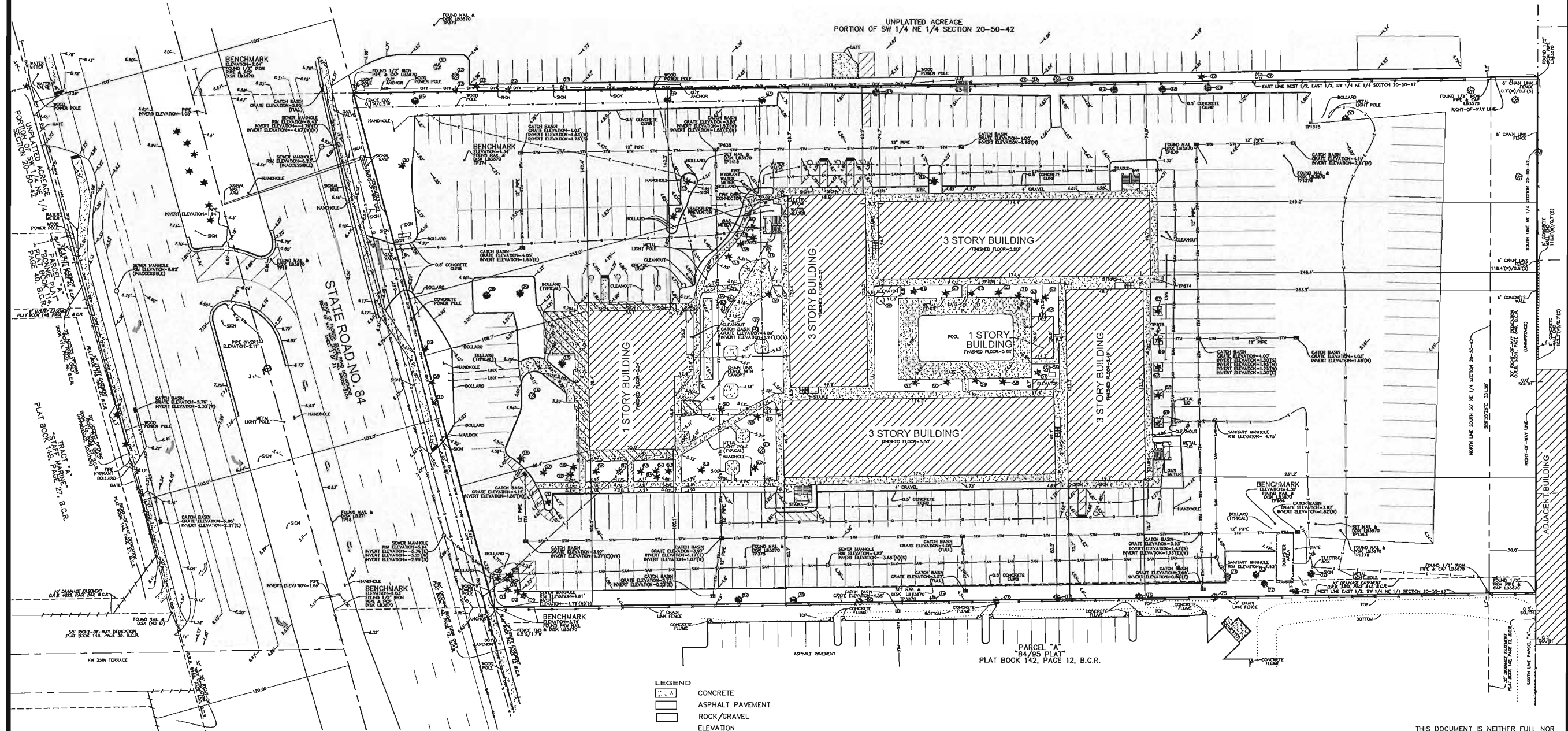
REVISION	DATE	BY	DESCRIPTION
1	04-08-2017	ERIC ANDERSON	DRG & OWNER REQUESTED REVISIONS

PROJECT NO: 6021-A-000-TS
DATE: 01/05/2017
SCALE: AS SHOWN

TITLE SHEET
TS

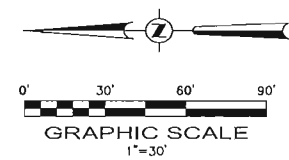
13 A
AA-C001997

RECEIVED
FEB 27 2018
Planning Department



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- LEGEND**
- CONCRETE
 - ASPHALT PAVEMENT
 - ROCK/GRAVEL
 - ELEVATION
 - OVERHEAD WIRES
 - UNDERGROUND ELECTRIC LINE
 - UNDERGROUND TELEPHONE LINE
 - UNDERGROUND WATER LINE
 - UNDERGROUND GAS LINE
 - UNDERGROUND STORM SEWER LINE
 - UNDERGROUND SANITARY SEWER LINE
 - UNDERGROUND UNKNOWN LINE
 - CENTERLINE
 - O.R.B. OFFICIAL RECORDS BOOK
 - TP TRAVERSE POINT (FOR FIELD INFORMATION ONLY)
 - PRM PERMANENT REFERENCE MONUMENT
 - TN TREE NUMBER
 - B.C.R. BROWARD COUNTY RECORD



THIS DOCUMENT IS NEITHER FULL NOR COMPLETE WITHOUT SHEETS 1 AND 2

DANIA 84 HOSPITALITY SITE
2460 STATE ROAD 84
DANIA BEACH, BROWARD COUNTY, FLORIDA

BOUNDARY AND TOPOGRAPHIC SURVEY

PLS

DRAWN BY: L.S.
CHECKED BY: J.F.P.

PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
TELEPHONE: (954) 572-1777
FAX: (954) 572-1778
E-MAIL: surveys@puliceandsurveyors.com
CERTIFICATE OF AUTHORIZATION LB#3870

SCALE: 1" = 30'
SURVEY DATE: 4/2/16

FILE: FORT LAUDERDALE HOSPITALITY, INC.
ORDER NO.: 61717

LEGAL DESCRIPTION:
THAT CERTAIN PARCEL OF LAND SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

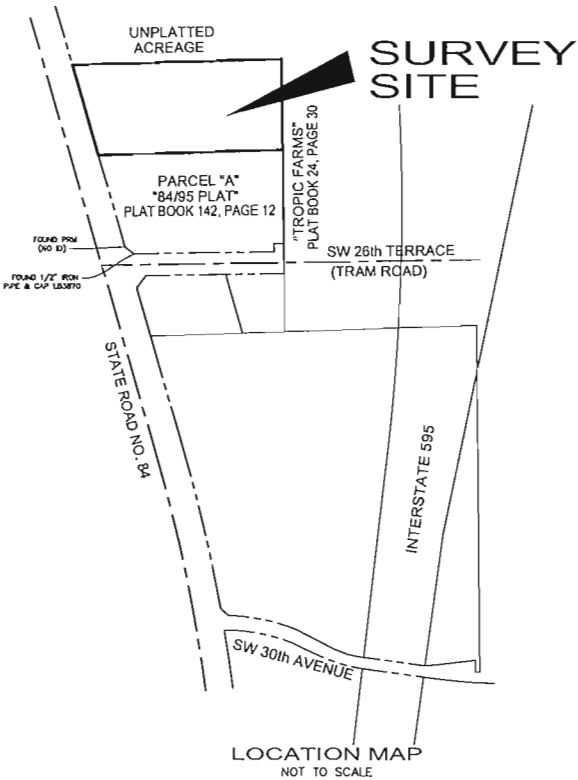
THAT PART OF THE WEST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER LYING SOUTH OF THE RIGHT-OF-WAY OF STATE ROAD 84 IN SECTION TWENTY (20), TOWNSHIP 50 SOUTH, RANGE FORTY-TWO (42) EAST.

NOTES:

- 1) THIS SITE CONTAINS 237,499 SQUARE FEET (5.4522 ACRES) MORE OR LESS.
- 2) ELEVATIONS ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988. BROWARD COUNTY BENCHMARK #5; =24.677 FEET.
- 3) FLOOD ZONE: AH; BASE FLOOD=6 FEET; PANEL #120034 D5584; MAP DATE: 8/18/14.
- 4) THIS SITE LIES IN SECTION 20, TOWNSHIP 50 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA.
- 5) BEARINGS ARE BASED ON THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD 84 BEING N74°40'19"W.
- 6) REASONABLE EFFORTS WERE MADE REGARDING THE EXISTENCE AND THE LOCATION OF UNDERGROUND UTILITIES. THIS FIRM, HOWEVER, DOES NOT ACCEPT RESPONSIBILITY FOR THIS INFORMATION. BEFORE EXCAVATION OR CONSTRUCTION CONTACT THE APPROPRIATE UTILITY COMPANIES FOR FIELD VERIFICATION.
- 7) THIS SURVEY IS CERTIFIED EXCLUSIVELY TO: FORT LAUDERDALE HOSPITALITY, INC.
- 8) THE HORIZONTAL POSITIONAL ACCURACY OF WELL DEFINED IMPROVEMENTS ON THIS SURVEY IS ±0.2'. THE VERTICAL ACCURACY OF ELEVATIONS OF WELL DEFINED IMPROVEMENTS ON THIS SURVEY IS ±0.1'.
- 9) THIS SITE CONTAINS 269 TOTAL PARKING SPACES (262 REGULAR & 7 HANDICAPPED).
- 10) THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF A COMMITMENT FOR TITLE INSURANCE. ONLY PLATTED OR KNOWN EASEMENTS ARE DEPICTED HEREON.

TREE TABLE

Tree Number	Common Name	Caliper	Canopy	Height
1	Palm Tree	5"	4'	16'
2	Palm Tree	5"	4'	10'
3	Palm Tree	10"	6'	7'
4	Palm Tree	13"	20'	19'
5	Palm Tree	14"	19'	14'
6	Palm Tree	10"	13'	18'
7	Palm Tree	10"	5'	18'
8	Palm Tree	10"	5'	18'
9	Palm Tree	10"	5'	19'
10	Palm Tree	3"	5'	6'
11	Mahogany	10"	16'	22'
12	Unknown Tree	10"	16'	19'
13	Palm Tree	12"	10'	15'
14	Ficus	8"	56'	39'
15	Cypress	18"	13'	22'
16	Areca Palm	48"	10'	12'
17	Palm Tree	6"	9'	10'
18	Unknown Tree	24"	20'	19'
19	Palm Tree	10"	19'	20'
20	Palm Tree	4"	5'	4'
21	Palm Tree	12"	13'	15'
22	Palm Tree	12"	12'	14'
23	Unknown Tree	4"	10'	13'
24	Mahogany	4"	10'	18'
25	Unknown Tree	4"	12'	15'
26	Unknown Tree	4"	20'	33'
27	Palm Tree	12"	12'	10'
28	Black Olive	15"	22'	25'
29	Black Olive	18"	22'	30'
30	Palm Tree	10"	6'	16'
31	Palm Tree	12"	13'	22'
32	Palm Tree	10"	12'	22'
33	Unknown Tree	4"	10'	10'
34	Unknown Tree	5"	13'	22'
35	Ficus	24"	33'	34'
36	Palm Tree	4"	12'	19'
37	Palm Tree	4"	12'	18'
38	Palm Tree	4"	12'	13'
39	Palm Tree	12"	13'	16'
40	Palm Tree	12"	12'	16'
41	Areca Palm	48"	15'	17'
42	Double Palm Tree	4"	10'	12'
43	Black Olive	18"	25'	35'
44	Black Olive	10"	13'	15'
45	Black Olive	15"	30'	35'
46	Black Olive	18"	25'	26'
47	Mahogany	15"	25'	29'
48	Mahogany	15"	20'	33'
49	Black Olive	18"	25'	33'
50	Black Olive	18"	30'	38'
51	Palm Tree	12"	13'	19'
52	Palm Tree	4"	4'	12'
53	Palm Tree	4"	4'	22'
54	Ficus	4"	13'	20'
55	Palm Tree	12"	13'	19'
56	Unknown Tree	6"	16'	22'
57	Palm Tree	4"	4'	18'
58	Palm Tree	12"	10'	19'
59	Palm Tree	12"	10'	19'
60	Palm Tree	12"	13'	19'
61	Palm Tree	12"	13'	19'
62	Palm Tree	12"	13'	19'
63	Palm Tree	12"	13'	19'
64	Palm Tree	12"	13'	19'
65	Palm Tree	4"	4'	8'
66	Palm Tree	4"	4'	8'
67	Palm Tree	4"	4'	8'
68	Palm Tree	4"	4'	8'
69	Palm Tree	4"	4'	8'
70	Cypress	13"	13'	29'
71	Black Olive	24"	40'	50'
72	Cypress	12"	10'	25'
73	Cypress	12"	10'	25'
74	Cypress	Dead		
75	Black Olive	24"	40'	52'
76	Black Olive	18"	23'	39'
77	Black Olive	13"	25'	35'
78	Black Olive	24"	36'	39'
79	Black Olive	24"	36'	39'
80	Black Olive	24"	33'	39'
81	Black Olive	12"	27'	33'
82	Black Olive	18"	40'	35'
83	Palm Tree	12"	13'	22'
84	Palm Tree	4"	12'	13'
85	Palm Tree	5"	13'	15'
86	Palm Tree	4"	10'	13'
87	Palm Tree	4"	5'	10'
88	Palm Tree	4"	5'	10'
89	Palm Tree	10"	6'	22'
90	Palm Tree	10"	18'	24'
91	Palm Tree	4"	12'	18'
92	Palm Tree	10"	13'	14'
93	Unknown Tree	4"	15'	22'
94	Unknown Tree	4"	16'	14'
95	Black Olive	24"	36'	39'
96	Schefflera	5"	14'	21'



CERTIFICATION:

I HEREBY CERTIFY: THAT THIS SKETCH OF SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES ("DOACS") CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

JOHN F. PULICE, PROFESSIONAL SURVEYOR AND MAPPER LS2691
CIBETH BURNS, PROFESSIONAL SURVEYOR AND MAPPER LS6136
STATE OF FLORIDA

SHEET 1 OF 2

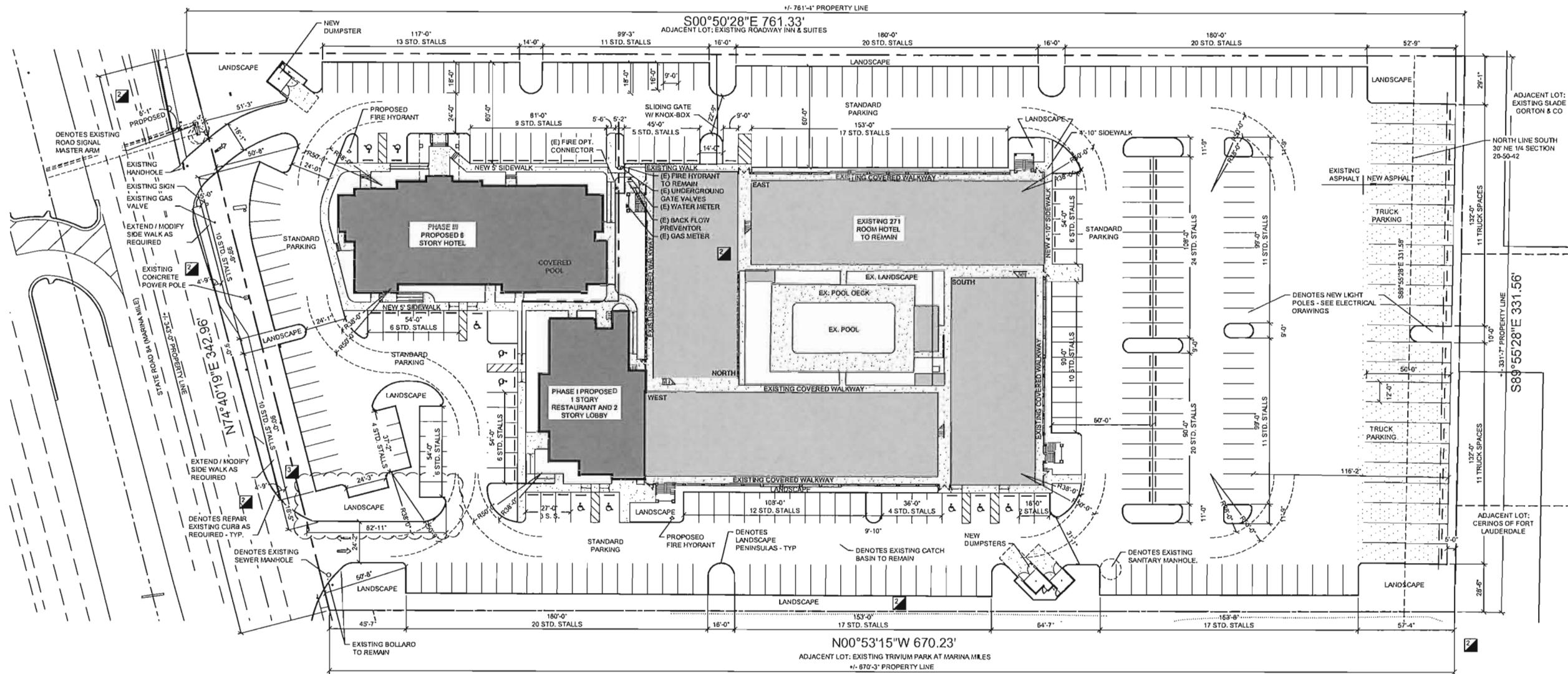
THIS DOCUMENT IS NEITHER FULL NOR COMPLETE WITHOUT SHEETS 1 AND 2

5			
4			
3	161712 UTILITIES LOCATION 8/27/18	W.D.	DANIA 84 HOSPITALITY SITE
2	20835 UPGRADE SURVEY 1/22/16	W.D.	2480 STATE ROAD 84
1	20863 ORIGINAL SURVEY 3/19/15	L.S.	DANIA BEACH, BROWARD COUNTY, FLORIDA
NO.	REVISIONS	BY	

BOUNDARY AND TOPOGRAPHIC SURVEY

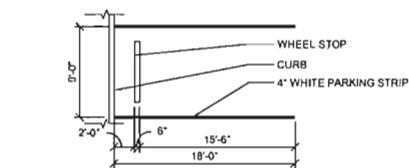
	PULICE LAND SURVEYORS, INC. 5381 NOB HILL ROAD SUNRISE, FLORIDA 33351 TELEPHONE: (954) 572-1777 FAX: (954) 572-1778 E-MAIL: survey@pulicelandsurveyors.com CERTIFICATE OF AUTHORIZATION LB#3870	
DRAWN BY: L.S. CHECKED BY: J.F.P.	SCALE: 1" = 30' SURVEY DATE: 4/2/16	FILE: FORT LAUDERDALE HOSPITALITY, INC. ORDER NO.: 81717

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ALL RIGHTS RESERVED. NO PART OF THIS SURVEY
MAY BE REPRODUCED, IN ANY FORM OR BY ANY
MEANS, WITHOUT PERMISSION IN WRITING FROM AN
OFFICER OF PULICE LAND SURVEYORS, INC.



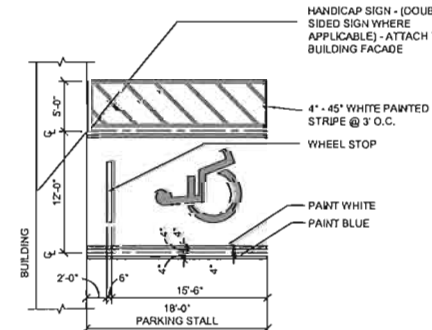
PROPOSED SITE PLAN

1/30"=1'-0"



TYPICAL PARKING SPACES

1/8" = 1'-0"



TYPICAL HANDICAP PARKING

1/8" = 1'-0"

- NOTES:
- NFPA 1-11.10 REQUIRES MINIMUM RADIO SIGNAL STRENGTH FOR FIRE DEPARTMENT COMMUNICATIONS TO BE MAINTAINED AT A LEVEL DETERMINED BY THE AHJ FOR ALL NEW AND EXISTING BUILDINGS.
 - THE OWNER'S REP OR GC SHALL CONDUCT A PRELIMINARY INITIAL ASSESSMENT TO DETERMINE IF THE MINIMUM RADIO SIGNALS STRENGTH FOR FIRE DEPARTMENT COMMUNICATION IS IN COMPLIANCE WITH BROWARD COUNTY STANDARDS.
 - PRIOR TO ANY TESTING, THE OCCUPANCY SHALL BE STRUCTURALLY COMPLETED WITH ALL INTERIOR PARTITIONS, WINDOWS AND DOORS INSTALLED.
 - AN ASSESSMENT WILL BE CONDUCTED BY THE OWNER'S REP OR GC TO DETERMINE IF THE MINIMUM RADIO SIGNALS STRENGTH FOR FIRE DEPARTMENT COMMUNICATION IS IN COMPLIANCE, IN ACCORDANCE WITH NFPA 1: 11.10.1 AND NFPA 72: 24.5.2.2.1 THROUGH 24.5.2.2.3.

SITE TABULATIONS:

SITE:	237,499 SF - 5.45 ACRES	
EXISTING HOTEL BUILDING FOOTPRINT:	31,015 SF	13% EXISTING
PROP. LOBBY ADDITION & RESTAURANT BUILDING FOOTPRINT:	5,141 SF	2% PROVIDED
PROPOSED HOTEL BUILDING FOOTPRINT:	9,410 SF	4% PROVIDED
TOTAL BUILDING FOOTPRINT:	45,565 SF	
EXISTING HOTEL OVERHANGS:	6,484 SF	2.7% EXISTING
PROP. LOBBY ADDITION & RESTAURANT OVERHANGS:	548 SF	0.2% PROVIDED
PROPOSED HOTEL OVERHANGS:	2,631 SF	1% PROVIDED
TOTAL OVERHANGS:	9,643 SF	
IMPERVIOUS: BUILDING + PAVED AREA + EX. POOL	197,300 SF	83% PROVIDED
PERVIOUS: GREEN AREA	40,199 SF	17% PROVIDED

ZONING:	COMMERCIAL - C-3
BLDG. SETBACKS:	10'-0" REQUIRED EAST : 48'-1" PROVIDED 10'-0" REQUIRED SOUTH : 48'-9" PROVIDED 10'-0" REQUIRED WEST : 78'-6" PROVIDED 10'-0" REQUIRED NORTH : 62'-10" PROVIDED
FOOTPRINT + OVERHANGS TOTAL COVERAGE BY ROOFED STRUCTURES:	55,208 SF 23% PROVIDED
PAVED AREA: SIDEWALK	14,312 SF 6% PROVIDED
OPEN SPACE: EX. POOL + DECK	4,447 SF 2% PROVIDED
PARKING LOT (VUA)	135,586 SF 57% OF SITE
PROPOSED LANDSCAPE (VUA)	20,434 SF 15% OF VUA

BUILDING AREAS (FOOTPRINT):

PROPOSED HOTEL		
FIRST FLOOR:	7,611 SF	0 ROOMS
SECOND FLOOR:	9,364 SF	20 ROOMS
THIRD FLOOR:	9,364 SF	20 ROOMS
FOURTH FLOOR:	9,364 SF	20 ROOMS
FIFTH FLOOR:	9,364 SF	20 ROOMS
SIXTH FLOOR:	9,364 SF	20 ROOMS
TOTAL	56,230 SF	100 ROOMS

PROPOSED LOBBY ADDITION

FIRST FL (NEW BUILDING ADDITION):	1,184 SF
FIRST FL (EXISTING AREA TO BE REMODELED):	995 SF
SECOND FL:	1,206 SF

PROPOSED RESTAURANT

TOTAL FIRST FL:	3,957 SF

PARKING INFORMATION:

REQUIRED PARKING BREAKDOWN:	
271 EX. GUEST ROOMS	271
100 PROPOSED GUEST ROOMS	100
NEW HOTEL ACCESSORY USES (1ST FL): 5,812 SF (REQD 10 PER 1,000 SF)	58
NEW LOBBY ACCESSORY USES: 1,184 SF (REQD 10 PER 1,000 SF)	11
PROPOSED RESTAURANT COSTUMER SERVICE AREA: 1,320 SF (REQD 1 PER 40 SF OF CSA)	33
REQUIRED	473
PROVIDED PARKING PROVIDED:	
PROVIDED	327
PROVIDED PARKING BREAKDOWN:	
HANDICAPPED (12' WIDE) (9 REQUIRED)	10
STANDARD (9'X18')	285
TRUCK (12'X50')	22
BICYCLE RACK	6

anderson
architecture, inc.

339 CANYON GARDENS BLVD.
SUITE 202
BOCA RATON, FLORIDA 33422
P: 561.541.0200
www.andersonarchitect.com

STATE OF FLORIDA
OFFICE OF
BROWARD COUNTY
COMMISSIONER
ERIC ANDERSON

A Site Plan Approval for:
Fort Lauderdale Hospitality Inc.
2460 West State Road 84
Dania Beach, Florida

DATE: 04-06-2017
BY: DRG & OWNER REQUESTED REVISIONS
DATE: 09-07-2017
BY: DRG REVISIONS
DATE: 01-22-2018
BY: DRG REQUESTED REVISIONS

PROJECT NO: 16-021
PROJECT: ERIC ANDERSON
PROJECT MANAGER: WF

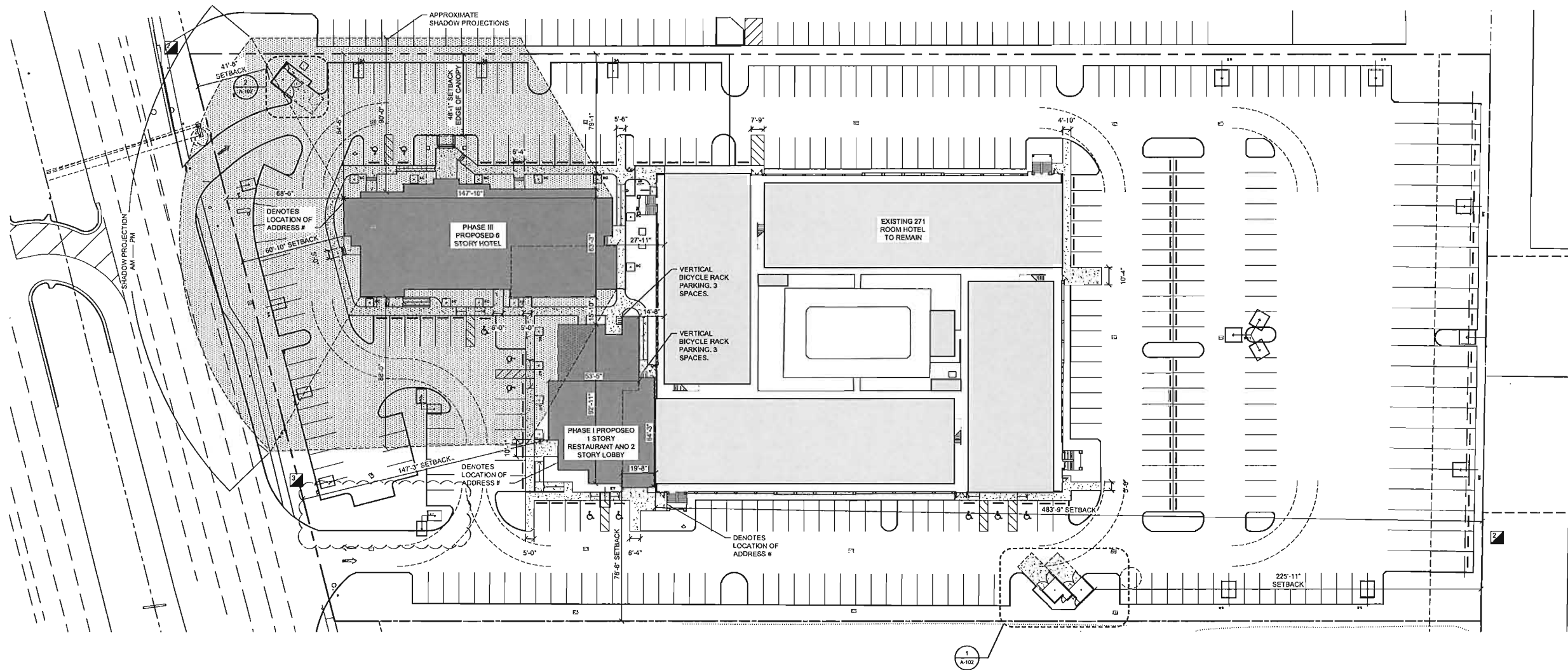
FILE NO: 6021-A-101-SP
DATE: 01/05/2017
TICKET:

PROPOSED
SITE PLAN

101

13 A

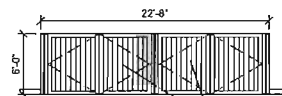
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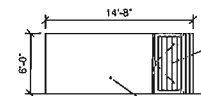
SITE PLAN - SUPPLEMENTAL
1/30"=1'-0"

SHADOW STUDY NOTE:

- THE DIAGRAM PRESENTED IS SHOWING THE APPROXIMATELY AREAS AFFECTED BY THE NEW HOTEL BUILDING SHADOWS THROUGHOUT THE DAY;
- DISTANCES AND AREAS MAY CHANGE DEPENDING OF THE TIME OF THE YEAR AND HOUR OF THE DAY;



A - EAST ELEVATION



B - WEST ELEVATION

STEEL GATES WITH DIAGONAL BRACING AND VERTICAL WOOD SLATS, HINGED TO 4"Ø CONCRETE FILLED STEEL PIPES - PAINT TO MATCH BUILDING EXTERIOR. PROVIDE GATE STOP WITH DROP PIN INTO PAVEMENT TO LIMIT SWING TO 90°

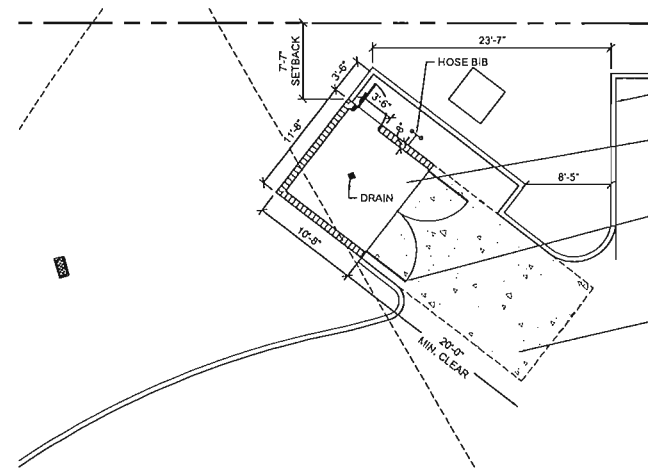
STEEL GATE WITH DIAGONAL BRACING AND VERTICAL WOOD SLATS - PAINT TO MATCH BUILDING EXTERIOR. PROVIDE GATE STOP WITH DROP PIN INTO PAVEMENT TO LIMIT SWING TO 90°

DENOTES LOCATION OF HOSE BIB

DUMPSTER ELEVATIONS

1/8" = 1'-0"

3
A-102

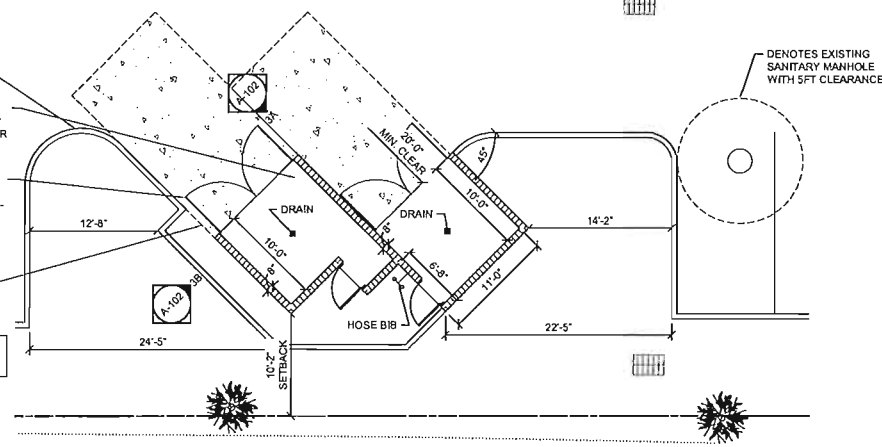


DUMPSTER / STORAGE DETAIL

1/8" = 1'-0"

2
A-102

- DENOTES 6" CONCRETE SLAB WITH 8X6X9/16" W.W.M. (DOUBLE 30" TYP. AT ALL PERIMETERS) OVER 6 M.I. VAPOR BARRIER ON WELL COMPACTED FILL
- DENOTES STEEL GATES WITH VERTICAL WOOD SLATS HINGED TO 4"Ø CONCRETE FILLED STEEL PIPES - PAINT TO MATCH BUILDING EXTERIOR. PROVIDE GATE STOP WITH DROP PIN INTO PAVEMENT TO LIMIT SWING TO 90°
- HEAVY DUTY CONCRETE PAD, EXTEND 20'-0" FROM DUMPSTER GATES - SLOPE TO FINISH GARDE
- PROVIDE SHRUBS AT THREE SIDES 24" MIN. HIGH @ 24" O.C. - REFER TO LANDSCAPE DRAWINGS FOR TYPE



DUMPSTER / STORAGE DETAIL

1/8" = 1'-0"

1
A-102

anderson
architecture, inc.

774 CAYMAN GARDENS BLVD.
SUITE 277
BOCA RATON, FL 33432
P: 561.342.2020
www.andersonarchitecture.com

ERIC ANDERSON
Professional Engineer
State of Florida
No. 120000000

A Site Plan Approval for:
Fort Lauderdale Hospitality Inc.
2480 West State Road 84
Dania Beach, Florida

DATE	DESCRIPTION	BY	FOR
04-06-2017	DRC & OWNER REQUESTED REVISIONS		
05-07-2017	DRC REVISIONS		
01-22-2018	FOOT REQUESTED REVISIONS		

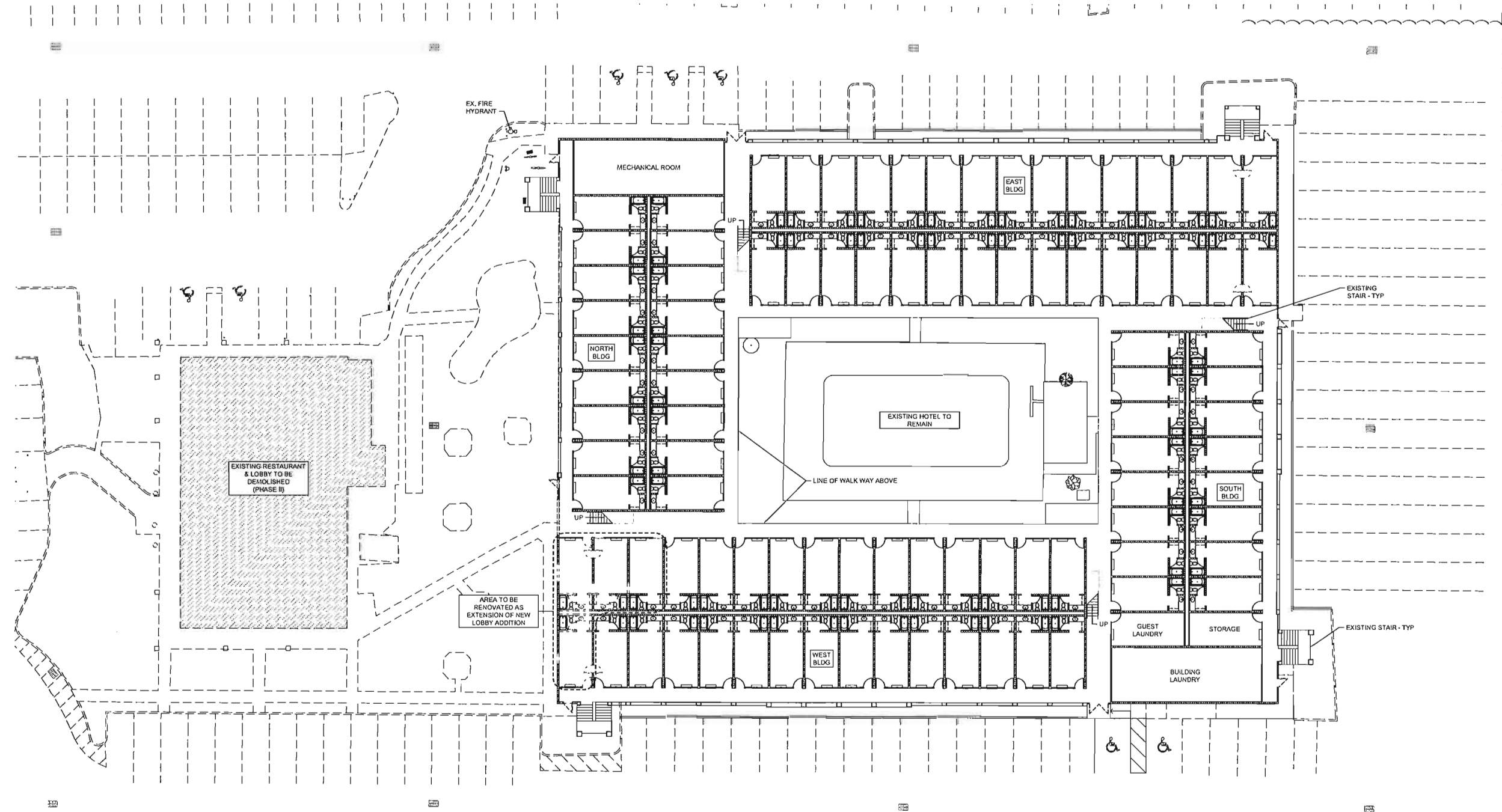
18-021
PROJECT: ERIC ANDERSON
PROJECT MANAGER: MF

FILE NAME: 6021-A-102-SP
DATE: 01/05/2017
SHEET: 102

PROPOSED
SITE PLAN
DETAILS

102

13 A
AA C001997



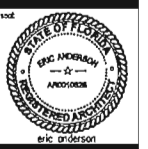
EXISTING HOTEL
1ST FLOOR PLAN
1/16"=1'-0"

anderson
architecture, inc.

199 CAPITAL GARDENS B.V.O.
SUITE 202
BOCA RATON, FLORIDA 33432
TEL: 561.342.0200

www.andersonarchitect.com

scale



A Site Plan Approval for:
Fort Lauderdale Hospitality Inc.

2450 West State Road 84
Dania Beach, Florida

revision	DATE	DESCRIPTION
1	04-06-2017	DRG & OWNER REQUESTED REVISIONS

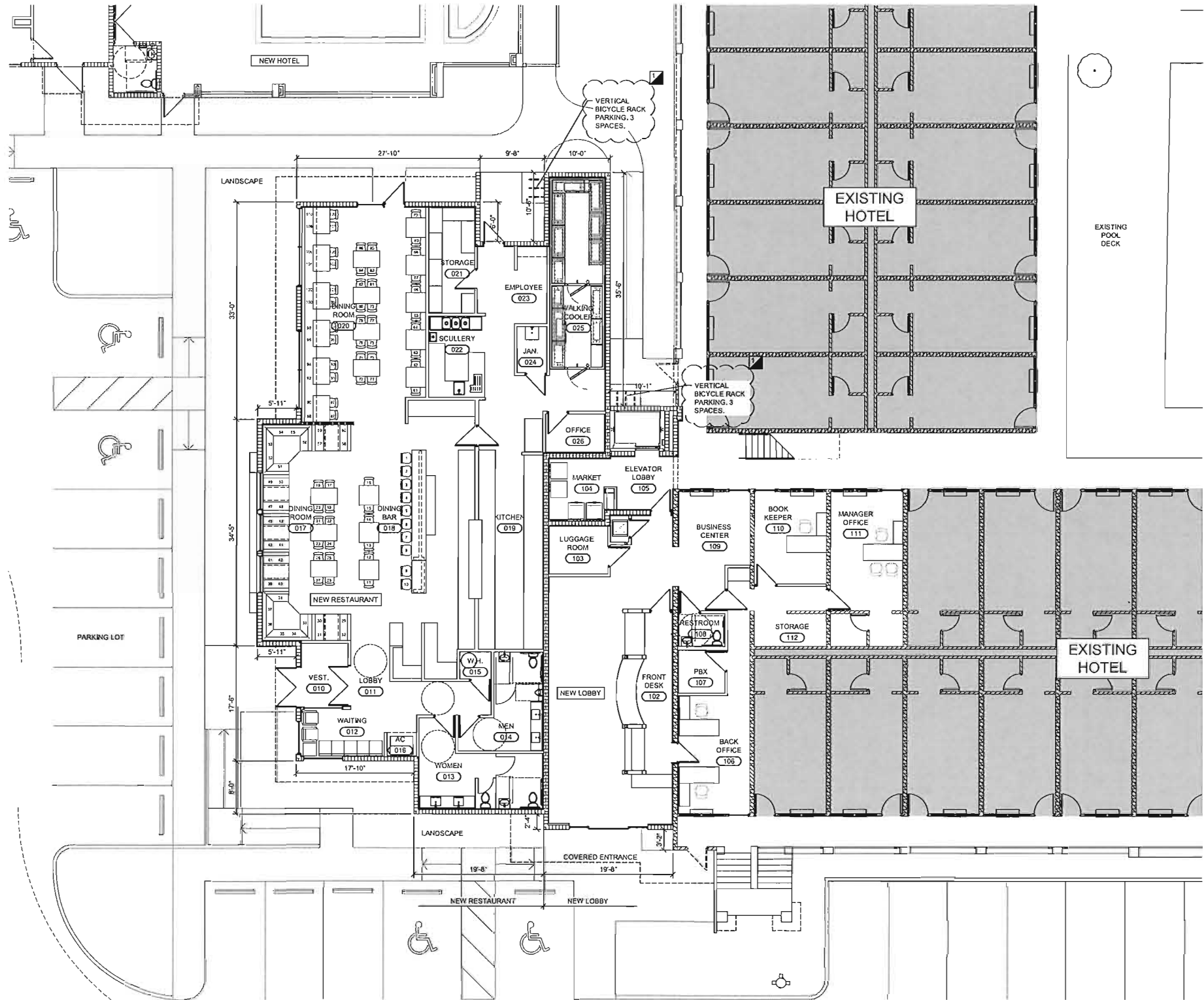
16-021
PROJECT: ERIC ANDERSON
PROJECT MANAGER: MF

FILE NAME:
5005-A-110-FPE
DATE:
01/05/2017

DESCRIPTION:
EXISTING
HOTEL
1ST FLOOR
DEMO PLAN

110

of 13 A
AA C001997



PROPOSED RESTAURANT
& LOBBY 1ST FLOOR PLAN
1/8"=1'-0"

BUILDING AREAS:	
RESTAURANT:	3,957 SF
LOBBY ACCESSORY (NEW ADDITION):	1,184 SF
LOBBY B.O.H. (EX. REMODEL):	995 SF
TOTAL:	2,179 SF

HOTEL ACCESSORY USES ARE FOR GUESTS ONLY

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architecture, inc.

229 CAYMAN GARDENS B.V.D.
SUITE 712
BOCA RATON, FLORIDA 33432
V: 561.347.0020
www.andersonarchitecture.com

eric anderson
ARCHITECT

A Site Plan Approval for:
Fort Lauderdale Hospitality Inc.

2460 West State Road 84
Dania Beach, Florida

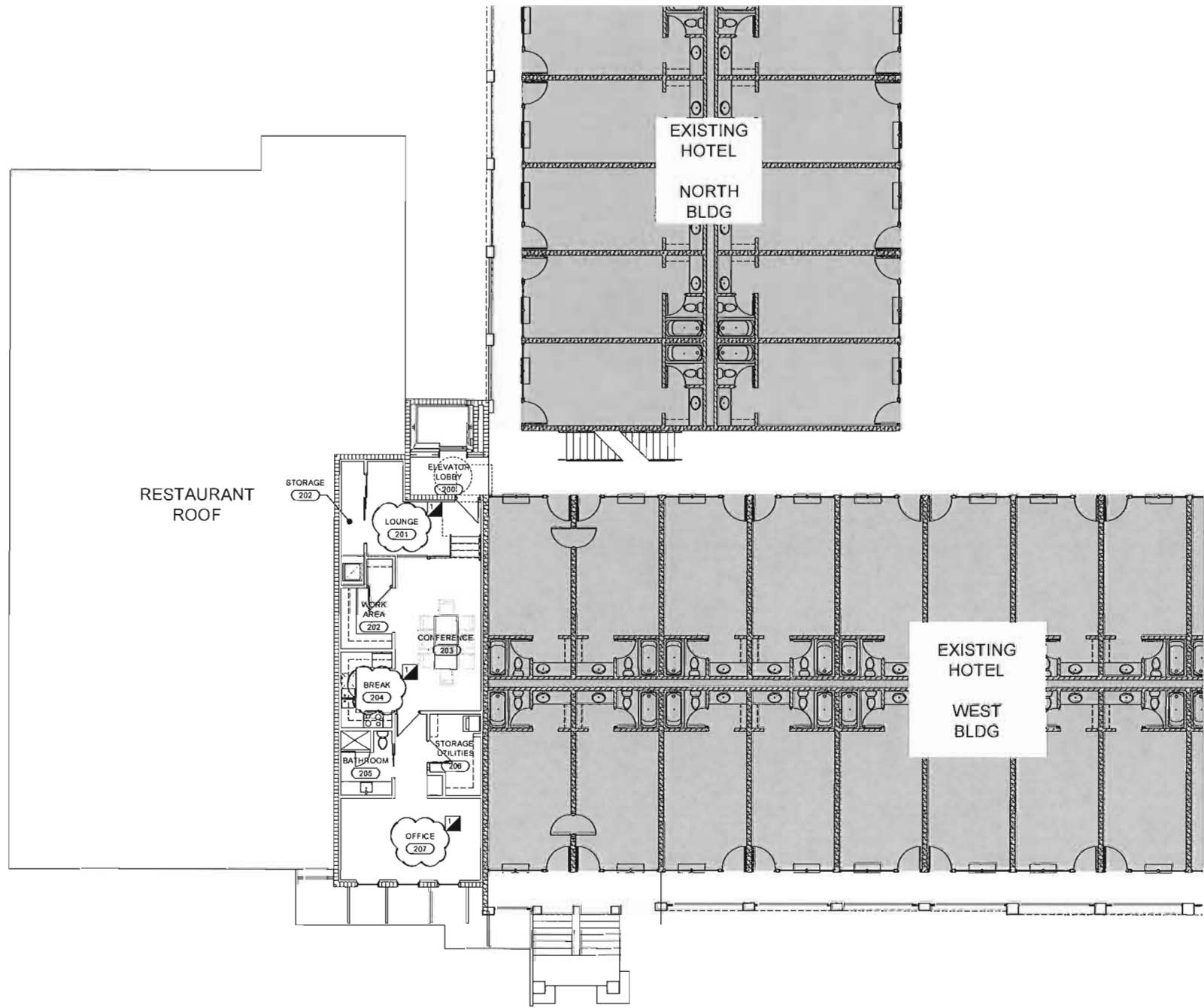
revision	16-021
date	04-06-2017
description	DRG & OWNER REQUESTED REVISIONS
project manager	MF
principal	ERIC ANDERSON
file name	5005-A-111-FP1
date	01/05/2017
title	PROPOSED RESTAURANT & LOBBY FIRST FLOOR PLAN

111

13A

AA C001997

PROPOSED LOBBY
SECOND FLOOR PLAN
1/8"=1'-0"



BUILDING AREAS:
LOBBY'S OFFICE.....1,206 SF
(NEW ADDITION 2ND FLOOR)

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309 CANNON GARDENS BLVD
SUITE 202
BOCA RATON, FLORIDA 33432
V. 561.363.0200

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DATE: 01/05/2017



A Site Plan Approval for:
Fort Lauderdale Hospitality Inc.

2460 West State Road 54
Dania Beach, Florida

revision	DATE	DESCRIPTION
1	04-05-2017	DIRC & OWNER REQUESTED REVISIONS

correction: 16-021
project: ERIC ANDERSON
project manager: MF

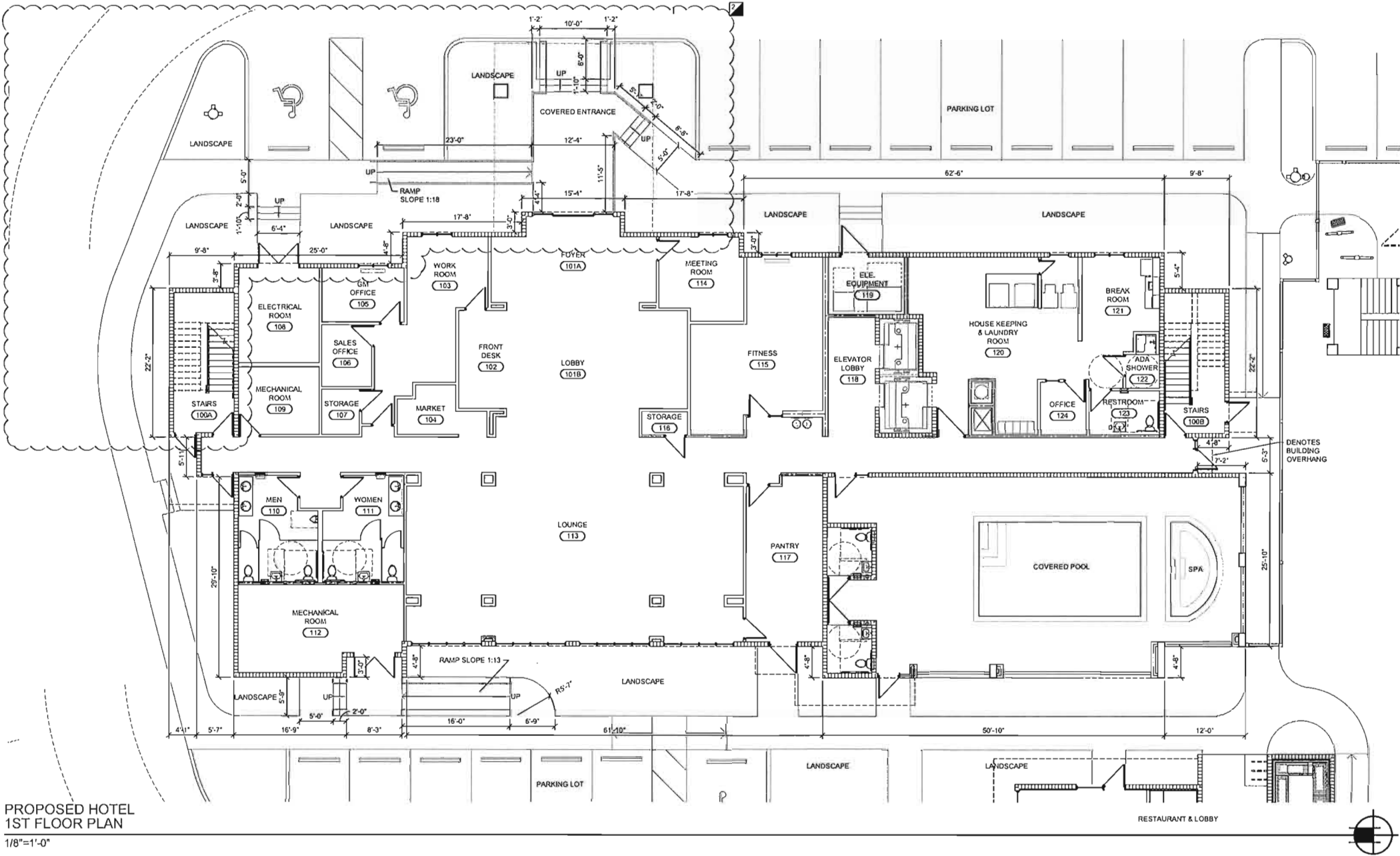
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date: 01/05/2017

title: PROPOSED LOBBY SECOND FLOOR PLAN

112

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AA C001997



PROPOSED HOTEL
1ST FLOOR PLAN
1/8"=1'-0"

BUILDING AREAS:	
NEW HOTEL 1ST FLOOR B.O.H.	3,355 SF
NEW HOTEL 1ST FLOOR ACCESSORY	4,250 SF
COVERED POOL	1,799 SF
TOTAL	9,410 SF

HOTEL ACCESSORY USES ARE FOR GUESTS ONLY

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1700 CAMPUS GARDENS BLDG.
SUITE 200
BOCA RATON, FLORIDA 33432
V: 561.341.2020
www.andersonarchitect.com

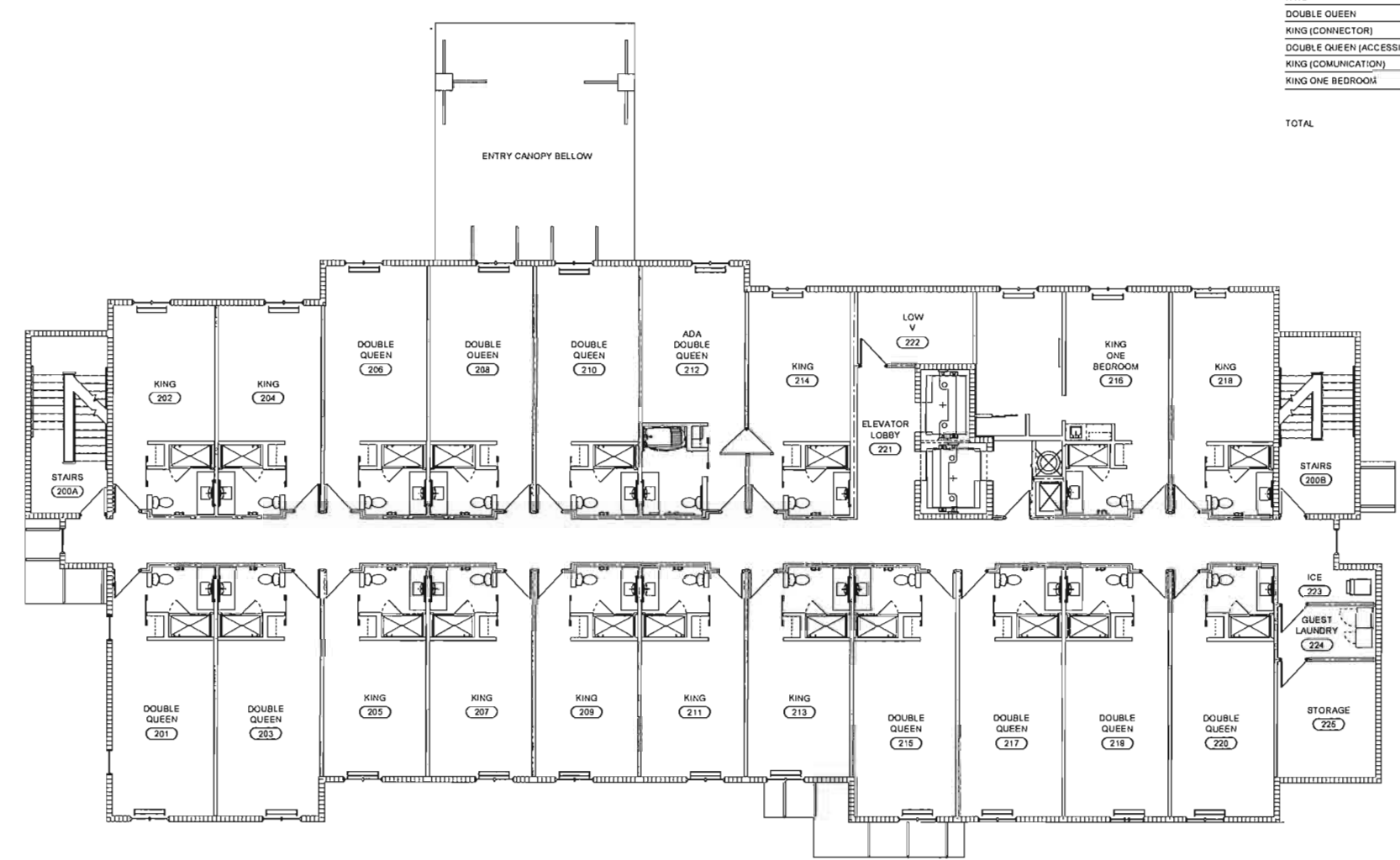
cora/furb

and

STATE OF FLORIDA
ERIC ANDERSON
ARCHITECT
REGISTERED ARCHITECT
ERIC ANDERSON

A Site Plan Approval for:
Fort Lauderdale Hospitality Inc.
2400 West State Road 84
Dania Beach, Florida

revision	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466	467	468	469	470	471	472	473	474	475	476	477	478	479	480	481	482	483	484	485	486	487	488	489	490	491	492	493	494	495	496	497	498	499	500	501	502	503	504	505	506	507	508	509	510	511	512	513	514	515	516	517	518	519	520	521	522	523	524	525	526	527	528	529	530	531	532	533	534	535	536	537	538	539	540	541	542	543	544	545	546	547	548	549	550	551	552	553	554	555	556	557	558	559	560	561	562	563	564	565	566	567	568	569	570	571	572	573	574	575	576	577	578	579	580	581	582	583	584	585	586	587	588	589	590	591	592	593	594	595	596	597	598	599	600	601	602	603	604	605	606	607	608	609	610	611	612	613	614	615	616	617	618	619	620	621	622	623	624	625	626	627	628	629	630	631	632	633	634	635	636	637	638	639	640	641	642	643	644	645	646	647	648	649	650	651	652	653	654	655	656	657	658	659	660	661	662	663	664	665	666	667	668	669	670	671	672	673	674	675	676	677	678	679	680	681	682	683	684	685	686	687	688	689	690	691	692	693	694	695	696	697	698	699	700	701	702	703	704	705	706	707	708	709	710	711	712	713	714	715	716	717	718	719	720	721	722	723	724	725	726	727	728	729	730	731	732	733	734	735	736	737	738	739	740	741	742	743	744	745	746	747	748	749	750	751	752	753	754	755	756	757	758	759	760	761	762	763	764	765	766	767	768	769	770	771	772	773	774	775	776	777	778	779	780	781	782	783	784	785	786	787	788	789	790	791	792	793	794	795	796	797	798	799	800	801	802	803	804	805	806	807	808	809	810	811	812	813	814	815	816	817	818	819	820	821	822	823	824	825	826	827	828	829	830	831	832	833	834	835	836	837	838	839	840	841	842	843	844	845	846	847	848	849	850	851	852	853	854	855	856	857	858	859	860	861	862	863	864	865	866	867	868	869	870	871	872	873	874	875	876	877	878	879	880	881	882	883	884	885	886	887	888	889	890	891	892	893	894	895	896	897	898	899	900	901	902	903	904	905	906	907	908	909	910	911	912	913	914	915	916	917	918	919	920	921	922	923	924	925	926	927	928	929	930	931	932	933	934	935	936	937	938	939	940	941	942	943	944	945	946	947	948	949	950	951	952	953	954	955	956	957	958	959	960	961	962	963	964	965	966	967	968	969	970	971	972	973	974	975	976	977	978	979	980	981	982	983	984	985	986	987	988	989	990	991	992	993	994	995	996	997	998	999	1000	1001	1002	1003	1004	1005	1006	1007	1008	1009	1010	1011	1012	1013	1014	1015	1016	1017	1018	1019	1020	1021	1022	1023	1024	1025	1026	1027	1028	1029	1030	1031	1032	1033	1034	1035	1036	1037	1038	1039	1040	1041	1042	1043	1044	1045	1046	1047	1048	1049	1050	1051	1052	1053	1054	1055	1056	1057	1058	1059	1060	1061	1062	1063	1064	1065	1066	1067	1068	1069	1070	1071	1072	1073	1074	1075	1076	1077	1078	1079	1080	1081	1082	1083	1084	1085	1086	1087	1088	1089	1090	1091	1092	1093	1094	1095	1096	1097	1098	1099	1100	1101	1102	1103	1104	1105	1106	1107	1108	1109	1110	1111	1112	1113	1114	1115	1116	1117	1118	1119	1120	1121	1122	1123	1124	1125	1126	1127	1128	1129	1130	1131	1132	1133	1134	1135	1136	1137	1138	1139	1140	1141	1142	1143	1144	1145	1146	1147	1148	1149	1150	1151	1152	1153	1154	1155	1156	1157	1158	1159	1160	1161	1162	1163	1164	1165	1166	1167	1168	1169	1170	1171	1172	1173	1174	1175	1176	1177	1178	1179	1180	1181	1182	1183	1184	1185	1186	1187	1188	1189	1190	1191	1192	1193	1194	1195	1196	1197	1198	1199	1200	1201	1202	1203	1204	1205	1206	1207	1208	1209	1210	1211	1212	1213	1214	1215	1216	1217	1218	1219	122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PROPOSED HOTEL
TYPICAL FLOOR PLAN
1/8"=1'-0"

UNIT TYPES:

FLOOR	2	3	4	5	6	TOTAL
KING	8	7	8	8	8	39
DOUBLE QUEEN	9	9	9	9	9	45
KING (CONNECTOR)	1	1	1	1	1	5
DOUBLE QUEEN (ACCESSIBLE)	1	1	1	1	1	5
KING (COMMUNICATION)		1				1
KING ONE BEDROOM	1	1	1	1	1	5

TOTAL	20	20	20	20	20	100

BUILDING AREAS:

NEW HOTEL TYP. FLOOR.....9,364 SF

anderson
architecture, inc.

235 CANAL GARDENS BLVD
SUITE 202
BOCA RATON FLORIDA 33433
V 561 362 0700
www.andersonarchitects.com

ERIC ANDERSON
ARCHITECT
REGISTERED PROFESSIONAL
ERIC ANDERSON

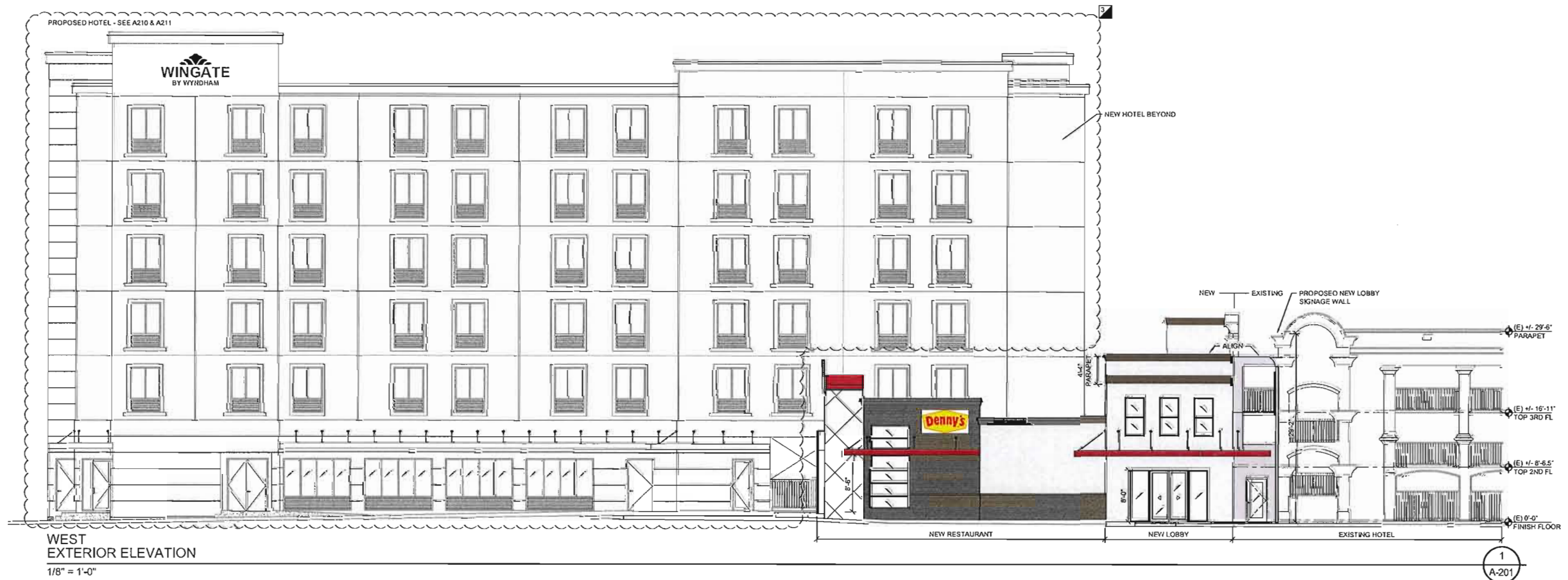
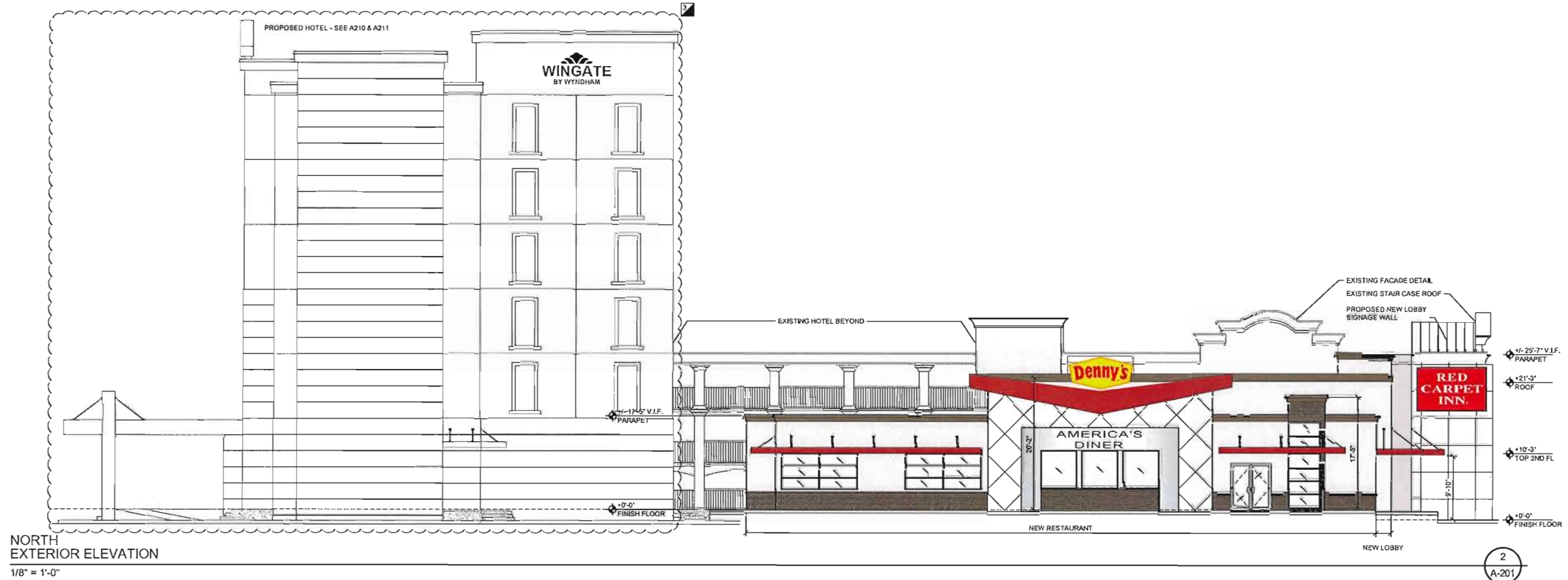
A Site Plan Approval for:
Fort Lauderdale Hospitality Inc.
2460 West State Road 84
Dania Beach, Florida

revision	DRG & OWNER REQUESTED REVISIONS
date	04-08-2017
drawn by	
checked by	
approved by	

16-021
designed by: ERIC ANDERSON
project manager: MF
file name: 5005-A-122-FP2
date: 01/05/2017
title: PROPOSED HOTEL TYPICAL FLOOR PLAN

122

sheet: 13 A
AA C001997



399 CANTON GARDENS B.V.D.
SUITE 203
BOCA RATON, FLORIDA 33432
V: 561.313.2020

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consultant



A Site Plan Approval for:
Fort Lauderdale Hospitality Inc.
2460 West State Road 84
Dania Beach, Florida

revision	DATE	DESCRIPTION
1	01-22-2018	DRG REQUESTED REVISIONS
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18-021
ERIC ANDERSON
MF

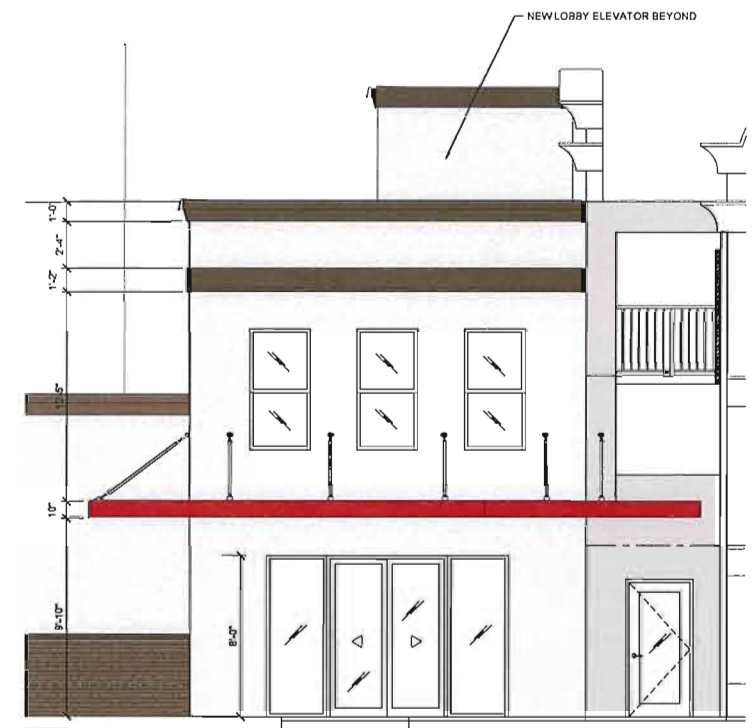
5005-A-201-EE
01/05/2017
NORTH & WEST
EXTERIOR
ELEVATIONS

201
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AA C001997



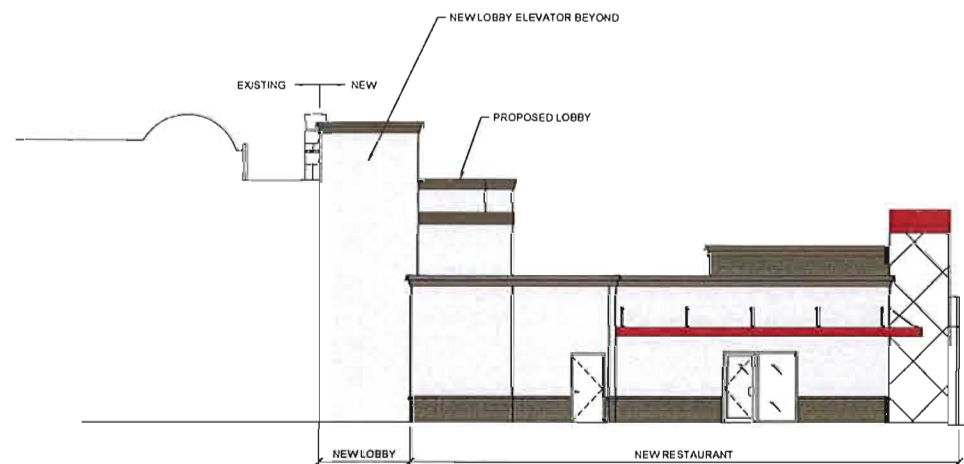
RESTAURANT ENLARGEMENT
NORTH ELEVATION
1/4" = 1'-0"

3
A-202



LOBBY ENLARGEMENT
WEST ELEVATION
1/4" = 1'-0"

2
A-202



EAST
EXTERIOR ELEVATION
1/8" = 1'-0"

1
A-202

anderson
architecture, inc.

304 CANNON GARDENS BLVD
SUITE 202
BOCA RATON, FLORIDA 33433
V 561.367.0700
www.andersonarchitect.com

A Site Plan Approval for:
Fort Lauderdale Hospitality Inc.
2460 West State Road 84
Dania Beach, Florida

revision	description	date
1	DRC & OWNER REQUESTED REVISIONS	04-06-2017

connection: 16-021

principal: ERIC ANDERSON

project manager: MF

file name: 5005-A-202-EE

date: 01/05/2017

title: EAST EXTERIOR ELEVATIONS

202

13 A

AA C001997

COLOR LEGEND	
	COLOR A (SW #TBD)
	COLOR B (SW #TBD)
	COLOR C (SW #TBD)
	COLOR C (SW #TBD)

- +73'-10" TOP OF PARAPET
- +69'-0" TOP OF PARAPET
- +64'-0" TOP OF ROOF SLAB
- +54'-0" TOP OF 6TH FLOOR SLAB
- +44'-0" TOP OF 5TH FLOOR SLAB
- +34'-0" TOP OF 4TH FLOOR SLAB
- +24'-0" TOP OF 3RD FLOOR SLAB
- +14'-0" TOP OF 2ND FLOOR SLAB
- +0'-0" FINISH FLOOR

**NORTH
EXTERIOR ELEVATION**
1/8" = 1'-0"



- +75'-8" TOP OF PARAPET
- +69'-6" TOP OF PARAPET
- +64'-0" TOP OF ROOF SLAB
- +54'-0" TOP OF 6TH FLOOR SLAB
- +44'-0" TOP OF 5TH FLOOR SLAB
- +34'-0" TOP OF 4TH FLOOR SLAB
- +24'-0" TOP OF 3RD FLOOR SLAB
- +14'-0" TOP OF 2ND FLOOR SLAB
- +0'-0" FINISH FLOOR

**EAST
EXTERIOR ELEVATION**
1/8" = 1'-0"





299 CAMINO GARDENS BLVD.
SUITE 202
BOCA RATON, FLORIDA 33422
TEL: 561.362.8220
WWW.ANDERSONARCHITECTURE.COM



A Site Plan Approval for:
Fort Lauderdale Hospitality Inc.
2460 West State Road 84
Dania Beach, Florida

DATE	REVISION
04-06-2017	DRC & OWNER REQUESTED REVISIONS
10-12-2017	DRC & OWNER REQUESTED REVISIONS
01-22-2018	DRC REQUESTED REVISIONS

PROJECT NO: 16-021

DESIGNER: ERIC ANDERSON

PROJECT MONITOR: MF

FILE NAME: 5005-A-210-EE

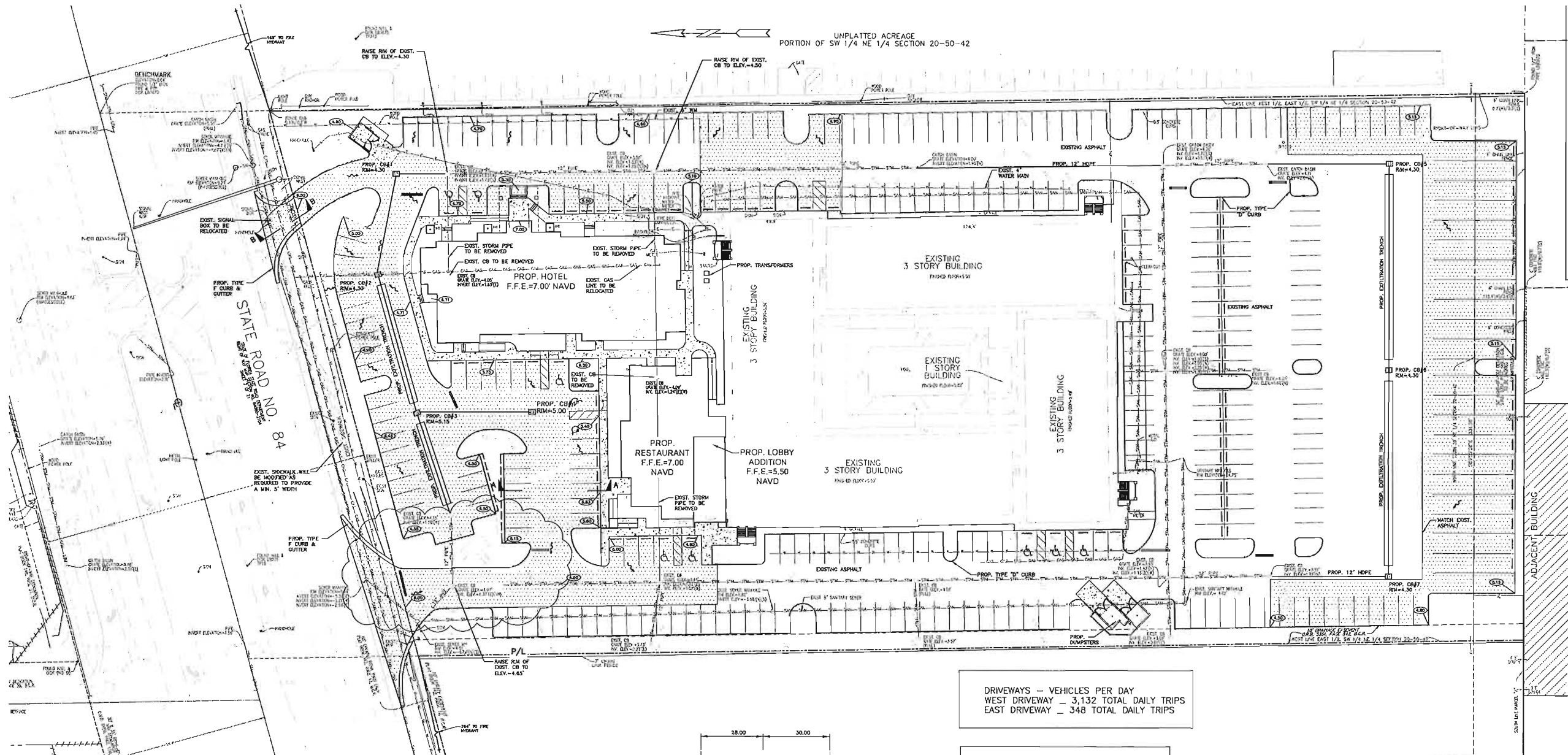
DATE: 01/05/2017

TITLE: NORTH & EAST EXTERIOR ELEVATIONS

210

of 13 A

AA 0001997



ELEVATIONS ARE REFERENCED IN NAVD 1988

DRIVEWAYS - VEHICLES PER DAY
WEST DRIVEWAY - 3,132 TOTAL DAILY TRIPS
EAST DRIVEWAY - 348 TOTAL DAILY TRIPS

GENERAL NOTES:

1. REFER TO ELECTRICAL & LIGHTING PLANS FOR DEMOLITION/RELOCATION OF EXISTING LIGHT POLES & ALL ELECTRICAL ITEMS THAT CONFLICTS WITH NEW CONSTRUCTION.
2. CONTRACTOR TO LOCATE EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION. AVOID CONFLICT WITH NEW CONSTRUCTION AS REQUIRED. CONTRACTOR RESPONSIBLE FOR RELOCATING EXIST. UTILITIES AS REQUIRED.
3. CONTRACTOR RESPONSIBLE FOR REPAIRING ANY ASPHALT, CURBS & LANDSCAPING DAMAGED DURING CONSTRUCTION TO MATCH EXISTING.
4. INSTALL POLLUTION RETARDANT Baffles (PRB) ON ALL DRAINAGE STRUCTURES CONNECTED TO EXFILTRATION TRENCH SYSTEM (ON SIDE CONNECTED TO EXFILTRATION TRENCH SYSTEM).
5. CONTRACTOR TO FIELD VERIFY ALL GRADES PRIOR TO CONSTRUCTION.
6. CONTRACTOR TO RAISE/ADJUST EXISTING MANHOLES AND OTHER UTILITY STRUCTURES AS REQUIRED TO MEET NEW GRADES.
7. REFER TO ARCHITECTURAL PLANS FOR ALL SITE DIMENSIONS.

FEMA BASE FLOOD ELEVATION IS 6.00' NAVD.
FINISHED FLOOR ELEVATIONS OF NEW BUILDINGS TO BE 7.00' NAVD

LEGEND

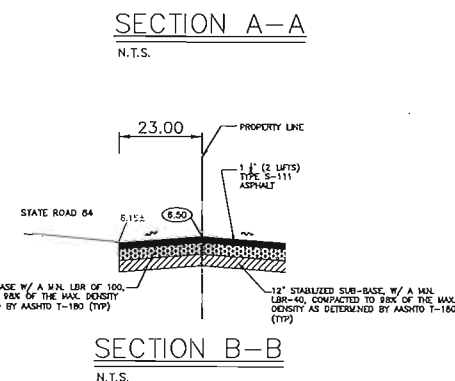
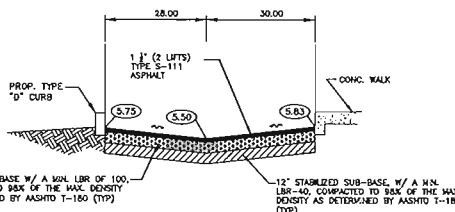
PROPOSED ASPHALT	EXISTING PIPING AND APPURTENANCES
PROPOSED CONCRETE	EXISTING BACKFLOW PREVENTOR
PROPOSED ELEVATION	EXISTING CATCH BASIN
PROPOSED SURFACE FLOW	EXISTING CLEANOUT
PROPOSED PIPING	EXISTING ELEVATION
PROPOSED WATER METER	EXISTING GAS METER
PROPOSED BACKFLOW PREVENTER	EXISTING GREASE TRAP
PROPOSED DDCV	EXISTING CONCRETE LIGHT POLE
PROPOSED FIRE HYDRANT	EXISTING MANHOLE (AS DESIGNATED)
PROPOSED FIRE DEPARTMENT CONNECTION	EXISTING MONITORING WELL
T.O.W. TOP OF WALL	EXISTING SIGN (AS INDICATED)
T.O.C. TOP OF CURB	EXISTING VALVE BOX
	EXISTING WATER METER
	EXISTING WOOD POWER POLE
	EXISTING FENCE

PAVING, GRADING AND DRAINAGE

SCALE: 1"=30'



LOCATION MAP
NOT TO SCALE



ANDERSON architecture, inc.

2150 EAST 10TH AVENUE
SUITE 200
FORT LAUDERDALE, FLORIDA 33305
954.350.1000
www.andersonarchitectural.com

HOLLAND ENGINEERING INC.

2150 EAST 10TH AVENUE
SUITE 200
FORT LAUDERDALE, FLORIDA 33305
954.350.1000
www.holland-engineering.com

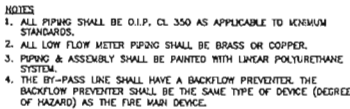
FORT LAUDERDALE HOSPITALITY INC.

2460 West State Road 84
Dania Beach, Florida

15-007
ERIC ANDERSON
MF
6021-C-1
01/05/17

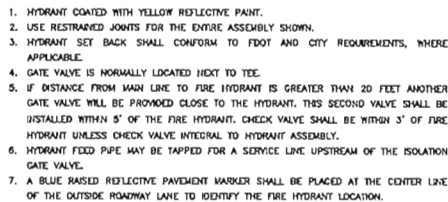
PAVING
GRADING
AND
DRAINAGE

C-1
4 C
AA C001997



WATER MAIN NOTES

- ALL WATER MAINS SHALL BE DESIGNED FOR A MAXIMUM WORKING PRESSURE OF 150 PSI.
2. PVC PIPE SHALL BE ASTM 1120 PRESSURE PIPE WITH IRON D.O., CLASS 150 (OR 18), CONFORMING TO ANSI/ANRPA C900-97 OR C905-97 AND SHALL HAVE PUSH RUBBER GASKET JOINTS.
3. DPF SHALL BE CLASS 350 WALL THICKNESS (UP TO 12"), CLASS 300 (14"-18"), CLASS 250 (20" OR GREATER) WITH INTERIOR JOINT LIVING AND EXTERIOR COAT COATING CONFORMING TO ANSI/ANRPA C115/A21.51-96, OR LATEST REVISION, SODAGE PIPE, EITHER DOUBLE CEMENT COATING CONFORMING TO ANSI/ANRPA C104/A21.4-95 OR LATEST REVISION, OR SODAGE PIPE, OR LATEST REVISION, CONFORMING TO ANSI/ANRPA C105/A21.5-93 OR LATEST REVISION, OR APPROVED EQUAL. THE PIPE SHALL WITHSTAND A WORKING PRESSURE OF 350 PSI. THE JOINTS SHALL BE BELL AND SPOUT JOINTS OR TYPE "X" JOINTS OR FLANGED, FLANGED JOINTS SHALL CONFORM WITH THE PHYSICAL AND CHEMICAL REQUIREMENTS AS SET FORTH IN THE HANDBOOK OF DUCTILE IRON PIPE OF THE CAST IRON PIPE RESEARCH ASSOCIATION.
3. MINIMUM DEPTH OVER WATER MAINS SHALL BE 36". MINIMUM DEPTH OVER DPF WATER MAINS SHALL BE 30".
4. THE COMPLETE WATER SYSTEM SHALL BE PRESSURE TESTED AND DE-aERATED. THE PRESSURE TEST SHALL BE FOR TWO HOURS AT 150 PSI MINIMUM TEST PRESSURE IN ACCORDANCE WITH ANSI/ANRPA C900-97 OR C905-97. THE PRESSURE TEST SHALL NOT VARY MORE THAN 5 PSI DURING THE TEST. LEAKAGE ALLOWANCES WILL NOT BE ALLOWED FOR ANY FITTINGS OR VALVES.
5. ALLOWABLE LEAKAGE SHALL NOT EXCEED THE FORMULA OF:
- $$L = \frac{3.0 (D)^{0.5}}{145,000}$$
- L = ALLOWABLE LEAKAGE IN GALS/HR
D = DIAMETER OF PIPE (IN) (NO ALLOWANCE FOR VALVES)
L = LENGTH OF PIPE TESTED IN FEET
P = NOMINAL DRAINAGE OF PIPE
P = AVERAGE TEST PRESSURE DURING TEST IN LBS/50 IN.
6. THE PRESSURE TEST SHALL BE WITNESSED BY A REPRESENTATIVE OF THE CITY & THE ENGINEER OF RECORD.
7. THE WATER SYSTEM SHALL BE CLEANED AND TESTED. ALL HYDROSTATIC TESTING AND DE-aERATION SHALL BE MADE IN ACCORDANCE WITH ANSI/ANRPA C851-95, OR LATEST REVISIONS.
8. ALL PIPE & PIPE FITTINGS INSTALLED UNDER THIS PROJECT WILL BE COLOR CODED OR MARKED IN ACCORDANCE WITH SUBPARAGRAPH 62-555.302(2)(b)3, F.A.C., USING BLUE AS A PREDOMINANT COLOR. COLOR CODED STRIPS PIPE WILL BE SOLID-WALL PIPE. BLUE PIPE WILL HAVE A CO-ORDINATED BLUE EXTERNAL SHOD, OR WILL BE WHITE OR BLACK PIPE WITH BLUE STRIPES INCORPORATED INTO, OR APPLIED INTO, THE PIPE WALL, AND UNDERGROUND METAL OR CONCRETE PIPE WILL HAVE BLUE STRIPES APPLIED TO THE PIPE WALL. PIPE STRIPES DURING MANUFACTURING OF THE PIPE WALL HAVE CONTINUOUS STRIPES THAT RUN PARALLEL TO THE AXES OF THE PIPE, THAT ARE LOCATED AT NO GREATER THAN 12" ON CENTER. THE STRIPES SHALL BE APPLIED IN ACCORDANCE WITH THE INSTALLATION OF THE PIPE. IF TAPE OR PAINT IS USED TO STRIKE PIPE DURING INSTALLATION OF P.P.E. THE TAPE OR PAINT WILL BE APPLIED IN A CONTINUOUS LINE THAT RUNS PARALLEL TO THE TOP OF THE PIPE AND THAT IS LOCATED ALONG THE TOP OF THE PIPE FOR STRIPES WITH AN INTERNAL COATING. IF TAPE OR PAINT IS USED TO STRIKE PIPE, IT SHALL BE APPLIED IN CONTINUOUS LINES ALONG EACH SIDE OF THE PIPE AS WELL AS ALONG THE TOP OF THE PIPE. UNDERGROUND PIPE WILL BE PAINTED BLUE PIPE WILL BE COLOR CODED OR MARKED (SEE UNDERGROUND PIPE).



HORIZONTAL				
	11" - 80" NO. 1	TEE	GROSS	VALVE OR DEAD END
VERTICAL				
	11" - 80" NO. 1	TEE	GROSS	VALVE OR DEAD END
* CROSSES SHALL BE RESTRAINED IN ALL DIRECTIONS				
HORIZONTAL/VERTICAL UP L (FEET)				
Diameter	11"	24"	48"	96"
4	2	3	4	5
6	3	4	5	6
8	4	5	6	7
10	5	6	7	8
12	6	7	8	9
14	7	8	9	10
16	8	9	10	11
18	9	10	11	12
20	10	11	12	13
22	11	12	13	14
24	12	13	14	15
26	13	14	15	16
28	14	15	16	17
30	15	16	17	18
32	16	17	18	19
34	17	18	19	20
36	18	19	20	21
38	19	20	21	22
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42	21	22	23	24
44	22	23	24	25
46	23	24	25	26
48	24	25	26	27
50	25	26	27	28
52	26	27	28	29
54	27	28	29	30
56	28	29	30	31
58	29	30	31	32
60	30	31	32	33
62	31	32	33	34
64	32	33	34	35
66	33	34	35	36
68	34	35	36	37
70	35	36	37	38
72	36	37	38	39
74	37	38	39	40
76	38	39	40	41
78	39	40	41	42
80	40	41	42	43
82	41	42	43	44
84	42	43	44	45
86	43	44	45	46
88	44	45	46	47
90	45	46	47	48
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94	47	48	49	50
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160	80	81	82	83
162	81	82	83	84
164	82	83	84	85
166	83	84	85	86
168	84	85	86	87
170	85	86	87	88
172	8			

GENERAL NOTES (WATER MAIN):

- A CORPORATION STOP SHALL BE INSTALLED W/ A PIECE OF 1" COPPER TUBING EXTENDING UP OUT OF THE GROUND. THE TUBING SHALL BE BENT SO THAT THE END OF THE TUBING IS LOOKING STRAIGHT DOWN. THE DISTANCE BETWEEN THE END OF THE TUBING AND THE GROUND LINE WILL BE A MINIMUM OF 2" (SEE DETAILS). AFTER SATISFACTORY BACTERIOLOGICAL TESTING, THE CORPORATION IS TO BE SHUT OFF AT THE MAIN AND ALL TUBING REMOVED.

[illegible]

Diagram illustrating the installation of a 4" wafer check valve in a trench. The valve is installed vertically, with the 4" DIP (Down Inlet Port) at the top. The valve is connected to a 4" x 3/4" x 1/2" threaded cap with a cap nut (same as connection). The trench is labeled "FIN. GRADE" and the valve is installed at a depth of 12" (24" total depth). The trench slope is indicated as 30° MIN.

3" STD. WT. STEEL PIPE
 FILLED WITH CONCRETE.
 COLOUR OF FINISH COAT
 SHALL BE ORSA SAFETY
 YELLOW

CLASS "A" CONCRETE
 (3000 PSI MIN.)

4"

4"

6"

3'-0"

3'-0"

STANDPIPE FOR
2260 WEST STATE ROAD 84

PLUG

2" CORPORATION STOP

2" THREADED PVC PLUG

WATER MAIN

PLAN

TRAFFIC BEARING RISE IN COUNTY AND STATE R/W
US FOUNDRY VALVE BOX AND COVER MODEL NO USF 7850
LOCKING TYPE OR APPROVED EQUAL

18" GRASS AREAS
USE 30" X 30" CONCRETE
COLLARS, 8" THICK

FINISHED GRADE

POLYVINYL CHLORIDE
PLUG

30"

2" BRONZE
ANGLE VALVE

RESTRAINED
PLUG

2" CORPORATION
STOP

90° STREET ELBOW
BRASS OR COPPER

2" COPPER TUBING

CAST IRON VALVE BOX
11 3/4" MINIMUM INSIDE
DIAMETER BY 18" DEEP

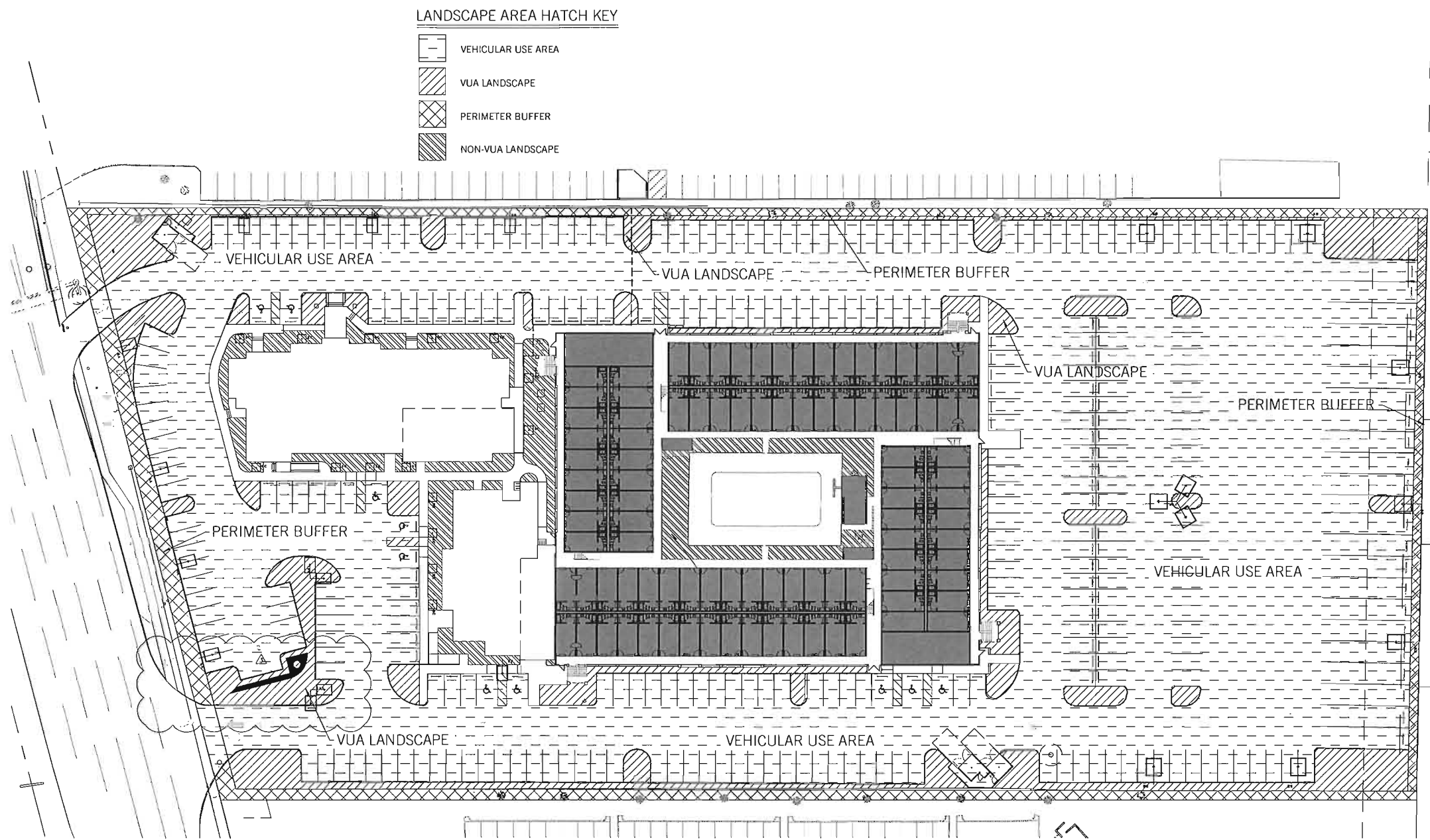
2" 90° ELBOW
BRASS OR COPPER

DUCTILE IRON PIPE
WATER MAIN

ELEVATION

NOTES:

1. PIPE JOINT COMPOUND SHALL BE APPLIED TO MALE THREADS ONLY.
2. 2" TAP IN MIDDLE OF PLUG
3. USE RESTRAINED JOINT PIPE.



LANDSCAPE AREA HATCH KEY

- VEHICULAR USE AREA
- VUA LANDSCAPE
- PERIMETER BUFFER
- NON-VUA LANDSCAPE

LANDSCAPE TABULATIONS			
A. TOTAL PROPERTY	237,499 SF	100%	
B. IMPERVIOUS AREA	197,300 SF	83%	
C. PERVIOUS AREA (E+G+H)	40,199 SF	17%	
D. VEHICULAR USE AREA (VUA)	135,586 SF	57%	
E. PERIMETER BUFFER	11,465 SF	5%	
F. VUA BUFFER	FALLS INSIDE PERIMETER BUFFER		
G. VUA LANDSCAPE	20,434 SF	8.5%	
H. NON-VUA LANDSCAPE	8,300 SF	3.5%	

SEE SHEET 101 PROPOSED SITE PLAN FOR SITE TABULATIONS

anderson
architecture, inc.

359 CAW KO GARFINS BLVD
SUITE 202
BOCA RATON FLORIDA 33432
V 561.362.0200
www.andersonarchitecture.com

corporate

AGT LAND
A. GRANT THORNBROUGH
LANDSCAPE ARCHITECTURE
1375 VIA DEL MAR BLVD SUITE 4
DANIELA BEACH FL 33524
P 904.251.2000
F 904.251.2000
www.agtland.com

A Site Plan Approval for:
Fort Lauderdale Hospitality Inc.
2460 West State Road 84
Daniel Beach, Florida

date	revision
04-08-17	DRC & OWNER REQUESTED REVISIONS
08-03-17	DRC REVISIONS
01-22-18	FOOT REQUESTED REVISIONS

commission 16-021
project ERIC ANDERSON
project manager JLF
title 6021-LP-2
date 01/05/17
drc

LANDSCAPE
AREAS PLAN

LP-2

AA C001997

I. GENERAL CONDITIONS

A. SCOPE

- Contractor shall furnish labor, equipment, and materials required to perform all work necessary for the construction of the project as indicated in the drawings. Such work includes but is not limited to the following:
 - Finish grading of planting areas.
 - Planting.
 - Staking (if required).
- Contractor shall have a competent representative at the site who shall be capable of reading and understanding plans, specifications, and other contract documents. The representative shall be knowledgeable in all areas of landscape construction in Florida.
- Contractor shall be responsible for knowledge of the contents of these specifications and the requirements of any accompanying drawings.

B. DRAWINGS

The drawings and plant lists together with these written specifications shall be considered as one contract document and shall be accordingly read together. The drawings and specifications remain the property of the Landscape Architect and, if required, shall be returned to him upon completion of the work. The contractor shall keep one copy of the drawings and the specifications at the construction site for the use of the Landscape Architect, Owner, and their representatives.

C. REQUIREMENTS OF REGULATORY AGENCIES

- Perform work in accordance with all applicable codes, laws, and regulations required by authorities having jurisdiction over such work and provide for all inspections and permits required by Federal, State, and local authorities in furnishing, transporting and installing materials.
- Certificates of inspection required by law for transportation shall accompany invoice for each shipment of plants. Five copies of certificates with Landscape Architect, or Owner after acceptance of material. Inspection by Federal or State Governments of place of growth does not preclude rejection of plants at project site.

D. PROTECTION OF WORK AND PROPERTY

- Contractor is responsible for maintaining adequate protection of his work from injury and loss resulting from the execution of this contract. He must make good all repairs and replacements to the satisfaction of the Landscape Architect or the Owner except when caused by the actions of his agents. He must provide all safety or protective measures required by public authorities or local conditions.
- Existing plant material to remain must be protected by barriers or fences at the drip line surrounding the material. No burning, storage, or parking shall be permitted within these protected areas. Contractor shall notify the Landscape Architect or Owner of any situation he feels may damage the existing plants to remain in the normal execution of this contract. Do not proceed with such work until directed by the Landscape Architect or Owner. Contractor damaged plants shall be replaced with plants of the same species, size, and quality as those damaged at no cost to the Owner. The Landscape Architect shall determine the extent and value of the damaged plants.

E. CHANGES IN THE WORK

- The Owner reserves the right to make changes in the work and thereby changes in the cost of the work within the conditions of the original contract. All changes shall be in written form and once accepted, shall become a part of the contract documents.
- The Contractor shall not begin any work on extras or changes from the contract document before written approval has been given by the Owner or Owner's representative. Any work done prior to such written approval may or may not be paid for, at the discretion of the Owner.

F. OWNER'S RIGHT TO DO WORK

The Owner reserves the right, upon two (2) days written notice to the Contractor to remedy any neglected provisions of the contract and to deduct the cost of the work or deficiencies from the contract payments.

G. SURFACE AND SUBSURFACE OBSTRUCTIONS

It is the Contractor's responsibility to acquaint himself with the existence and location of all surface and subsurface structures and installations, existing or proposed, before commencing work. Any damage by the Contractor during the execution of this contract shall be made good at the Contractor's own time and expense. If subsurface construction or obstructions are encountered during planting, alternate locations may be selected by the Landscape Architect or Owner.

H. OWNER'S RIGHT TO TERMINATE

Should the Contractor at any time fail, refuse, or neglect to comply with the provisions of this contract, the Owner or his representative shall without prejudice to any other rights or remedy after having given seven (7) days written notice to the Contractor, terminate the contract and take possession of the premises. The cost of completion will be deducted from the amount of the contract.

I. COORDINATION OF WORK

Coordinate and cooperate with other contractors to enable the work to proceed as rapidly and efficiently as possible.

J. INSPECTION OF SITE

- Contractor shall visit the site and inspect site conditions as they exist prior to submitting bid.
- No additional compensation nor relief from any obligation of the contract will be granted because of lack of knowledge of the site or of the conditions under which the work will be accomplished.

II. PLANTING SPECIFICATIONS

A. PLANT MATERIALS

- Plants shall be nursery grown in accordance with good horticultural practices under climatic conditions similar to those of the project, unless otherwise noted.
- Quantities, sizes, and species will be determined by the drawings and specifications. Where discrepancies exist, the Landscape Architect or Owner is to be notified for clarification. Contractor shall be responsible for completing installation as called for in the plans, plant lists, and specifications.

B. ABBREVIATIONS ON PLANT LIST

B&B - Balled and burlapped. Plants shall be dug with a firm natural ball of earth of sufficient size to encompass the fibrous root system necessary for recovery of the plant. Broken or loose balls will not be accepted.

C. - One (1) gallon container.

R.C. - Rooted cutting. A cutting which has calloused and produced roots. Applies equally to cuttings rooted in a propagation bed or in individual containers.

Cal. - Caliper at trunk measured four (4) feet above the ground.

C.T. - Clear trunk. Measurement from top of root ball to first branching.

G.W. - Grey wood area on palms between ground level and base of fronds.

O.A. HT. - Overall height from ground level to midpoint of current season's growth.

SPR. - Spread measured across the average diameter of plant.

O.C. - On center. Horizontal spacing of plants center to center.

P.P.P. - Plants per pot.

Container sizes are only a guide. Contractor is responsible for size and quantity of plant material as specified. No container material shall be returned to him upon completion of the work. Container material will not be accepted without written consent of Landscape Architect or Owner.

C. QUALITY AND SIZE

Plants shall have a habit of growth which is normal for the species and shall be free from physical damage, insects or pests, and adverse conditions that would prevent thriving growth. Measurements specified in the plant list are the minimum acceptable sizes. All plant materials used shall be true to name and size in conformance with the Grades and Standards for Nursery Plants, State Plant Board of Florida, and shall be graded Florida No. 1 or greater, except where noted in the contract documents. Plants shall be graded before pruning. Any necessary pruning shall be done after planting, and with the consent of the Landscape Architect or Owner. Plants which do not meet the requirements will not be accepted.

D. SUBSTITUTIONS

No substitutions shall be accepted without the written consent of the Landscape Architect, Owner, or their representative. Proof must be submitted that the plant in question is not available in the type or size specified. The Landscape Architect or Owner shall determine the nearest equivalent replacement.

E. TRANSPORTATION AND STORAGE

All plant material shall be protected from possible injury or breakage of branches. All plants shall be delivered adequately covered to prevent windburn, drying, or damage. Plants which can not be planted immediately shall be adequately heeled in and protected from the drying of sun and wind. All plants shall be watered as necessary until planting. Storage period shall not exceed 72 hours. All palms shall have their buds tied with burlap strips to remain in place until the tree is well established in its new location (this may be waived with the consent of the Landscape Architect or Owner). Trees moved by crane or which shall be adequately protected from chain marks and girdling by approved methods.

F. INSPECTION

No plant material shall be planted until it is inspected and approved by the Landscape Architect, Owner, or their representative. Contractor shall give the Landscape Architect or Owner two (2) days notice for inspection of plant material. Inspection may be waived at the discretion of the Landscape Architect or Owner, in which case, the Contractor will still be responsible for complying with all specifications. Contractor shall be responsible for all inspections of plant material that may be required by State or Federal authorities and inspection certificates shall be submitted to the Landscape Architect or Owner. Rejected material shall be replaced at no additional cost. Landscape Architect, at his discretion, may log any or all plant material in the nursery.

G. PLANTING SOIL

Planting soil shall consist of fertile friable soil of a sandy loam nature and shall be derived from 50% minimum amount of decomposed organic matter (muck or peat) and 50% clean sand with no trace of salinity. There must be a slight acid reaction to the soil. Planting soil shall be free from stones, plants, roots, clods, sticks and other foreign materials which might be a hindrance to planting operations or be detrimental to good plant growth. Planting soil shall be applied in accordance with the Methods of Installation and details.

H. MULCH

Mulch shall be approved (as per Municipality) non-cypress mulch, unless otherwise specified, and shall be free of weeds, weed seeds, sticks and other foreign materials. It shall be applied to a minimum three (3) inch depth, unless otherwise specified, and moistened at the time of application to prevent wind displacement.

I. COMMERCIAL FERTILIZER

Commercial fertilizer shall be an organic fertilizer containing equal percentages of nitrogen, phosphoric acid and potash as available plant food by weight. 50% of the nitrogen shall be derived from natural organic sources. The trace elements of iron and magnesium must also be present. The minimum analysis acceptable shall be 80%-50%-20%. Fertilizer shall be dry, free flowing, and delivered to the site in unopened original containers, each bearing the manufacturer's guaranteed analysis. If Magnesium with trace elements is to be used, application rates are as follows:

Trees:	12 lbs./2'-3" caliper tree
7gal + :	4 lbs./container
3gal :	1 lb./container
1 Gal. Con:	5 lbs./container
1 Pot:	25 lbs./container
Groundcover Beds:	10 lbs./100 sq. ft.

Fertilizer shall be spread before laying mulch and at the above recommended rates, unless otherwise specified. If plant tablets are called for, they shall be AgriForm 20-10-5 formula, 21 gram tablets. Tablets shall be placed mid-way to the plant ball in the back fill material and at manufacturer's rates, unless otherwise specified.

J. WATER

Water is to be furnished by the Owner. The Contractor shall transport as required.

K. SOO (WHEN APPLICABLE)

Sod shall be one year old and of the variety indicated in the plant list. Sod shall be dense, vigorous, and green, with the grass having been mowed at least three times at a 2" 1/2" height before lifting from the field. Sod shall have a good root development and compact growth and contain no weeds, vermin, fungus, or other diseases. No sod shall be used which is not certified as being free of the imported fire ant. All sticks, stones, and other foreign material over one inch in diameter shall be removed from the top 2" of soil. Grade areas to be sodded so that the top of sod will be the finished grade. Solid sod shall be laid with closely butting joints with a tamped or rolled even surface. Avoid a continuous seam along the line of water flow in swales. Place sod at right angles to slope. All sod edges shall be neat and even and conform to the shape of the planting plans. Rolling may be required at the discretion of the Landscape Architect or Owner. If the Landscape Architect or Owner determines that top-dressing is required after rolling, clean sand will be evenly applied over the entire surface and thoroughly washed in. Rolling and top-dressing shall be done at no extra cost to the Owner.

L. SEED (WHERE APPLICABLE)

Grass seed shall be of the mixture called for in the plant list. It shall be a standard grade seed of the current or last year's crop. Seed which has become wet, moldy, or otherwise damaged will not be accepted. Seed must come in unopened packages with the producer's name and address on the label. Seed content shall not exceed 0.25%. Before any planting, the ground shall be plowed or scarified to a depth of at least 4" and shall be raked and smoothed evenly to establish a final grade. All sticks, and other foreign material over one inch in diameter shall be removed. Contractor shall use the Hydromulch seeding method and supply all material and equipment necessary to perform the specified application. Seed shall be applied at rates of 2-3 pounds per 1000 sq. ft. (90-100 lbs./acre). Mulch shall be "Silva Fiber" processed wood fiber or approved equal and applied at the rate of 50 lbs./acre. All materials shall be uniformly blended in an agitating system using clean water and applied uniformly at the rates specified. Contractor shall be responsible for proper watering of the seeded areas in order to avoid runoff, and for keeping the ground moist until the grass is re-established, and for keeping proper growth until the work is accepted. Contractor shall repair erosion caused by excessive rainfall or watering at no extra cost to the Owner. Any areas which are damaged or do not germinate within the first thirty (30) days shall be re-seeded and maintained until grass is established. Grass shall be vigorous and healthy and coverage shall be at least 95% prior to final acceptance.

III. METHODS OF INSTALLATION

A. LAYOUT

Location of plants and layout of all beds are indicated on the plans. Plant locations are to be staked in the field by the Contractor. Landscape Architect or Owner will check staking of plants in the field and shall adjust to his satisfaction before planting begins. Where surface or subsurface obstructions are encountered or where changes have been made in construction, necessary adjustments will be approved by the Landscape Architect or Owner.

B. EXCAVATION FOR PLANTING

Planting holes shall be excavated to a minimum depth of four (4) inches deeper than the depth of the root ball except for trees over 10 feet in height (see section III, C). Holes shall be a minimum of six (6) inches greater in diameter than the root ball for shrubs and eighteen (18) inches greater in diameter for trees. All existing vegetation, including sod, shall be completely removed from all planting beds before planting. Four (4) inches of planting soil shall be incorporated into all planting beds for rooted cuttings. Where applicable, planting holes for all trees, shrubs, and groundcovers shall be excavated through any compacted building subgrade or road rock to undisturbed subsoil or clean sand fill. All excess excavation material shall be removed from the site by the Contractor. Holes shall be back-filled with planting soil as defined in section III, G and as shown in details. The following is a guide for planting soil quantities:

Trees - 10' or greater	9 cu. ft.
Trees - 8' hl.	6 cu. ft.
Large	1 cu. ft.
3gal Con	.5 cu. ft.
1 Gal. Con	.25 cu. ft.
1 Pot	125 cu. ft.
Ground Cover - 4" mixed into entire bed	

Quantities of planting soil needed may be greater if excavation of building subgrade or roadrock is necessary.

C. SETTING TREES AND SHRUBS

All trees and shrubs are to be planted plumb on four (4) inches of planting soil and centered in the planting hole as to give the best appearance in relation to adjacent plants and structures. Trees over ten (10) feet in height shall be planted directly on the undisturbed subgrade. The finished grade level of the plant after settlement shall be the same as that of which the plant was grown. Rootballs on container grown material shall be scarified to prevent a root-bound condition. When the plant holes have been backfilled approximately 2/3 full with planting soil, water thoroughly, saturating rootball, before installing remainder of planting soil to top of hole, eliminating all air pockets. After settlement, add planting soil to the level of the finished grade, allowing three (3) inches for mulch. Form a shallow saucer around each plant by forming a ridge of soil along the edge of the planting hole. All Sabal palmetto are to be planted in sand. Water all plants immediately after planting.

D. PRUNING

Remove dead and broken branches from all plant material. Prune with sharp instrument flush with trunk or branch so as to leave no stubs. Prune to retain typical growth habit of the particular species. Paint cuts over 1 1/2" in diameter with a waterproof antiseptic tree paint.

E. STAKING AND GUYN

Staking and guyn of trees, to be used by the Contractor, who will be responsible for material remaining plumb and straight for all given conditions through the guarantee period. The Landscape Architect, Owner or Owner's representative require that a tree or trees be staked or guyn. Tree support, required by Landscape Architect or Owner, shall be done according to staking details provided. Staking and guyn shall be done at no extra cost to the Owner. No method of support shall be permitted which causes physical damage to the plant. Any method of staking or guyn not shown must be approved by the Landscape Architect.

F. MULCHING

All tree and shrub beds shall be mulched immediately after planting to a three (3) inch depth and thoroughly wetted down. Unless otherwise specified, the following configurations will apply:

Trees and Palms:	3' diameter ring
Hedges:	3' wide beds
Shrub masses:	continuous bed extending 2' outside of plants, in configurations shown on plans

Ground cover beds: entire surface (mulching of certain ground cover plants may be moved by Landscape Architect)

G. FINISH GRADES

- Finish grades for all sod areas after settlement shall be 1/2" below top of adjacent curbs, walks, walls, and abutments.
- Finish grade of all ground cover beds after mulching and settling shall be 1/2" below finish grade of sod, adjacent curbs, walks and walls.
- Finish grading shall include the removal of all surface rock and other debris that prevents a smooth level surface.

H. CLEANUP

All areas shall be kept clean and orderly as the work progresses. Upon completion of planting, all excess deleterious materials and debris shall be removed from the site or disposed of as directed by the Landscape Architect or Owner. All logs and ribbons shall be removed from trees and shrubs.

I. MAINTENANCE

A maintenance period shall begin immediately after each plant is planted and shall continue until all planting has passed final inspection and acceptance. Maintenance of new planting shall consist of watering, cultivating, weeding, mulching, restaking, repairing and tightening guys, resetting plants to proper grades and positions, removal of dead materials, restoration of planting saucers, maintaining any barriers or fences, and any other necessary operations. Any damage created by the planting operation shall be repaired promptly. All trees and other B&B material shall be deep watered for a period of at least twenty one (21) days after installation and at least once every other day during the (21) day period.

IV. FINAL INSPECTION AND ACCEPTANCE

- Inspection of work to determine completion of contract, but exclusive of the replacement of plant materials under the Warranty Period, will be made by the Landscape Architect or Owner at the conclusion of all planting and at the written request of the Contractor.
- The Contractor will be notified by the Landscape Architect or Owner of the acceptance of all plant material and workmanship, exclusive of the possible replacement of plants subject to Warranty.

V. WARRANTY PERIOD AND REPLACEMENT

- The Contractor, as part of this contract, shall guarantee all materials, workmanship, and plant materials for a period of twelve (12) months from the time of final acceptance. Exception: sod shall be guaranteed for thirty (30) days. Guarantee shall apply to the position, health, shape, condition, and specified size and quality of all plant material.
- The guarantee shall be in effect for one (1) year or the term of the contract, whichever is longer, and shall be void if the plant is damaged or dies as a result of freeze, hail or hurricane-force winds, provided the material was properly planted and in a healthy growing condition prior to such acts of nature.
- The Contractor shall not be held responsible for failures due to neglect by Owner or acts of vandalism during the Warranty Period.
- During, or at the end of the Warranty Period, any plant that is dead or not in satisfactory condition as determined by the Landscape Architect or Owner, shall be replaced by the Contractor at no cost to the Owner. Subsequent replacement costs shall be shared equally by the Owner and the Contractor, should the replacement not survive, unless the plant(s) have not been planted in accordance with previous specifications as determined by the Landscape Architect or Owner. All replacements shall be furnished and planted as specified herein.
- The Warranty Period for replaced plant material shall commence on the date of acceptance of the replaced item(s) of plant material.

VI. ADDENDA

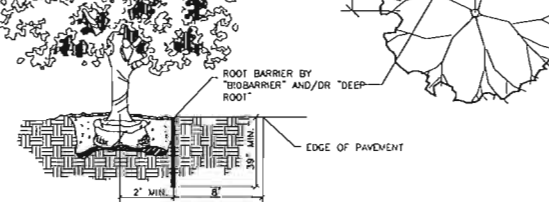
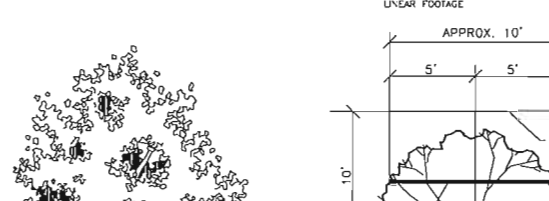
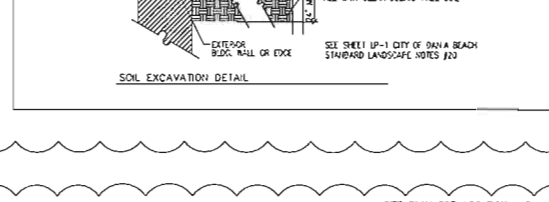
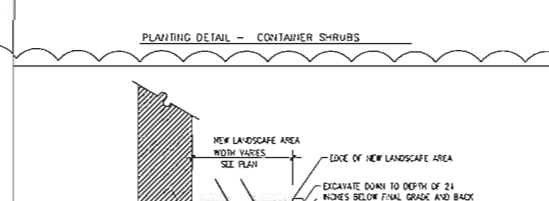
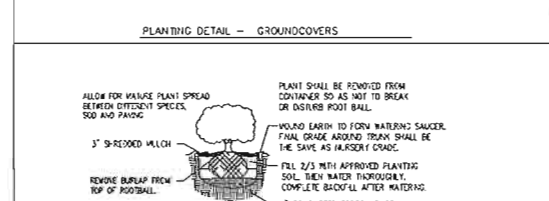
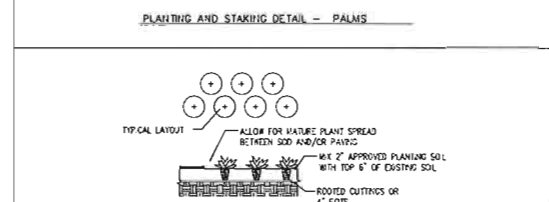
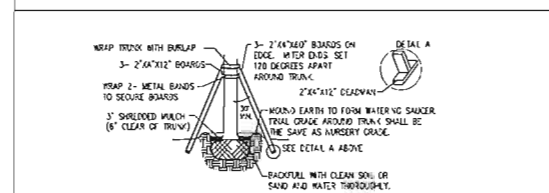
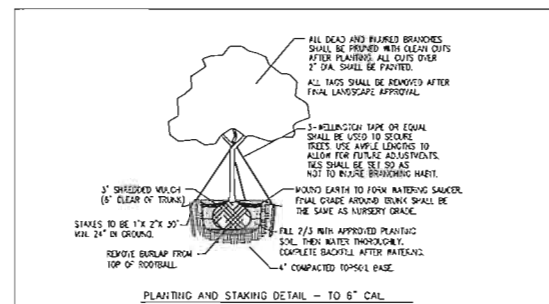
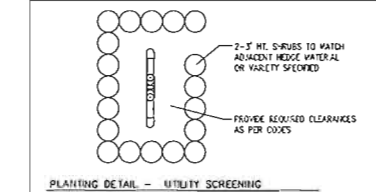
All addenda apply to section(s) specified in the contract documents and therefore are to be considered a part of the contract.

SITE RESTORATION

The contractor shall remove all excess material and shall clean up and restore the site to its original condition or better. All damage, as a result of work under this Contract, done to existing structure, pavement, driveways, paved areas, curbs and gutters, sidewalks, shrubbery, grass, trees, utility poles, utility pipe lines, conduits, drains, catch basins, flagstones, rocks, gravel or stabilized areas or driveways and including all obstructions not specifically named herein, shall be repaired and restored to a condition acceptable to the Landscape Architect or Owner.

CONTRACTOR TO CHECK DRAWINGS AND DATA

The Contractor shall verify all dimensions, quantities, locations, materials and details shown on the Drawings, supplementary drawings, schedules or other data received from the Landscape Architect, and shall notify him of all errors, omissions, conflicts and discrepancies found therein. Failure to discover or correct errors, omissions or discrepancies shall not relieve the Contractor of full responsibility for unsatisfactory work, faulty construction, or improper operation resulting therefrom nor from rectifying such condition at his own expense. He will not be allowed to take advantage of any error or omissions, as full instructions will be furnished by the Landscape Architect or Owner, should any error or omissions be discovered. All schedules are given for the convenience of the Client. Landscape Architect and Contractor are not guaranteed to be complete.



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site:

eric anderson

A Site Plan Approval for
Fort Lauderdale Hospitality Inc
2460 West State Road 84
Dania Beach, Florida

DATE	BY	REVISIONS
04-06-17	ERIC & OWNER	REQUESTED REVISIONS
09-07-17	ERIC	REVISIONS
2/1/18	ERIC	REVISIONS

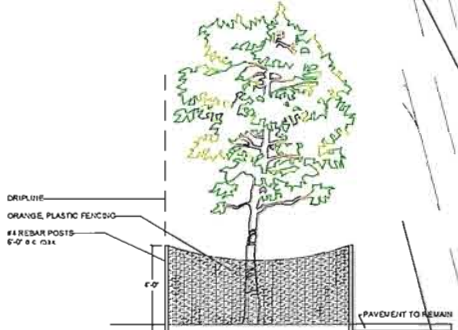
connection: 16-021
project manager: MIF
file name: 6021-LP-3
date: 01/05/17
title: LANDSCAPE SPECIFICATIONS

LP-3

AA C001997

TREE RELOCATION AND PROTECTION NOTES

1. All trees to be relocated to be tagged in field with orange tree tags.
2. Tree relocation areas to be excavated and soil at final design grade prior to general site clearing and grubbing and according to city code requirements.
3. If possible all relocations to be done by 90° tree spade. If relocation by tree spade is not feasible, then hand digging will be required.
4. Tree relocation to be coordinated with general contractor on site to determine scheduling.
5. Identify all underground utilities prior to tree relocation.
6. Temporary automatic watering system to be in place prior to commencement.
7. Relocated trees to be set at final design grade.
8. At relocated trees to be watered daily until a permanent permanent root ball is established.
9. All existing trees and shrubs to remain in place shall be protected from damage by machinery by installing temporary tree protection fence and installed as indicated on plan. Suitable tree protection methods shall be approved by the City.
10. Trees over four inches in caliper that are to be relocated will be root pruned at least eight weeks in advance of final moving date.



PLACE ORANGE PLASTIC FENCING (BY TESSAR OR OTHER APPROVED EQUAL) AROUND EXISTING TREES AND SHRUBS TO REMAIN ON SITE IN ANY AREAS WITHIN THE LIMITS OF CONSTRUCTION. BARRIER SHALL BE PLACED AT THE EDGE OF THE DRAINAGE OF THE TREE CANOPY OR AS FAR FROM THE TREE AS POSSIBLE TO MAINTAIN THE CANOPY OVERHANGING PAVEMENT THAT IS TO REMAIN. BARRIER SHALL BE MAINTAINED IN AN UPRIGHT POSITION AT ALL TIMES.

TREE PROTECTION DETAIL

TREE PROTECTION NOTE

All existing trees and shrubs to remain in place shall be protected from damage by machinery by installing temporary tree protection fence and installed as indicated on plan. Suitable tree protection methods shall be approved by the City.

EXISTING TREE CHART

NUMBER	COMMON NAME	SCIENTIFIC NAME	DBH IN.	CANOPY FT.	HEIGHT	C.I.	STATUS	DISPOSITION
1	ADONIXA PALM	Adonixia merrii	5	13	18	10'	POOR	TO BE REMOVED
2	ADONIXA PALM	Adonixia merrii	5	13	18	10'	POOR	TO BE REMOVED
3	ADONIXA PALM	Adonixia merrii	10	28	37	15'	POOR	TO BE REMOVED-TOO SMALL TO COUNT AS PALM
4	ADONIXA PALM	Adonixia merrii	13	13	19'	5'	POOR	TO BE REMOVED
5	COCONUT PALM	Cocos nucifera	14	201	14'	2'	GOOD	TO REMAIN
6	COCONUT PALM	Cocos nucifera	10	134	18'	3'	GOOD	TO BE REMOVED
7	WASHINGTONIA	Washingtonia robusta	10	18'	12'	12'	GOOD	TO REMAIN
8	WASHINGTONIA	Washingtonia robusta	10	20	18'	12'	GOOD	TO REMAIN
9	WASHINGTONIA	Washingtonia robusta	10	20	19'	13'	GOOD	TO REMAIN
10								
11	MAHOGANY	Sweetenia mahogani	10	201	22'		GOOD	TO REMAIN
12	YELLOW FIBERGLASS	Taxodium distichum	10	201	19'		GOOD	TO REMAIN
13	SABAL PALM	Sabal palmetto	12	79	15'	9'	GOOD	TO REMAIN
14	FIG	Ficus aurea	83	2463	39'		GOOD	TO BE RELOCATED
15	BALD CYPRESS	Taxodium distichum	16	133	22'		GOOD	TO BE REMOVED
16	ARECA PALM	Dygis lutescens	48	79	12'	2-5'	FAIR	TO BE REMOVED
17	DE. ADONIXA PALM	Adonixia merrii	6	84	14'	8'	GOOD	TO BE REMOVED
18	QUEEN PALM	Syngnathus ramosiflora	24	314	19'	13'	FAIR	TO BE REMOVED
19	SCHIFFERIA	Scheffera octophylla	10	284	20'		GOOD	TO BE REMOVED
20	ADONIXA PALM	Adonixia merrii	4	19-6	17'	1'	POOR	TO BE REMOVED-TOO SMALL TO COUNT AS PALM
21	SABAL PALM	Sabal palmetto	12	133	15'	9'	GOOD	TO REMAIN
22	DE. SABAL PALM	Sabal palmetto	12	113	14'	8'	GOOD	TO REMAIN
23	BLACK OLIVE	Bucida buceras	4	78	13'		FAIR	TO REMAIN
24	MAHOGANY	Sweetenia mahogani	4	79	18'		GOOD	TO REMAIN
25	STRANGLER FIG	Ficus aurea	4	113	15'		GOOD	TO REMAIN
26	MELALEUCA	Melaleuca quinquenervia	4	314	33'		FAIR	TO BE REMOVED
27	SABAL PALM	Sabal palmetto	12	113	14'	8'	GOOD	TO REMAIN
28	BLACK OLIVE	Bucida buceras	15	190	25'		POOR	TO BE REMOVED
29	BLACK OLIVE	Bucida buceras	18	1610	30'		POOR	TO BE REMOVED
30	QUEEN PALM	Syngnathus ramosiflora	10	28	18'	10'	POOR	TO BE REMOVED
31	WASHINGTONIA	Washingtonia robusta	12	133	22'	15'	GOOD	TO REMAIN
32	WASHINGTONIA	Washingtonia robusta	10	113	22'	15'	GOOD	TO REMAIN
33	HIBISCUS	Hibiscus thymifolius	4	79	10'		POOR	TO BE REMOVED-OVERGROWN SHRUB
34	RED MAPLE	ACER RUBRUM	5	133	22'		FAIR	TO BE REMOVED
35	FIG	Ficus aurea	34	850	34'		POOR	TO BE REMOVED
36	SPINDLE PALM	Hyophorba verschaffeltii	4	113	19'	13'	FAIR	TO REMAIN
37	ALCORN PALM	Psychopalmus elegans	4	113	13'	7'	GOOD	TO RELOCATE-SUITABLE FOR RELOCATION
38	ALCORN PALM	Psychopalmus elegans	4	113	13'	7'	GOOD	TO RELOCATE-SUITABLE FOR RELOCATION
39	ADONIXA PALM	Adonixia merrii	12	133	18'	10'	GOOD	TO RELOCATE-SUITABLE FOR RELOCATION
40	ADONIXA PALM	Adonixia merrii	12	113	18'	10'	GOOD	TO RELOCATE-SUITABLE FOR RELOCATION
41	ARECA PALM	Dygis lutescens	48	777	17'	12'	GOOD	TO RELOCATE-SUITABLE FOR RELOCATION
42	DE. ADONIXA PALM	Adonixia merrii	4	79	12'	6'	GOOD	TO BE REMOVED
43	BLACK OLIVE	Bucida buceras	21	25	30'		POOR	TO REMAIN
44	BLACK OLIVE	Bucida buceras	10	133	15'		POOR	TO BE REMOVED
45	BLACK OLIVE	Bucida buceras	19	707	35'		POOR	TO BE REMOVED
46	BLACK OLIVE	Bucida buceras	24	491	28'		POOR	TO BE REMOVED
47	MAHOGANY	Sweetenia mahogani	20	491	28'		FAIR	TO REMAIN
48	MAHOGANY	Sweetenia mahogani	20	314	33'		FAIR	TO REMAIN
49	BLACK OLIVE	Bucida buceras	18	491	33'		POOR	TO REMAIN
50	BLACK OLIVE	Bucida buceras	23	707	38'		POOR	TO BE REMOVED

NUMBER	DESCRIPTION	DBH IN.	CANOPY FT.	HEIGHT	C.I.	STATUS	DISPOSITION	
51	SABAL PALM	Sabal palmetto	12	133	19'	13'	GOOD	TO REMAIN
52	ADONIXA PALM	Adonixia merrii	4	13	12'	8'	GOOD	TO REMAIN
53	ADONIXA PALM	Adonixia merrii	4	13	22'	16'	GOOD	TO REMAIN
54	FIGUS	Ficus spp.	4	133	20'		GOOD	TO REMAIN
55	SABAL PALM	Sabal palmetto	12	133	19'	13'	GOOD	TO REMAIN
56	SABAL PALM	Sabal palmetto	6	201	22'	16'	GOOD	TO REMAIN
57	SABAL PALM	Sabal palmetto	4	13	18'	12'	GOOD	TO REMAIN
58	SABAL PALM	Sabal palmetto	12	79	19'	13'	GOOD	TO REMAIN
59	SABAL PALM	Sabal palmetto	12	79	19'	13'	GOOD	TO REMAIN
60	SABAL PALM	Sabal palmetto	12	133	19'	13'	GOOD	TO REMAIN
61	SABAL PALM	Sabal palmetto	12	133	19'	13'	GOOD	TO REMAIN
62	SABAL PALM	Sabal palmetto	12	133	19'	13'	GOOD	TO REMAIN
63	SABAL PALM	Sabal palmetto	12	133	19'	13'	GOOD	TO REMAIN
64	SABAL PALM	Sabal palmetto	12	133	19'	13'	GOOD	TO REMAIN
65	ADONIXA PALM	Adonixia merrii	4	13	8'	4'	POOR	TO RELOCATE
66	ADONIXA PALM	Adonixia merrii	4	13	8'	4'	POOR	TO RELOCATE
67	ADONIXA PALM	Adonixia merrii	4	13	8'	4'	POOR	TO BE REMOVED-TOO SMALL TO COUNT AS PALM
68	ADONIXA PALM	Adonixia merrii	4	13	8'	4'	POOR	TO BE REMOVED-TOO SMALL TO COUNT AS PALM
69	ADONIXA PALM	Adonixia merrii	4	13	8'	4'	POOR	TO BE REMOVED-TOO SMALL TO COUNT AS PALM
70	BALD CYPRESS	Taxodium distichum	13	133	29'		FAIR	TO BE REMOVED
71	BLACK OLIVE	Bucida buceras	31	1257	50'		GOOD	TO REMAIN
72	BALD CYPRESS	Taxodium distichum	12	79	78'		POOR	TO BE REMOVED
73	BALD CYPRESS	Taxodium distichum	12	79	78'		POOR	TO BE REMOVED
74	BALD CYPRESS	Taxodium distichum	DEAD				DEAD	DEAD/REMOVE
74A	BALD CYPRESS	Taxodium distichum	DEAD				DEAD	DEAD/REMOVE
75	BLACK OLIVE	Bucida buceras	30	1257	52'		GOOD	TO REMAIN
76	BLACK OLIVE	Bucida buceras	28	418	39'		FAIR	TO REMAIN
77	BLACK OLIVE	Bucida buceras	18	491	35'		FAIR	TO REMAIN
78	BLACK OLIVE	Bucida buceras	16	1018	39'		GOOD	TO REMAIN
79	BLACK OLIVE	Bucida buceras	23	1018	39'		GOOD	TO REMAIN
80	BLACK OLIVE	Bucida buceras	22	855	39'		GOOD	TO REMAIN
81	BLACK OLIVE	Bucida buceras	23	573	33'		FAIR	TO REMAIN
82	BLACK OLIVE	Bucida buceras	15	1257	35'		FAIR	TO REMAIN
83	ADONIXA PALM	Adonixia merrii	12	133	22'	12	GOOD	TO BE REMOVED
84	ADONIXA PALM	Adonixia merrii	4	113	13'	4	GOOD	TO BE REMOVED
85	ADONIXA PALM	Adonixia merrii	5	133	15'	5	GOOD	TO BE REMOVED
86	ADONIXA PALM	Adonixia merrii	4	79	13'	4	GOOD	TO BE REMOVED
87	SPINDLE PALM	Hyophorba verschaffeltii	4	20	10'	5'	GOOD	TO RELOCATE-SUITABLE FOR RELOCATION
88	SPINDLE PALM	Hyophorba verschaffeltii	4	20	10'	5'	GOOD	TO RELOCATE-SUITABLE FOR RELOCATION
89	ROYAL PALM	Roystonea regia	10	28	22'	12'	GOOD	TO BE REMOVED
90	QUEEN PALM	Syngnathus ramosiflora	10	255	24'	18'	GOOD	TO BE REMOVED
91	QUEEN PALM	Syngnathus ramosiflora	4	113	18'	12'	POOR	TO BE REMOVED
92	QUEEN PALM	Syngnathus ramosiflora	10	133	14'	8'	POOR	TO BE REMOVED
93	SCHIFFERIA	Scheffera octophylla	4	177	22'		POOR	TO BE REMOVED/NUISANCE
94	SCHIFFERIA	Scheffera octophylla	4	201	14'		POOR	TO BE REMOVED/NUISANCE
95	BLACK OLIVE	Bucida buceras	40	1018	39'		POOR	TO BE REMOVED
96	SCHIFFERIA	Scheffera octophylla	5	154	23'		POOR	TO REMAIN
97	BLACK OLIVE	Bucida buceras	17	573	33'		FAIR	TO BE REMOVED
98	BLACK OLIVE	Bucida buceras	24	573	33'		FAIR	TO BE REMOVED
99	STRANGLER FIG	Ficus aurea	12	316	20'		POOR	TO BE REMOVED

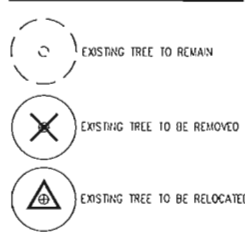
NUMBER	DESCRIPTION	DBH IN.	CANOPY FT.	HEIGHT	C.I.	STATUS	DISPOSITION	
101	BLACK OLIVE	Bucida buceras	16	201	16'		POOR	TO BE REMOVED
102	WASHINGTONIA PALM	Washingtonia robusta	10	20	18'	12'	GOOD	TO REMAIN
103	CARROTWOOD	Curatella americana	3	28	12'		GOOD	TO REMAIN
104	LIVE OAK	Quercus virginiana	8	255	28'		GOOD	TO REMAIN
105	SABAL PALM	Sabal palmetto	12	133	19'	12'	GOOD	TO REMAIN
106	SABAL PALM	Sabal palmetto	12	133	18'	12'	GOOD	TO REMAIN
107	SABAL PALM	Sabal palmetto	12	133	19'	12'	GOOD	TO REMAIN
108	SABAL PALM	Sabal palmetto	12	133	19'	12'	GOOD	TO REMAIN
109	SABAL PALM	Sabal palmetto	12	133	18'	12'	GOOD	TO REMAIN
110	SABAL PALM	Sabal palmetto	12	133	19'	12'	GOOD	TO REMAIN
111	LIVE OAK	Quercus virginiana	8	177	20'		FAIR	TO REMAIN
112	LIVE OAK	Quercus virginiana	7	113	20'		FAIR	TO REMAIN
113	LIVE OAK	Quercus virginiana	7	50	18'		POOR	TO REMAIN
114	SABAL PALM	Sabal palmetto	12	133	19'	12'	GOOD	TO REMAIN
115	SABAL PALM	Sabal palmetto	12	133	19'	12'	GOOD	TO REMAIN
116	SABAL PALM	Sabal palmetto	12	133	19'	12'	GOOD	TO REMAIN
117	SABAL PALM	Sabal palmetto	12	133	19'	12'	GOOD	TO REMAIN
118	SABAL PALM	Sabal palmetto	12	133	19'	12'	GOOD	TO REMAIN
119	LIVE OAK	Quercus virginiana	4	50	14'		GOOD	TO REMAIN
120	BALD CYPRESS	Taxodium distichum	16	113	25'		GOOD	TO REMAIN
121	BLACK OLIVE	Bucida buceras	21	452	24'		GOOD	TO REMAIN
122	LIVE OAK	Quercus virginiana	8	79	20'		GOOD	TO REMAIN
123	SPINDLE PALM	Hyophorba verschaffeltii	8	20	9'	8'	POOR	TO REMOVED
124-126	VARIO	Mangifera spp.	6"	177	15'	4'	GOOD	TO BE REMOVED
128-138	ADONIXA PALMS	Adonixia merrii	4"	79	10'	4'	GOOD	TO REMAIN

GENOTES TREE IS IN RIGHT-OF-WAY.
GENOTES TREE IS ON HIGH-RISE PROPERTY WITHIN 25' OF SUBJECT PROPERTY.
TREE REMOVAL LICENSE WILL BE OBTAINED PRIOR TO STARTING ANY WORK ON SITE.
SEE ARBORIST REPORT FOR SPECIMEN TREE SURVEY DISPOSITION.

TREE MITIGATION CHART

NUMBER	DESCRIPTION	DBH IN.	CANOPY FT.	HEIGHT	C.I.	STATUS	DISPOSITION
ADONIXA	9	640 S.F. X 1.5 = 960					
ARECA	1	78 S.F. X 1.5 = 118.5					
BLACK OLIVE	10	5,183 S.F. X 1.5 = 7,774.5					
COCONUT PALM	1	134 S.F. X 1.5 = 201					
BALD CYPRESS	4	424 S.F. X 1.5 = 636					
FIGS AURICA	2	1,171 S.F. X 1.5 = 1,756.5					
QUEEN PALM	5	843 S.F. X 1.5 = 1,264.5					
RED MAPLE	1	133 S.F. X 1.5 = 199.5					
ROYAL PALM	1	28 S.F. X 1.5 = 42					
WASHINGTONIA PALM	3	248 S.F. X 1.5 = 369					
VARIGO	2	384 S.F. X 1.5 = 576					
SCHIFFERIA	3	687 S.F. X 1.5 = 1,030.5					
JAVA PLUM	1	491 S.F. X 1.5 = 736.5					
MELALEUCA	1	314 S.F. X 1.5 = 471					
TOTAL		14,190.5 S.F.					

TREE KEY



TREE PROTECTION NOTES

1. All existing trees and shrubs to remain in place shall be protected from damage by machinery by installing temporary tree protection fence and installed as indicated on plan. Suitable tree protection methods should be approved by the City.

anderson
architecture, inc.

901 CANNON DRIVE
SUITE 202
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WWW.AGT-FL.COM

101

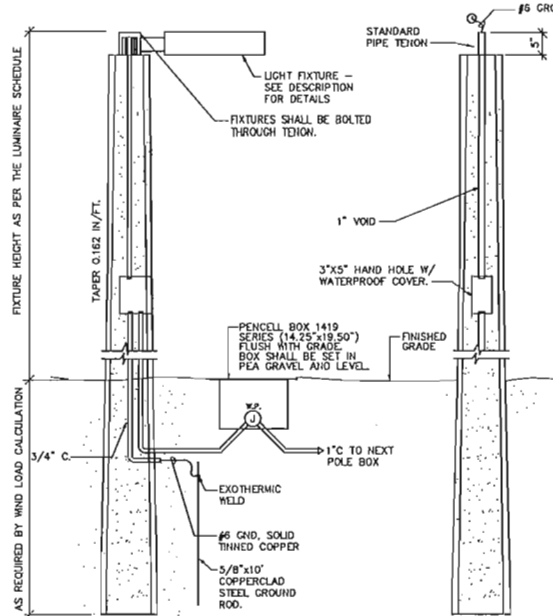
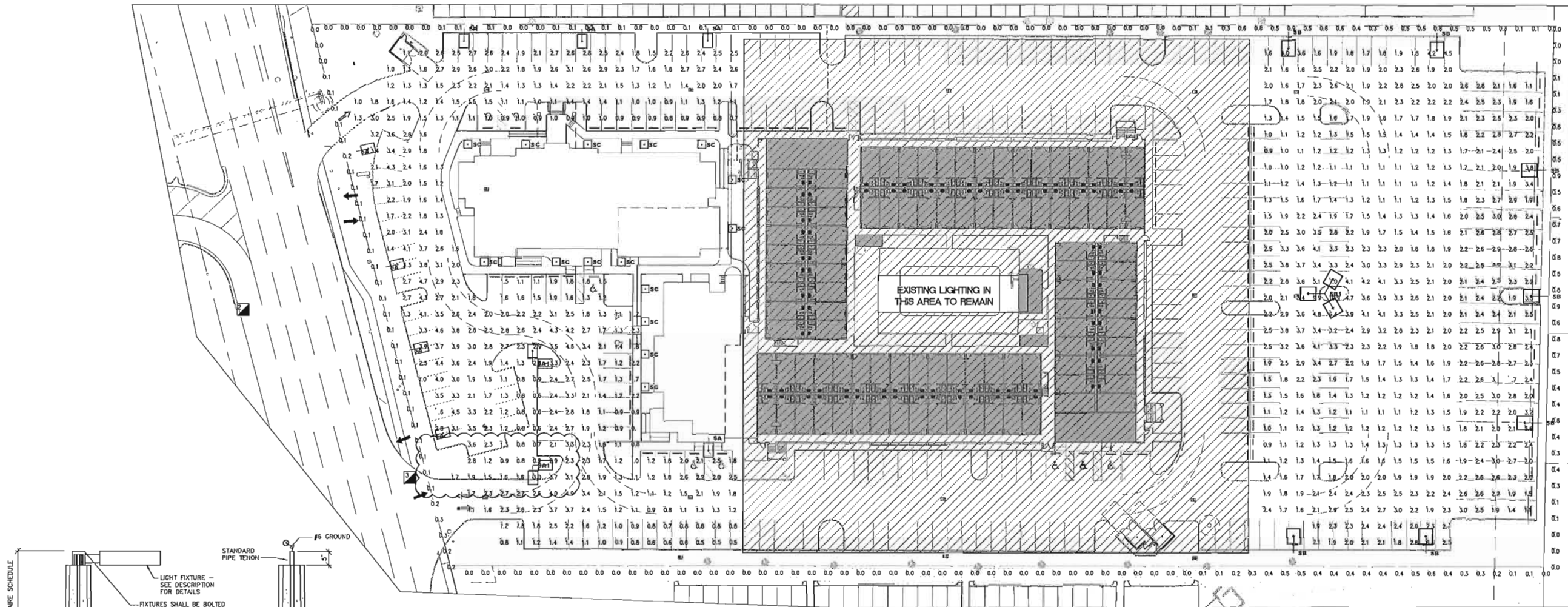
adjacent building

eric anderson

A Site Plan Approval for:
Fort Lauderdale Hospitality Inc
2460 West State Road 84
Dania Beach, Florida

DATE: 04-08-17
BY: 04-08-17
PROJECT: 6021-TR-1

DESIGNED BY: ERIC ANDERSON
PROJECT MANAGER: MF



NOTES:

1. POLE SUPPLIER SHALL CERTIFY THAT POLE AND FIXTURE(S) MEETS WIND LOAD CRITERIA PER LOCAL CODES. SHALL PROVIDE SIGNED & SEALED CALCULATIONS BY A STATE REGISTERED ENGINEER
2. THE PHOTOMETRICS SHOWN ARE BASED ON LIGHT FIXTURES INDICATED ON LUMINAIRE SCHEDULE. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING FIXTURES INDICATED. IF THE CONTRACTOR SUBSTITUTES FIXTURES, THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING POINT-BY-POINT CALCULATIONS FOR FIXTURES BEING SUBMITTED FOR APPROVAL.

CONCRETE DIRECT BURIAL POLE DETAIL

N.T.S.

PROPOSED SITE PLAN - PHOTOMETRICS

1" = 30'

Luminaire Schedule						
Symbol	Qty	Label	Arrangement	Total Lamp Lumens	LLF	Description
SA	8	SA	SINGLE	N.A.	0.900	BEACON VP-S-60NB-136-4K-T4-BLC POLE MTD. - 20' A.G.
SA1	2	SA1	2 @ 90 DEGREES	N.A.	0.900	BEACON VP-S-60NB-136-4K-T4-BLC POLE MTD. - 20' A.G.
SB	7	SB	SINGLE	N.A.	0.400	BEACON VP-L-96NB-395-4K-T4-BLC POLE MTD. - 25' A.G.
SB1	1	SB1	3 @ 120 DEGREES	N.A.	0.400	BEACON VP-L-96NB-395-4K-T4-BLC - POLE MTD. - 25' A.G.
SC	15	SC	SINGLE	N.A.	0.900	HUBBELL FN2-24LU-4K-DB GRADE MTD.

Calculation Summary						
Label	CalcType	Units	Avg	Max	Min	Avg/Min
MAIN ENTRY-DRIVES & PARKING	Illuminance	Fc	1.96	4.9	0.5	3.92
PROPERTY LINE - FRONT	Illuminance	Fc	0.11	0.3	0.0	N.A.
PROPERTY LINE - LOWER	Illuminance	Fc	0.10	0.6	0.0	N.A.
PROPERTY LINE - REAR	Illuminance	Fc	0.42	0.9	0.0	N.A.
PROPERTY LINE - UPPER	Illuminance	Fc	0.16	0.9	0.0	N.A.
REAR CAR & TRUCK PARKING	Illuminance	Fc	2.15	10.9	0.5	2.39

NOTE

THESE DRAWINGS ARE PREPARED PER ESTABLISHED INDUSTRY STANDARDS AND REPRESENT THE ENGINEER'S DESIGN CONCEPT. THEY ARE NOT INTENDED TO PROVIDE EVERY DETAIL OR CONSTRUCTION REQUIRED TO CONSTRUCT THE BUILDING. THE CONTRACTOR THROUGH SUBMITTALS AND OTHER COORDINATION EFFORTS IS FULLY RESPONSIBLE FOR PROVIDING A COMPLETE AND OPERATIONAL BUILDING WHETHER INDICATED ON THE PLANS OR NOT.



395 CAVALRO GARDENS BLVD
SUITE 201
BOCA RATON, FLORIDA 33433
V. 954.367.0700

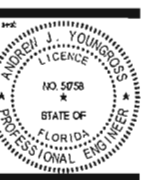
www.andersonarchitecture.com

cora,fla



THOMPSON & YOUNGROSS
ENGINEERING CONSULTANTS, LLC
CERTIFICATE OF AUTHORIZATION
NO. 23994

902 CLINT MOORE ROAD
SUITE 142
BOCA RATON, FLORIDA 33487
TEL: 561-274-0300
FAX: 561-274-0222
E-MAIL: tvee@tvee.com
www.tvee.com



A New Hotel Addition for
Red Carpet Inn
2460 West State Road 84
Dania Beach, Florida

DESIGNED BY: 04-08-2017 DRC & OWNER REQUESTED REVISIONS
09-02-2017 DRC & FDOT REQUESTED REVISIONS
01-22-2018 FDOT REQUESTED REVISIONS
15-021/15004
AJY, DET
AJY
6021-ES1.1
1/05/2017
SITE PLAN
PHOTOMETRICS

ES1.1

1 ES

TRAFFIC IMPACT ANALYSIS

WYNDHAM HOTEL DANIA BEACH, FL

PREPARED FOR:
FORT LAUDERDALE
HOSPITALITY, INC.

Kimley»Horn

Project #040843010
October 26, 2016
Revised December 16, 2016
CA 00000696
Kimley-Horn and Associates, Inc.
1920 Wekiva Way
West Palm Beach, Florida 33411
561/845-0665 TEL



FILE COPY

TRAFFIC IMPACT ANALYSIS

WYNDHAM HOTEL

Prepared by:
Kimley-Horn and Associates, Inc.
West Palm Beach, Florida



Project #040843010
October 26, 2016
Revised December 16, 2016
CA 00000696
Kimley-Horn and Associates, Inc.
1920 Wekiva Way
West Palm Beach, Florida 33411
561/845-0665 TEL



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INTRODUCTION

The proposed Wyndham Dania Beach site is located on the south side of SR 84 west of I-95 in the City of Dania Beach, Florida. The proposed plan of development consists of the addition of 100 hotel rooms to an existing hotel site. *Figure 1* illustrates the location of the proposed development. A proposed site plan is included in *Appendix A*.

Kimley-Horn and Associates, Inc. has prepared this traffic impact analysis for submittal to the City of Dania Beach. The purpose of the study is to assess the project's impact on the surrounding roadway network and to evaluate the capacity available to support future traffic volumes. This report summarizes the data collection, project trip generation, distribution, and intersection analysis.

The methodology for the study was submitted to the City of Dania Beach on October 12, 2016 and approved by the City on October 19, 2016. A copy of the approved methodology is included in *Appendix B*.

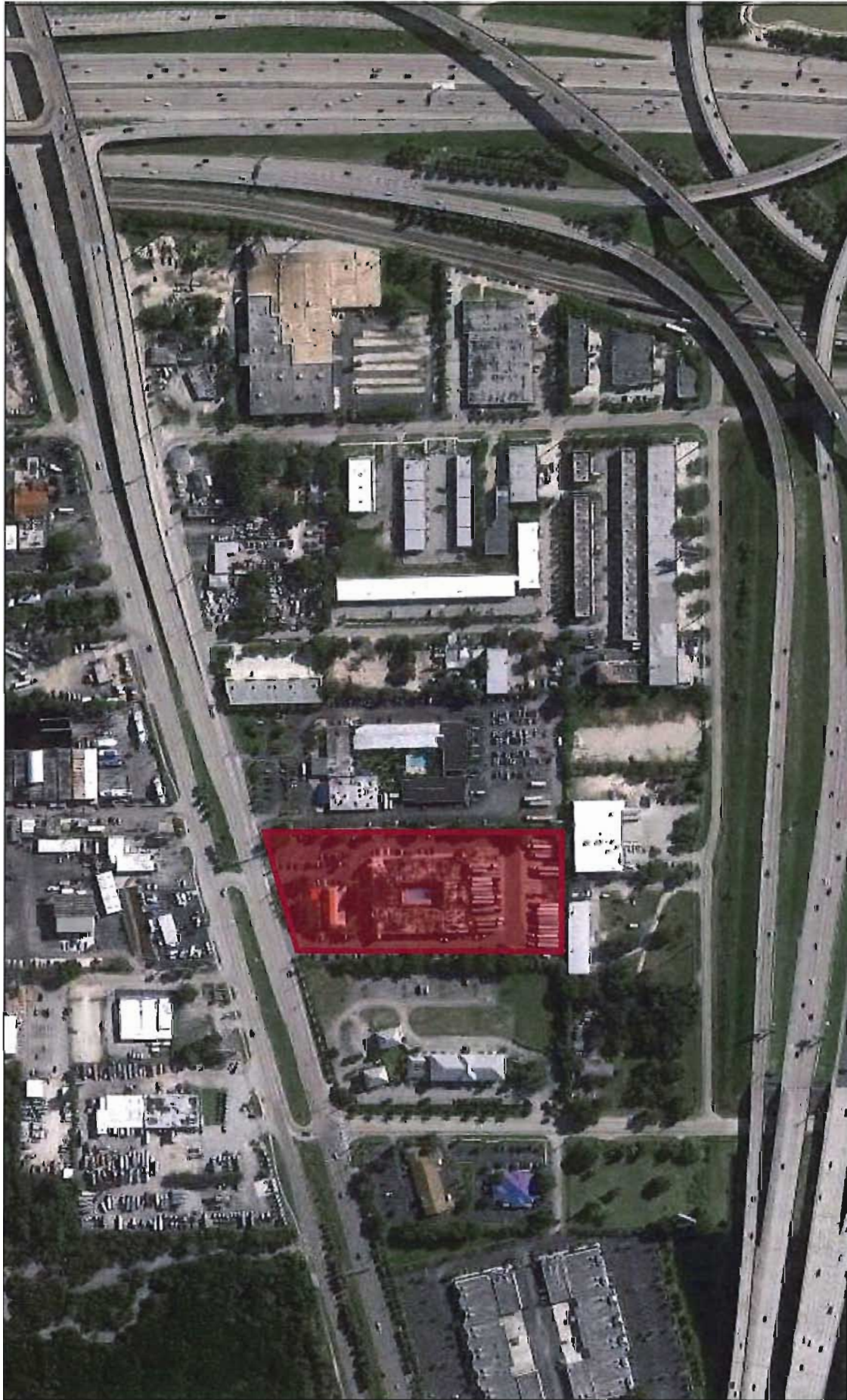


FIGURE 1: PROJECT SITE LOCATION
WYNDHAM HOTEL – DANIA BEACH, FL
040843010

LEGEND
SITE LOCATION



Kimley»Horn



DATA COLLECTION

To determine traffic conditions on the surrounding network, intersection turning movement counts were performed at the project's driveways and one additional intersection in the vicinity of the project site as agreed upon in the methodology determined with the City's engineer. Below is a summary of the intersections included in this analysis.

Intersection Volume Data

Turning movement counts were collected for the a.m. (7:00 a.m. to 9:00 a.m.) and p.m. peak period (4:00 p.m. to 6:00 p.m.) at the following locations:

- SW 26th Terrace & Marina Mile Boulevard (SR 84)
- West Project Driveway & Marina Mile Boulevard (SR 84)
- East Project Driveway & Marina Mile Boulevard (SR 84)

The above turning movement counts were conducted during typical weekday conditions on October 18, 2016. The volumes were collected in 15-minute intervals and the peak hour was determined for each intersection. The FDOT peak season conversion factor was applied to the traffic counts to adjust the traffic to peak season volumes. The turning movement counts and FDOT peak season factor category report are included in *Appendix C*.

PROJECT TRAFFIC

Project traffic used in this analysis is defined as the vehicle trips expected to be generated by the project, and the distribution and assignment of that traffic over the study roadway network.

Existing and Proposed Land Uses

The project site currently contains a hotel. It is proposed to develop the site with an additional 100 hotel rooms.

Trip Generation

The trip generation potential of this facility has been calculated using rates and equations published for Land Use 310 (Hotel) by the Institute of Transportation Engineers (ITE) in the *Trip Generation Manual, Ninth Edition*.

Table 1 summarizes the trip generation potential in the weekday AM and PM peak hours. As shown in Table 1, the proposed additional hotel rooms will generate 522 net new external daily trips, 53 net new external AM peak hour trips (31 in, 22 out), and 60 net new external PM peak hour trips (31 in, 29 out).

Table 1: Project Trip Generation

PROJECT TRIP GENERATION WYNDHAM-DANIA BEACH													
ITE TRIP GENERATION CHARACTERISTICS					NET NEW EXTERNAL DAILY TRIPS			NET NEW EXTERNAL AM PEAK HOUR TRIPS			NET NEW EXTERNAL PM PEAK HOUR TRIPS		
Land Use	ITE Edition	ITE Code	Scale	ITE Units	In	Out	Total	In	Out	Total	In	Out	Total
Hotel	9	310	100	ROOM	261	261	522	31	22	53	31	29	60
					261	261	522	31	22	53	31	29	60

Trip Distribution

Traffic distribution is the pairing of trip ends from the subject site with other land uses in the area. These trips were assigned to the surrounding roadways based upon a review of the roadway network proposed to be in place at the time of buildout and its travel time characteristics. This distribution was included in the methodology letter and approved by the City of Dania Beach.

Traffic Assignment

The site traffic was assigned to the surrounding roadway network in accordance with the approved distribution. *Figure 2* illustrates the project traffic assignment percentages to the surrounding roadway network.

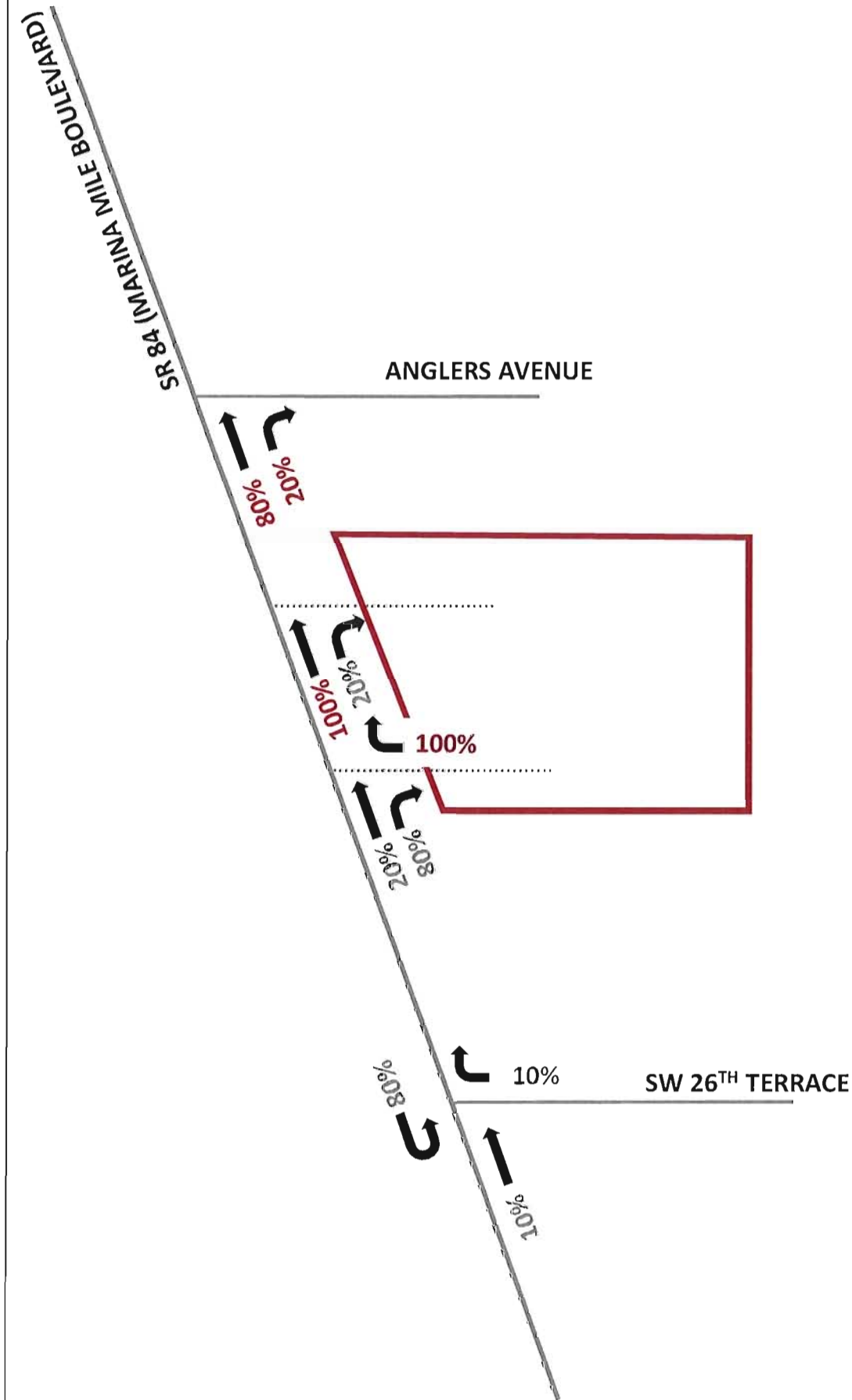


FIGURE 2: PROJECT TRIP ASSIGNMENT
WYNDHAM HOTEL – DANIA BEACH, FL
040843010

LEGEND

 SITE LOCATION

 XX% INBOUND TRIP ASSIGNMENT

 XX% OUTBOUND TRIP ASSIGNMENT



EXISTING TRAFFIC

Existing traffic conditions were determined based upon actual traffic volumes counted at the study intersections with an adjustment to peak season conditions based upon peak season conversion factors published by FDOT.

FUTURE TRAFFIC

Future background traffic volumes were calculated as the sum of the existing peak-season adjusted traffic volumes plus an additional amount of traffic to account for future growth in the study area. The historical growth rate for the study area was calculated using counts from four FDOT count stations near the project. This growth rate was calculated to be 1.14%. Total future traffic volumes considered in the analysis for this project are the sum of the 2020 background traffic volumes plus future project traffic volumes at site buildout.

INTERSECTION ANALYSIS

The operating conditions for three conditions (existing, background, and future total) were analyzed at the site driveways and study intersection during the AM peak hour and PM peak hour using *HCS+ Software*. These analyses use the methodologies outlined in the *Highway Capacity Manual, 2000 Edition* in order to determine overall intersection level of service and delay.

Tables 2, 3, and 4 summarize the existing, future background, and future total level of service (LOS) at the study intersections.

SR 84 & SW 26th Terrace

As shown in these tables, the westbound left-turn movement at the intersection of SR 84 & SW 26th Terrace is projected to operate at LOS F under existing, future background, and future total conditions during the AM peak hour. This is an existing condition which is not attributable to the proposed project. This movement will operate at LOS E with optimized signal timing. All other movements were determined to operate at LOS D or better through buildout of the project during the AM peak hour.

East and West Project Driveways

As shown in these tables, all movements at the east and west project driveways were determined to operate at LOS D or better through buildout of the project during the AM and PM peak hours. To account for *HCS+ software* only allowing a maximum of two major street through lanes and SR 84 being a 4-lane divided highway, the driveways were analyzed in *HCS+ using 1 through lane and 1 shared through/right lane in each direction*; therefore, a 66.67% reduction has been applied to the eastbound and westbound peak season through volumes at the project driveways.

The west project driveway analysis does not include westbound traffic because there is no median opening at this driveway; therefore, westbound traffic does not conflict with the volumes at the site's driveways.

The turning movement count data is included in *Appendix C*. Volume development worksheets are included in *Appendix D*. Existing signal timing worksheets are included in *Appendix E*. Synchro and *HCS+ output worksheets* are included in *Appendix F*.

Table 2: Existing (2016) Operational Analysis Summary

EXISTING (2016) PEAK SEASON ANALYSIS						
	Intersection	Overall Delay/LOS	Eastbound	Westbound	Northbound	Southbound
AM Peak	SR 84 & SW 26th Terrace	26.5/C	B	F	D	-
	SR 84 & East Driveway	-	B	-	C	-
	SR 84 & West Driveway	-	-	-	C	-
PM Peak	SR 84 & SW 26th Terrace	23.3/C	C	C	C	-
	SR 84 & East Driveway	-	C	-	B	-
	SR 84 & West Driveway	-	-	-	B	-

Table 3: Future Background (2020) Operational Analysis Summary

FUTURE BACKGROUND (2020) ANALYSIS						
	Intersection	Overall Delay/LOS	Eastbound	Westbound	Northbound	Southbound
AM Peak	SR 84 & SW 26th Terrace	29.1/C	B	F	D	-
	SR 84 & East Driveway	-	B	-	C	-
	SR 84 & West Driveway	-	-	-	C	-
PM Peak	SR 84 & SW 26th Terrace	26.0/C	C	D	D	-
	SR 84 & East Driveway	-	D	-	B	-
	SR 84 & West Driveway	-	-	-	B	-

Table 4: Future Total (2020) Operational Analysis Summary

FUTURE TOTAL (2020) ANALYSIS						
	Intersection	Overall Delay/LOS	Eastbound	Westbound	Northbound	Southbound
AM Peak	SR 84 & SW 26th Terrace	33.7/C	B	F	D	-
	SR 84 & SW 26th Terrace (Optimized Timing)	24.3/C	B	E	D	-
	SR 84 & East Driveway*	-	-	-	-	-
	SR 84 & West Driveway	-	-	-	C	-
PM Peak	SR 84 & SW 26th Terrace	27.4/C	C	D	D	-
	SR 84 & East Driveway*	-	-	-	-	-
	SR 84 & West Driveway	-	-	-	C	-

*SR 84 & East Driveway is proposed to be right-in only which makes all movements at this intersection free-flow movements

SITE ACCESS

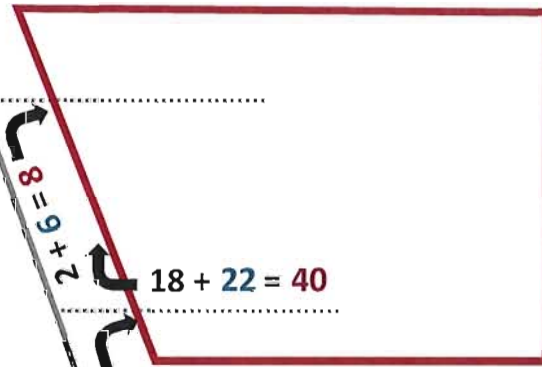
Access to the site is proposed to be provided via the following driveways on SR 84:

- (1) Right-in/right-out driveway adjacent to the western property line
- (2) Right-in only driveway located approximately 60 feet west of eastern property line

Figures 3 and 4 illustrate the AM peak hour volumes and PM peak hour volumes at the site's driveways. SR 84 is an FDOT roadway with a posted speed of 45 mph. Exhibit 44 from the *FDOT Driveway Information Guide* specifies that a threshold of 80 – 125 right turns per hour should be used to determine whether a right-turn lane is warranted at the site driveways. As shown in *Figures 3 and 4*, the right turn volumes into the site will not exceed 64 turns at either driveway during the peak hours; therefore, right turn lanes are not warranted at the site driveways. FDOT also conditionally approved the two driveways on SR 84 on December 1, 2016. The FDOT letter of conditional approval is included in *Appendix G*.

SR 84 (MARINA MILE BOULEVARD)

ANGLERS AVENUE



$$18 + 22 = 40$$

$$15 + 25 = 40$$

SW 26TH TERRACE



LEGEND



XX

XX

XX

SITE LOCATION

FUTURE BACKGROUND AM PEAK HOUR VOLUMES

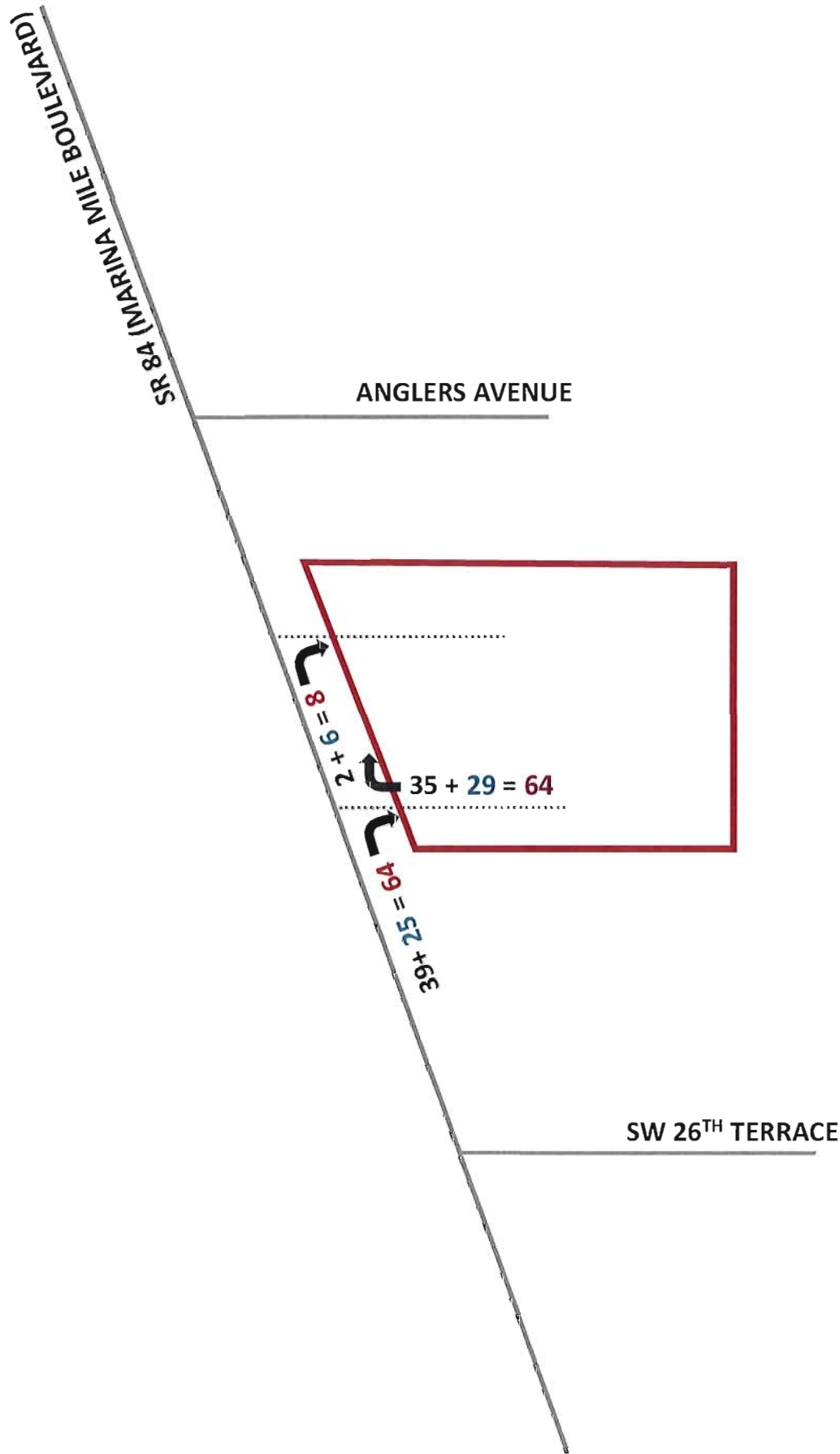
NET NEW PROJECT VOLUMES

TOTAL AM PEAK HOUR VOLUMES

FIGURE 3: AM DRIVEWAY VOLUMES
WYNDHAM HOTEL – DANIA BEACH, FL

040843010

Kimley»Horn



LEGEND

-  SITE LOCATION
-  FUTURE BACKGROUND PM PEAK HOUR VOLUMES
-  NET NEW PROJECT VOLUMES
-  TOTAL AM PEAK HOUR VOLUMES

FIGURE 4: PM DRIVEWAY VOLUMES
WYNDHAM HOTEL – DANIA BEACH, FL
040843010

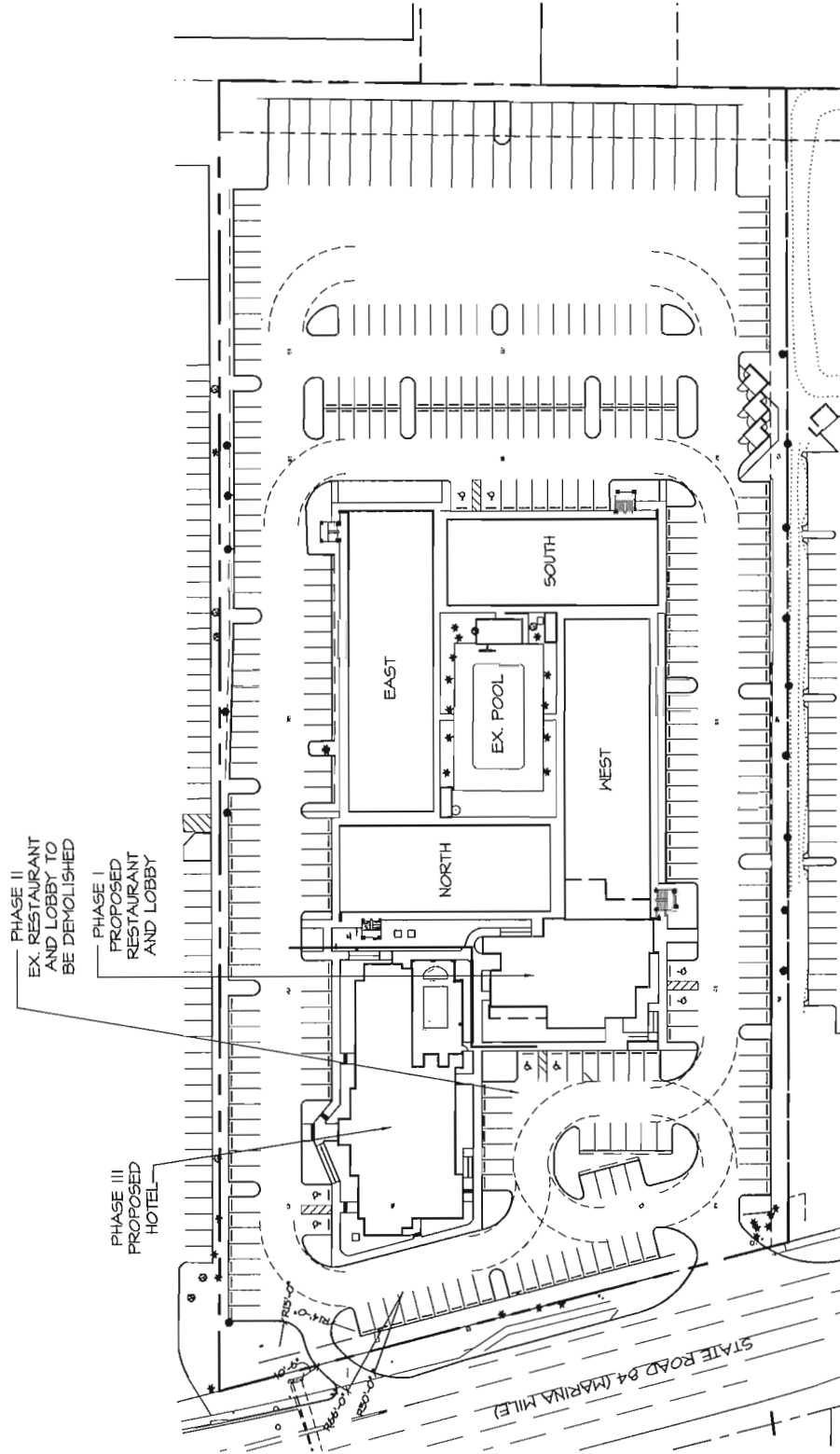
CONCLUSION

The proposed Wyndham Dania Beach site is located on the south side of SR 84 west of I-95 in the City of Dania Beach, Florida. The proposed plan of development consists of the addition of 100 hotel rooms to an existing hotel site.

The analysis has been conducted to evaluate future level of service at the intersections identified in the study methodology. The analysis includes an assumption of background growth based on historical AADT data in the study area. As shown in the analysis, the westbound left-turn movement at the intersection of SR 84 & SW 26th Terrace is projected to operate at LOS F under existing, future background, and future total conditions during the AM peak hour. This movement will operate at LOS E with optimized signal timing. The analysis also determined that the intersections of SR 84 & the project's east and west driveways are projected to operate at LOS D or better under existing, future background, and future total conditions during the AM and PM peak hours.

Site access will be provided via a right-in/right-out driveway and a right-in only driveway on SR 84. Comparison of the site's driveway volumes to the FDOT turn-lane thresholds resulted in the determination that right-turn lanes are not warranted at the site driveways. FDOT conditionally approved the two driveways on SR 84 on December 1, 2016.

APPENDIX A: SITE PLAN



DANIA 84 HOSPITALITY - PROPOSED SITE

1/64" = 1'-0"
November 16, 2016
16-021



APPENDIX B: STUDY METHODOLOGY



MEMORANDUM

To: Ronnie Navarro, P.E.

From: Christopher W. Heggen, P.E.
Kimley-Horn and Associates, Inc.

Date: October 12, 2016

**Subject: Wyndham – Dania Beach
Traffic Evaluation Methodology**

The proposed Wyndham Dania Beach site is located on the south side of SR 84 west of I-95 in the City of Dania Beach, Florida. The proposed plan of development includes the addition of 100 hotel rooms to an existing hotel site. Access to the site is proposed via one right-in only driveway on State Road 84 and one right-in/right-out driveway on State Road 84. A traffic analysis will be performed based upon the guidelines contained in the City of Dania Beach "Traffic Impact Analysis Worksheet". The preliminary trip generation calculation indicates that this project will generate 60 peak hour trips. Therefore, a Level III study will be required. The following methodology has been developed to address the items to be included in the traffic analysis of this proposed development.

- Trip generation: The trip generation potential for the hotel will be calculated using rates and equations published for Land Use 310 (Hotel) by the Institute of Transportation Engineers (ITE) in the *Trip Generation Handbook, Ninth Edition*. A preliminary trip generation calculation has been attached.
- Trip distribution/assignment: Trip distribution will be based on a review of complementary uses in the area. Based upon this distribution, traffic volumes will be assigned to the local roadway network. A preliminary trip distribution figure has been attached.
- Turning movement counts will be collected at the following intersections during the AM peak (7 AM – 9 AM) and PM peak (4 PM – 6 PM) on a typical weekday:
 - SW 26th Terrace & Marina Mile Boulevard (SR 84)
 - Project Driveway & Marina Mile Boulevard (SR 84)

From this count data, peak hour traffic volumes will be determined. Because these counts will be conducted outside of the peak season (January – March), the Peak Season Conversion Factor (PSCF) published by FDOT for this portion of Broward County will be applied.

- Future Background Volumes: Future background volumes will be determined by adding a 1.14% compounded annual growth rate plus specific development volumes from approved projects to the intersection counts. This growth rate was calculated from historical AADT data provided by FDOT. The area-wide growth rate calculations have been attached.
- Total Future Volumes: Total future volumes will be determined by adding project traffic volumes at each of the study intersections.
- Intersection LOS Analysis: Intersection LOS analyses will be conducted for Existing Peak Season, Future Background Peak Season and Future Total Peak Season Conditions

using Synchro software. HCM 2000 output will be used to determine LOS and delay at each study intersection.

- Link LOS Analysis: Future total link volumes on Marina Mile Boulevard (SR 84) will be calculated from the turning movement count at SW 26th Terrace & Marina Mile Boulevard. These future total volumes will be compared to the LOS D generalized service volumes published by FDOT in the *2013 FDOT Quality/Level of Service Handbook*.
- Turn lane requirements and vehicular queue storage requirements will be determined at site turn lanes based upon the volumes of traffic anticipated to utilize the site driveway.
- Following a determination of project impacts, the Applicant will review potential mitigation measures with City staff and the City consultant to evaluate feasibility and appropriateness of these measures.

The data collection, calculations, analyses and results will be summarized in a written report for City review. Relevant tables, charts, figures and worksheets will be included in the summary report.

Please review the methodology for this analysis as outlined above and indicate your concurrence by signing in the space below. Should you have questions or comments regarding the proposed methodology, please call me via phone at (561) 840-0248 or via e-mail at chris.heggen@kimley-horn.com.

Concur by: _____ Date: _____
Ronnie Navarro, P.E.

K:\WPB_TPTO\0408\040843010 Wyndham Dania Beach\2016-1-20 Wyndham Traffic Methodology.docx

Kraemer, Addie

From: Navarro, Ronnie <rnavarro@daniabeachfl.gov>
Sent: Wednesday, October 19, 2016 3:50 PM
To: Heggen, Chris
Cc: Kinlen, Stephanie
Subject: RE: Traffic Study in Dania Beach

Hi Chris,

Please proceed with your proposed methodology including locations of proposed traffic counts as sent to me earlier by Stephanie.

Ronnie S. Navarro, PE
Deputy Director | City Engineer
Office 954-924-6808 ext 3615 | Fax 954-923-1109

From: Navarro, Ronnie
Sent: Monday, October 17, 2016 9:56 AM
To: 'Chris.Heggen@kimley-horn.com'
Cc: 'Stephanie.Kinlen@kimley-horn.com'
Subject: RE: Traffic Study in Dania Beach

By the way, please send me a general site vicinity plan including major road intersections where traffic counts will be conducted.

Ronnie S. Navarro, PE
Deputy Director | City Engineer
Office 954-924-6808 ext 3615 | Fax 954-923-1109

From: Navarro, Ronnie
Sent: Monday, October 17, 2016 9:36 AM
To: 'Chris.Heggen@kimley-horn.com'
Cc: Stephanie.Kinlen@kimley-horn.com
Subject: RE: Traffic Study in Dania Beach

Hi Chris,

Please follow up by Friday this week. I have scheduled your proposal for review however I'm busy wrapping up my comments for the Dania Pointe project (engineering and traffic). Thanks

Ronnie S. Navarro, PE
Deputy Director | City Engineer
Office 954-924-6808 ext 3615 | Fax 954-923-1109

APPENDIX C: TURNING MOVEMENT COUNTS AND FDOT PEAK SEASON FACTOR INFORMATION

TRAFFIC SURVEY SPECIALISTS, IN

SR 84 & SW 26TH TERRACE
 FT LAUDERDALE, FLORIDA
 COUNTED BY: L. PALOMINO & S. SALVO
 SIGNALIZED

85 SE 4TH AVENUE, UNIT 109
 DELRAY BEACH, FLORIDA
 PHONE (561)272-3255

Site Code : 00160223
 Start Date: 10/18/16
 File I.D. : SR8426TE
 Page : 1

ALL VEHICLES

Date	DRIVEWAY From North				SR 84 From East				SW 26TH TERRACE From South				SR 84 From West				Total
	UTurn	Left	Thru	Right	UTurn	Left	Thru	Right	UTurn	Left	Thru	Right	UTurn	Left	Thru	Right	
10/18/16																	
07:00	0	0	0	1	53	34	205	1	0	0	0	30	0	0	451	12	787
07:15	0	0	0	2	52	22	220	2	0	0	0	32	0	0	634	12	976
07:30	0	0	0	0	46	21	247	3	0	0	0	27	0	0	721	9	1074
07:45	0	0	0	0	63	26	332	3	0	0	0	25	0	0	658	22	1129
Hr Total	0	0	0	3	214	103	1004	9	0	0	0	114	0	0	2464	55	3966
08:00	0	0	0	2	57	30	302	0	0	0	0	23	0	0	648	13	1075
08:15	0	0	0	3	44	30	311	0	0	0	0	33	0	0	702	13	1136
08:30	0	0	0	1	55	28	274	2	0	0	0	37	0	0	634	13	1044
08:45	0	0	0	1	56	32	257	1	0	0	0	36	0	0	575	17	975
Hr Total	0	0	0	7	212	120	1144	3	0	0	0	129	0	0	2559	56	4230
* BREAK *																	
16:00	0	0	0	2	78	21	401	2	0	0	0	62	0	0	338	11	915
16:15	0	0	0	2	78	21	422	1	0	0	0	65	0	0	292	12	893
16:30	0	0	0	0	89	23	555	0	0	0	0	106	0	0	335	15	1123
16:45	0	0	0	2	69	29	583	0	0	0	0	49	0	0	275	10	1017
Hr Total	0	0	0	6	314	94	1961	3	0	0	0	282	0	0	1240	48	3948
17:00	0	2	0	3	73	24	588	0	0	0	0	80	0	0	361	14	1145
17:15	0	1	0	4	50	35	572	2	0	0	0	61	0	0	351	18	1094
17:30	0	0	0	5	56	38	621	0	0	0	0	62	0	0	334	8	1124
17:45	0	0	0	1	57	27	555	1	0	0	0	53	0	0	357	16	1067
Hr Total	0	3	0	13	236	124	2336	3	0	0	0	256	0	0	1403	56	4430
TOTAL	0	3	0	29	976	441	6445	18	0	0	0	781	0	0	7666	215	16574

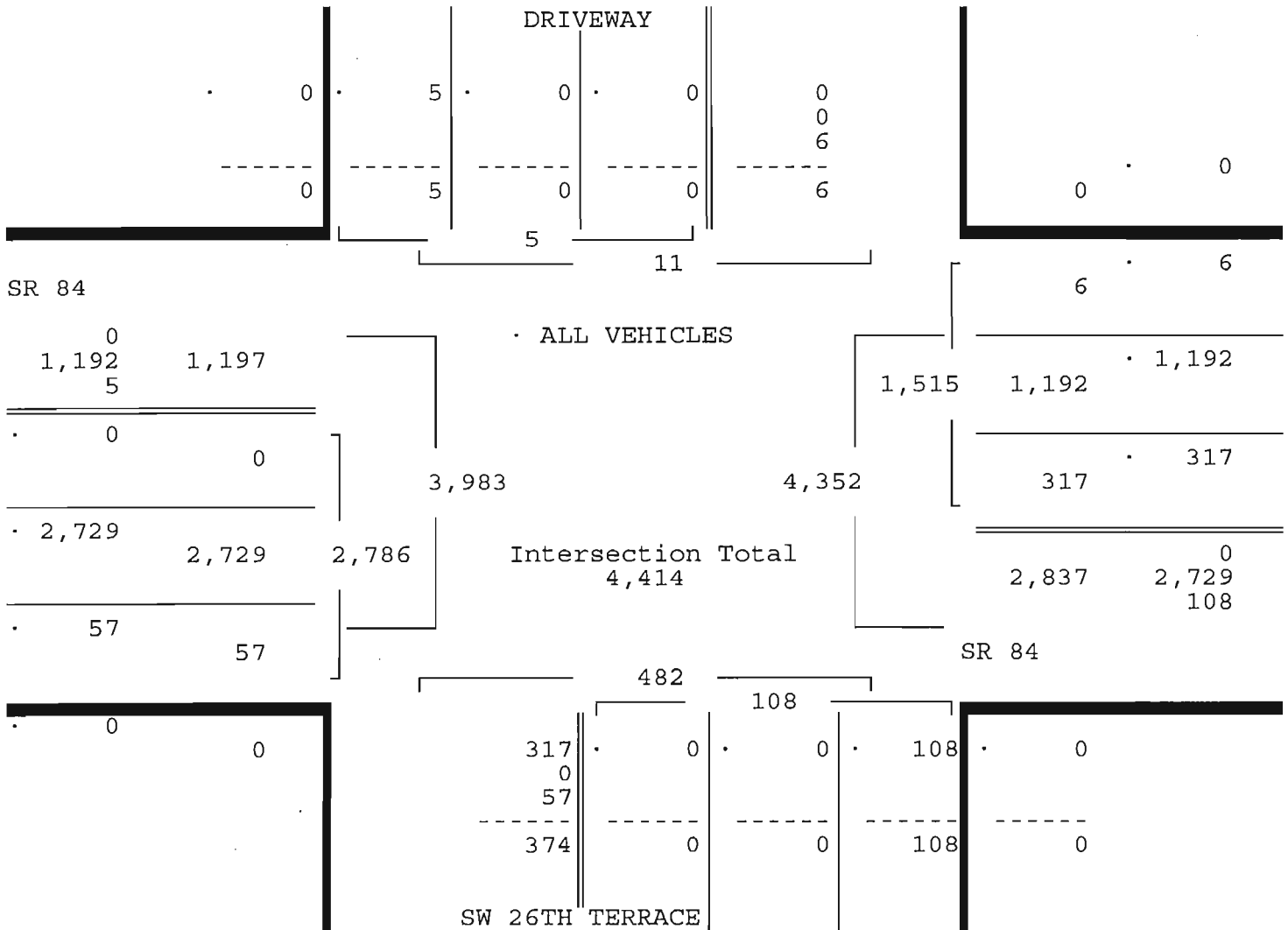
SR 84 & SW 26TH TERRACE
 FT LAUDERDALE, FLORIDA
 COUNTED BY: L. PALOMINO & S. SALVO
 SIGNALIZED

TRAFFIC SURVEY SPECIALISTS, II
 85 SE 4TH AVENUE, UNIT 109
 DELRAY BEACH, FLORIDA
 PHONE (561)272-3255

Site Code : 00160223
 Start Date: 10/18/16
 File I.D. : SR8426TE
 Page : 2

ALL VEHICLES

DRIVEWAY				SR 84				SW 26TH TERRACE				SR 84				
From North				From East				From South				From West				
UTurn	Left	Thru	Right	UTurn	Left	Thru	Right	UTurn	Left	Thru	Right	UTurn	Left	Thru	Right	Total
Date 10/18/16 -----																
Peak Hour Analysis By Entire Intersection for the Period: 07:00 to 09:00 on 10/18/16																
Peak start 07:30				07:30				07:30				07:30				
Volume	0	0	0	5	210	107	1192	6	0	0	0	108	0	0	2729	57
Percent	0%	0%	0%	100%	14%	7%	79%	0%	0%	0%	0%	100%	0%	0%	98%	2%
Pk total	5				1515				108				2786			
Highest	08:15				07:45				08:15				07:30			
Volume	0	0	0	3	63	26	332	3	0	0	0	33	0	0	721	9
Hi total	3				424				33				730			
PHF	.42				.89				.82				.95			



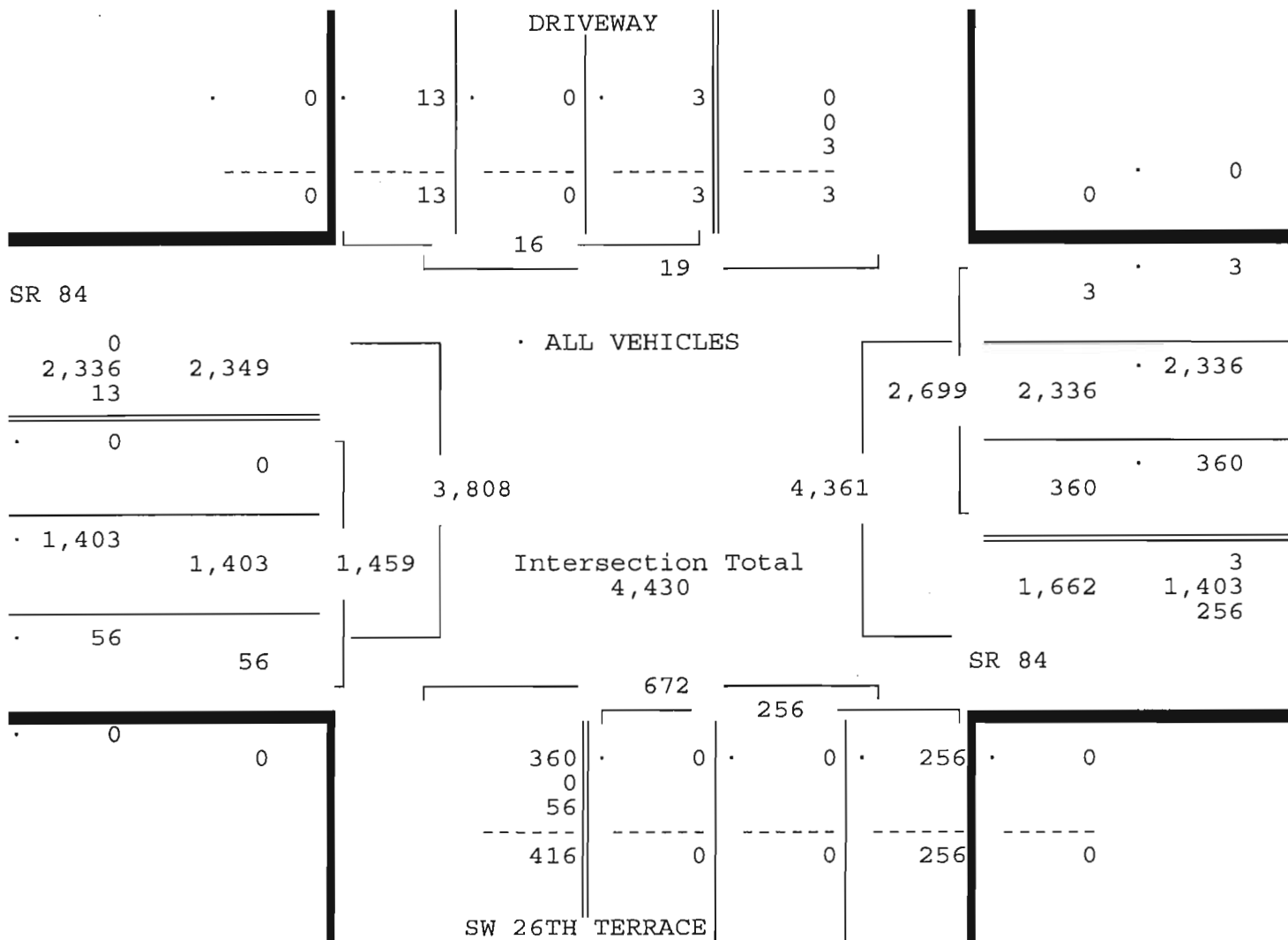
SR 84 & SW 26TH TERRACE
 FT LAUDERDALE, FLORIDA
 COUNTED BY: L. PALOMINO & S. SALVO
 SIGNALIZED

TRAFFIC SURVEY SPECIALISTS, II
 85 SE 4TH AVENUE, UNIT 109
 DELRAY BEACH, FLORIDA
 PHONE (561)272-3255

Site Code : 00160223
 Start Date: 10/18/16
 File I.D. : SR8426TE
 Page : 3

ALL VEHICLES

DRIVEWAY				SR 84				SW 26TH TERRACE				SR 84				
From North				From East				From South				From West				
UTurn	Left	Thru	Right	UTurn	Left	Thru	Right	UTurn	Left	Thru	Right	UTurn	Left	Thru	Right	Total
Date 10/18/16																
Peak Hour Analysis By Entire Intersection for the Period: 16:00 to 18:00 on 10/18/16																
Peak start 17:00				17:00				17:00				17:00				
Volume	0	3	0	13	236	124	2336	3	0	0	0	256	0	0	1403	56
Percent	0%	19%	0%	81%	9%	5%	87%	0%	0%	0%	0%	100%	0%	0%	96%	4%
Pk total	16				2699				256				1459			
Highest	17:00				17:30				17:00				17:00			
Volume	0	2	0	3	56	38	621	0	0	0	0	80	0	0	361	14
Hi total	5				715				80				375			
PHF	.80				.94				.80				.97			



TRAFFIC SURVEY SPECIALISTS, IN

SR 84 & SW 26TH TERRACE
 FT LAUDERDALE, FLORIDA
 COUNTED BY: L. PALOMINO & S. SALVO
 SIGNALIZED

85 SE 4TH AVENUE, UNIT 109

DELRAY BEACH, FLORIDA

PHONE (561)272-3255

Site Code : 00160223

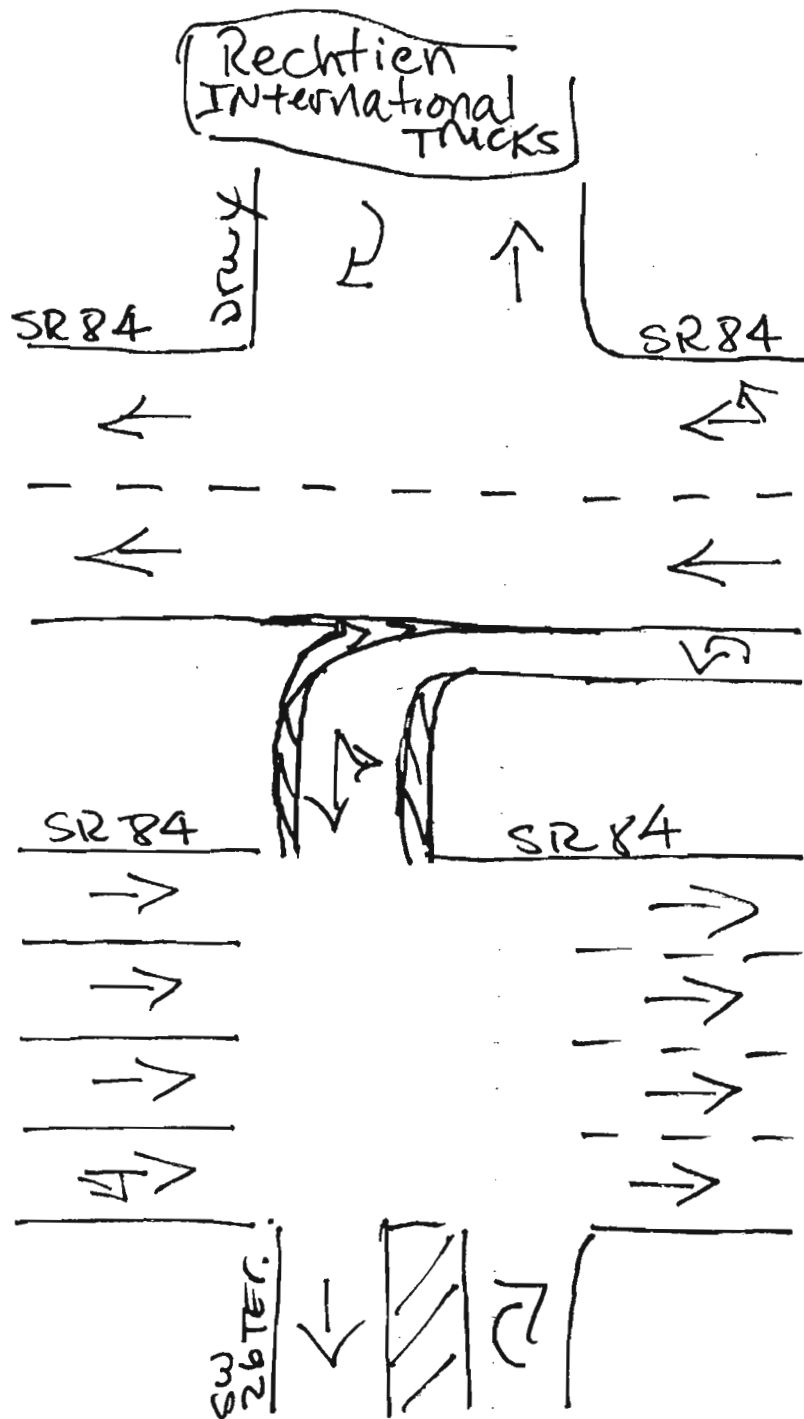
Start Date: 10/18/16

File I.D. : SR8426TE

Page : 1

PEDESTRIANS & BIKES

Date 10/18/16	DRIVEWAY From North				SR 84 From East				SW 26TH TERRACE From South				SR 84 From West				Total
	Left	BIKES	Right	Peds	Left	BIKES	Right	Peds	Left	BIKES	Right	Peds	Left	BIKES	Right	Peds	
07:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
07:15	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
07:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
07:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hr Total	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
08:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
08:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
08:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
08:45	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	1
Hr Total	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	1
* BREAK *																	
16:00	0	1	0	0	0	0	0	0	0	1	0	0	0	0	0	1	3
16:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16:30	0	1	0	2	0	0	0	0	0	0	0	0	0	0	0	0	3
16:45	0	1	0	1	0	0	0	0	0	0	0	2	0	0	0	0	4
Hr Total	0	3	0	3	0	0	0	0	0	1	0	2	0	0	0	1	10
17:00	0	2	0	1	0	0	0	0	0	1	0	2	0	0	0	0	6
17:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17:45	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
Hr Total	0	2	0	2	0	0	0	0	0	1	0	2	0	0	0	0	7
TOTAL	0	6	0	5	0	0	0	0	0	2	0	5	0	0	0	1	19



FT. Lauderdale, Florida
October 18, 2016
drawn by: Luis Palomino
signalized

SR 84 & PROJECT EAST DRIVEWAY
 FT LAUDERDALE, FLORIDA
 COUNTED BY: ROLANDO MARTINEZ
 NOT SIGNALIZED

TRAFFIC SURVEY SPECIALISTS, IN
 85 SE 4TH AVENUE, UNIT 109
 DELRAY BEACH, FLORIDA
 PHONE (561)272-3255

Site Code : 00160223
 Start Date: 10/18/16
 File I.D. : SR84EDWY
 Page : 1

ALL VEHICLES

-----				SR 84				PROJECT EAST DRIVEWAY				SR 84							
From North				From East				From South				From West							
UTurn	Left	Thru	Right	UTurn	Left	Thru	Right	UTurn	Left	Thru	Right	UTurn	Left	Thru	Right	Total			
Date 10/18/16 -----																			
07:00	0	0	0	0	0	0	311	0	0	0	0	1	29	0	513	1	855		
07:15	0	0	0	0	0	0	306	0	0	0	0	3	18	0	651	2	980		
07:30	0	0	0	0	0	0	327	0	0	0	0	0	20	0	723	1	1071		
07:45	0	0	0	0	0	0	479	0	0	0	0	3	13	0	748	0	1243		
Hr Total	0	0	0	0	0	0	1423	0	0	0	0	7	80	0	2635	4	4149		

08:00	0	0	0	0	0	0	370	0	0	0	0	3	20	0	656	0	1049		
08:15	0	0	0	0	0	0	375	0	0	0	0	1	13	0	749	1	1139		
08:30	0	0	0	0	0	0	369	0	0	0	0	3	12	0	681	0	1065		
08:45	0	0	0	0	0	0	334	0	0	0	0	1	12	0	620	1	968		
Hr Total	0	0	0	0	0	0	1448	0	0	0	0	8	57	0	2706	2	4221		
----- * BREAK * -----																			
16:00	0	0	0	0	0	0	445	0	0	0	0	2	33	0	432	1	913		
16:15	0	0	0	0	0	0	475	0	0	0	0	3	24	0	409	0	911		
16:30	0	0	0	0	0	0	651	0	0	0	0	2	29	0	483	2	1167		
16:45	0	0	0	0	0	0	629	0	0	0	0	4	15	0	369	0	1017		
Hr Total	0	0	0	0	0	0	2200	0	0	0	0	11	101	0	1693	3	4008		

17:00	0	0	0	0	0	0	656	0	0	0	0	4	26	0	479	0	1165		
17:15	0	0	0	0	0	0	630	0	0	0	0	2	28	0	448	0	1108		
17:30	0	0	0	0	0	0	683	0	0	0	0	2	21	0	423	0	1129		
17:45	0	0	0	0	0	0	629	0	0	0	0	4	24	0	416	2	1075		
Hr Total	0	0	0	0	0	0	2598	0	0	0	0	12	99	0	1766	2	4477		

TOTAL	0	0	0	0	0	0	7669	0	0	0	0	38	337	0	8800	11	16855		

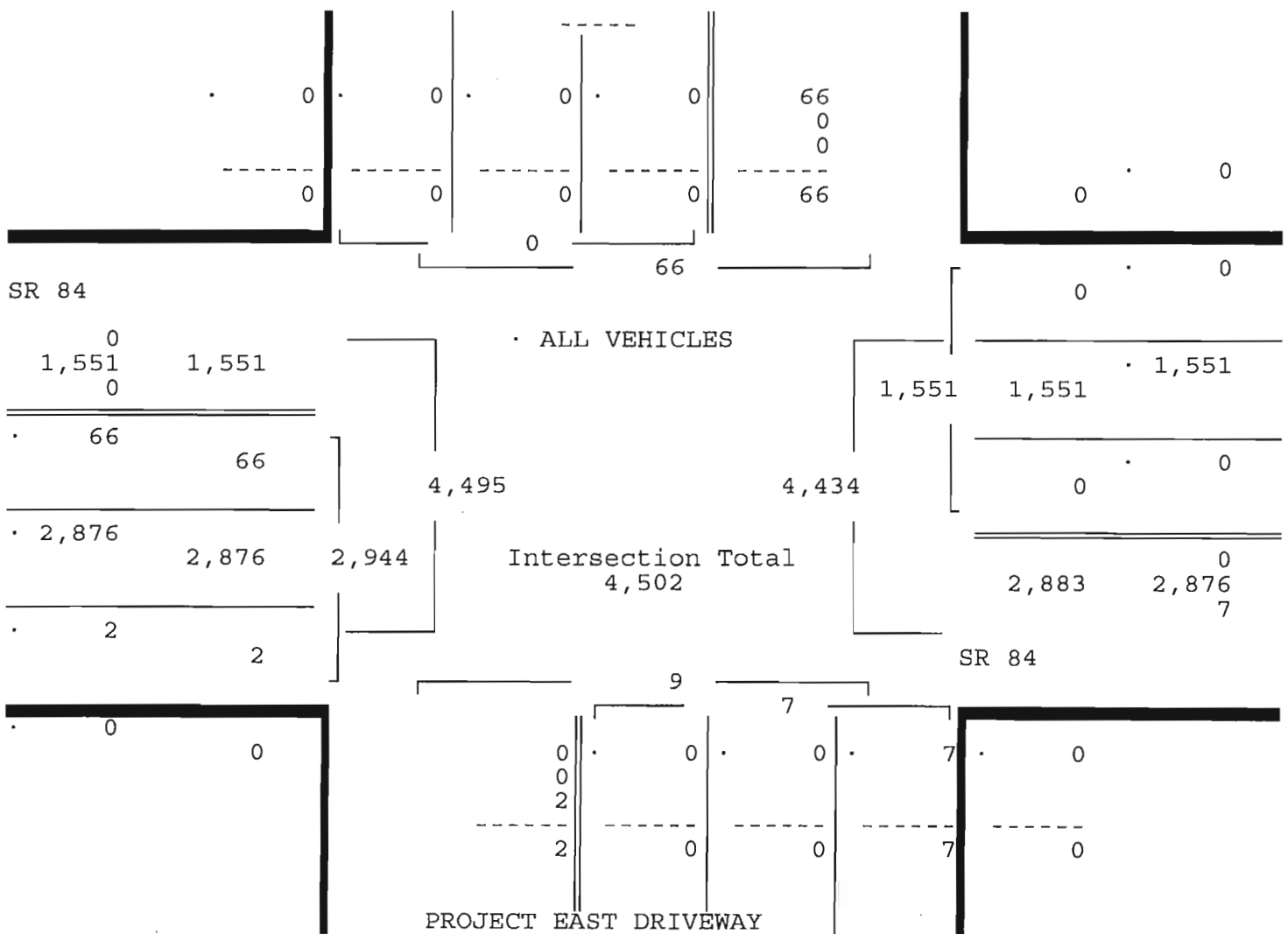
SR 84 & PROJECT EAST DRIVEWAY
 FT LAUDERDALE, FLORIDA
 COUNTED BY: ROLANDO MARTINEZ
 NOT SIGNALIZED

TRAFFIC SURVEY SPECIALISTS, IN
 85 SE 4TH AVENUE, UNIT 109
 DELRAY BEACH, FLORIDA
 PHONE (561)272-3255

Site Code : 00160223
 Start Date: 10/18/16
 File I.D. : SR84EDWY
 Page : 2

ALL VEHICLES

-----				SR 84				PROJECT EAST DRIVEWAY				SR 84				
From North				From East				From South				From West				
UTurn	Left	Thru	Right	UTurn	Left	Thru	Right	UTurn	Left	Thru	Right	UTurn	Left	Thru	Right	Total
Date 10/18/16 -----																
Peak Hour Analysis By Entire Intersection for the Period: 07:00 to 09:00 on 10/18/16																
Peak start 07:30				07:30				07:30				07:30				
Volume	0	0	0	0	0	0	1551	0	0	0	0	7	66	0	2876	2
Percent	0%	0%	0%	0%	0%	0%	100%	0%	0%	0%	0%	100%	2%	0%	98%	0%
Pk total	0				1551			7					2944			
Highest	07:00				07:45			07:45					08:15			
Volume	0	0	0	0	0	0	479	0	0	0	0	3	13	0	749	1
Hi total	0				479			3					763			
PHF	.0				.81			.58					.96			



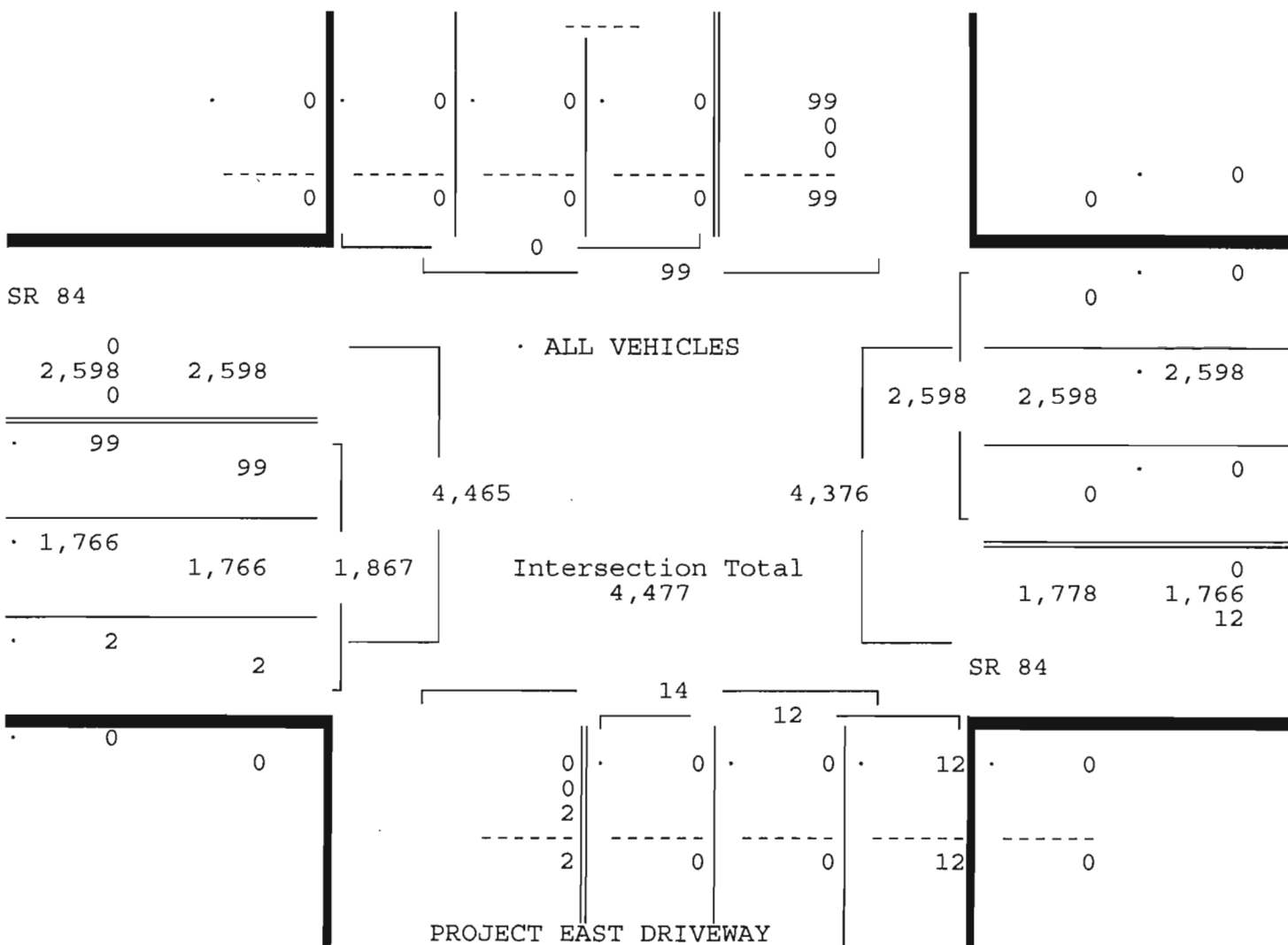
SR 84 & PROJECT EAST DRIVEWAY
 FT LAUDERDALE, FLORIDA
 COUNTED BY: ROLANDO MARTINEZ
 NOT SIGNALIZED

TRAFFIC SURVEY SPECIALISTS, IN.
 85 SE 4TH AVENUE, UNIT 109
 DELRAY BEACH, FLORIDA
 PHONE (561)272-3255

Site Code : 00160223
 Start Date: 10/18/16
 File I.D. : SR84EDWY
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ALL VEHICLES

-----				SR 84				PROJECT EAST DRIVEWAY				SR 84				
From North				From East				From South				From West				
UTurn	Left	Thru	Right	UTurn	Left	Thru	Right	UTurn	Left	Thru	Right	UTurn	Left	Thru	Right	Total
Date 10/18/16 -----																
Peak Hour Analysis By Entire Intersection for the Period: 16:00 to 18:00 on 10/18/16																
Peak start 17:00				17:00				17:00				17:00				
Volume	0	0	0	0	0	0	2598	0	0	0	0	12	99	0	1766	2
Percent	0%	0%	0%	0%	0%	0%	100%	0%	0%	0%	0%	100%	5%	0%	95%	0%
Pk total	0				2598			12				1867				
Highest	07:00			17:30			17:00			17:00						
Volume	0	0	0	0	0	0	683	0	0	0	0	4	26	0	479	0
Hi total	0				683			4				505				
PHF	.0				.95			.75				.92				



TRAFFIC SURVEY SPECIALISTS, INC.

SR 84 & PROJECT EAST DRIVEWAY
 FT LAUDERDALE, FLORIDA
 COUNTED BY: ROLANDO MARTINEZ
 NOT SIGNALIZED

85 SE 4TH AVENUE, UNIT 109
 DELRAY BEACH, FLORIDA
 PHONE (561)272-3255

Site Code : 00160223
 Start Date: 10/18/16
 File I.D. : SR84EDWY
 Page : 1

PEDESTRIANS & BIKES

----- From North				SR 84 From East				PROJECT EAST DRIVEWAY From South				SR 84 From West							
Left	BIKES	Right	Peds	Left	BIKES	Right	Peds	Left	BIKES	Right	Peds	Left	BIKES	Right	Peds			Total	
Date 10/18/16 -----																			
07:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
07:15	0	1	0	0	0	0	0	0	1	0	0	0	0	0	0	1	0	3	
07:30	0	0	0	0	0	1	0	2	0	0	0	0	0	0	0	0	0	3	
07:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Hr Total	0	1	0	0	0	1	0	2	0	1	0	0	0	0	0	1	0	6	
08:00	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	2	
08:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
08:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
08:45	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	
Hr Total	0	0	0	1	0	2	0	0	0	0	0	0	0	0	0	0	0	3	
----- * BREAK * -----																			
16:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
16:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1	
16:30	0	1	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	2	
16:45	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	
Hr Total	0	2	0	0	0	0	0	1	0	0	0	0	0	0	0	1	0	4	
----- * BREAK * -----																			
TOTAL	0	3	0	1	0	3	0	3	0	1	0	0	0	0	0	2	0	13	

SR 84 & PROJECT WEST DRIVEWAY
 FT LAUDERDALE, FLORIDA
 COUNTED BY: MARISA CRUZ
 NOT SIGNALIZED, EB & DRIVEWAY ONLY

TRAFFIC SURVEY SPECIALISTS, INC
 85 SE 4TH AVENUE, UNIT 109
 DELRAY BEACH, FLORIDA
 PHONE (561)272-3255

Site Code : 00160223
 Start Date: 10/18/16
 File I.D. : SR84MDWY
 Page : 1

EB & DWY VOLUME ONLY

----- From North				SR 84 From East				PROJECT DRIVEWAY From South				SR 84 From West					
UTurn	Left	Thru	Right	UTurn	Left	Thru	Right	UTurn	Left	Thru	Right	UTurn	Left	Thru	Right	Total	
Date 10/18/16 -----																	
07:00	0	0	0	0	0	0	0	0	0	0	0	5	0	0	539	5	549
07:15	0	0	0	0	0	0	0	0	0	0	0	7	0	0	720	7	734
07:30	0	0	0	0	0	0	0	0	0	0	0	4	0	0	781	3	788
07:45	0	0	0	0	0	0	0	0	0	0	0	5	0	0	762	4	771
Hr Total	0	0	0	0	0	0	0	0	0	0	0	21	0	0	2802	19	2842
08:00	0	0	0	0	0	0	0	0	0	0	0	5	0	0	718	4	727
08:15	0	0	0	0	0	0	0	0	0	0	0	2	0	0	796	2	800
08:30	0	0	0	0	0	0	0	0	0	0	0	1	0	0	709	7	717
08:45	0	0	0	0	0	0	0	0	0	0	0	6	0	0	677	4	687
Hr Total	0	0	0	0	0	0	0	0	0	0	0	14	0	0	2900	17	2931
----- * BREAK * -----																	
16:00	0	0	0	0	0	0	0	0	0	0	0	6	0	0	463	11	480
16:15	0	0	0	0	0	0	0	0	0	0	0	3	0	0	433	13	449
16:30	0	0	0	0	0	0	0	0	0	0	0	3	0	0	526	14	543
16:45	0	0	0	0	0	0	0	0	0	0	0	3	0	0	383	7	393
Hr Total	0	0	0	0	0	0	0	0	0	0	0	15	0	0	1805	45	1865
17:00	0	0	0	0	0	0	0	0	0	0	0	9	0	0	525	8	542
17:15	0	0	0	0	0	0	0	0	0	0	0	11	0	0	470	6	487
17:30	0	0	0	0	0	0	0	0	0	0	0	8	0	0	450	10	468
17:45	0	0	0	0	0	0	0	0	0	0	0	3	0	0	455	11	469
Hr Total	0	0	0	0	0	0	0	0	0	0	0	31	0	0	1900	35	1966

TOTAL	0	0	0	0	0	0	0	0	0	0	0	81	0	0	9407	116	9604

SR 84 & PROJECT WEST DRIVEWAY
 FT LAUDERDALE, FLORIDA
 COUNTED BY: MARISA CRUZ
 NOT SIGNALIZED, EB & DRIVEWAY ONLY

TRAFFIC SURVEY SPECIALISTS, INC
 85 SE 4TH AVENUE, UNIT 109
 DELRAY BEACH, FLORIDA
 PHONE (561)272-3255

Site Code : 00160223
 Start Date: 10/18/16
 File I.D. : SR84MDWY
 Page : 2

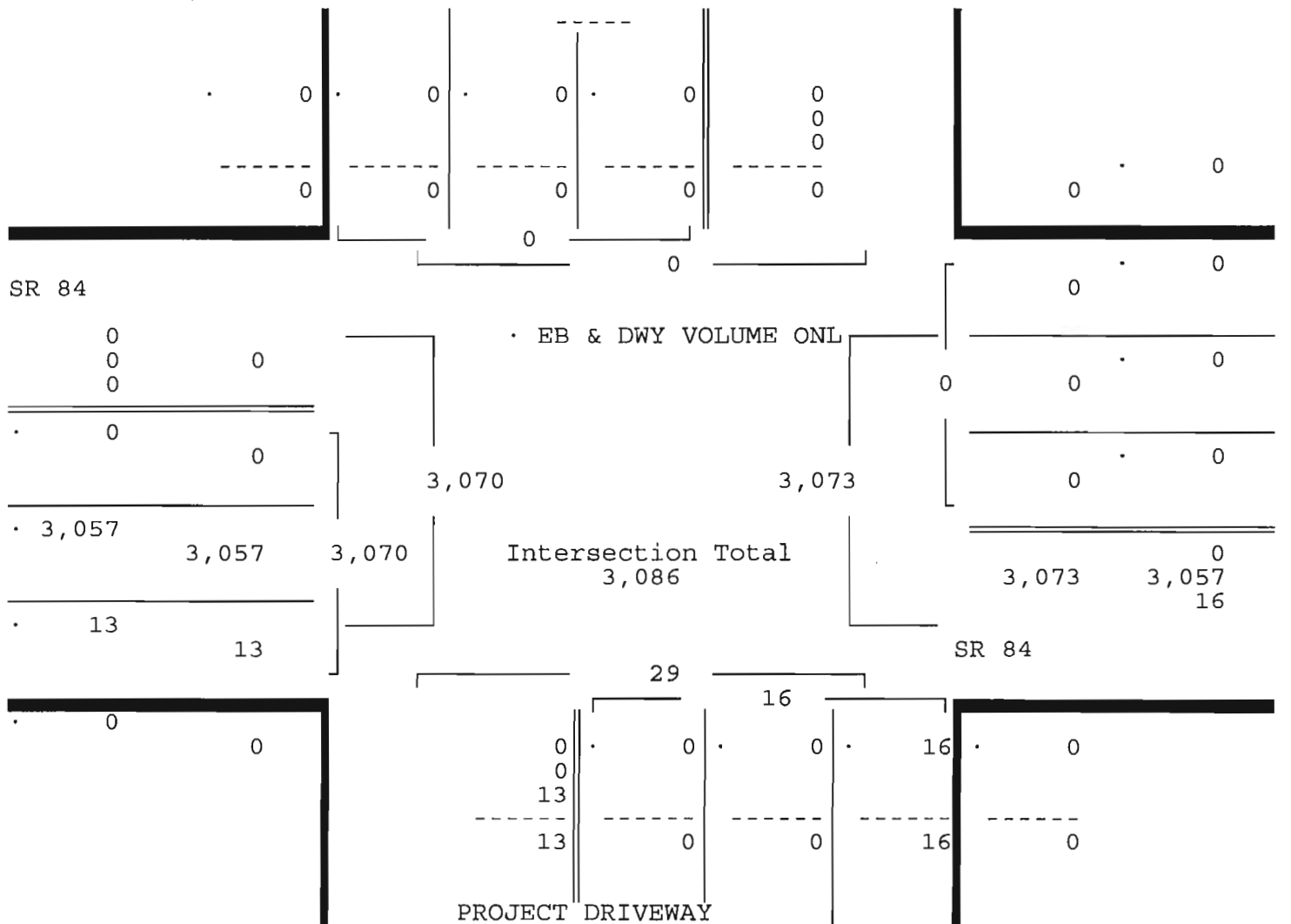
EB & DWY VOLUME ONLY

From North				From East				From South				From West				Total
UTurn	Left	Thru	Right	UTurn	Left	Thru	Right	UTurn	Left	Thru	Right	UTurn	Left	Thru	Right	

Date 10/18/16

Peak Hour Analysis By Entire Intersection for the Period: 07:00 to 09:00 on 10/18/16

Peak start 07:30					07:30					07:30					07:30				
Volume	0	0	0	0	0	0	0	0	0	0	0	16	0	0	3057	13			
Percent	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%	0%	0%	100%	0%			
Pk total	0				0					16			3070						
Highest 07:00					07:00					07:45					08:15				
Volume	0	0	0	0	0	0	0	0	0	0	0	5	0	0	796	2			
Hi total	0				0					5			798						
PHF	.0				.0					.80			.96						



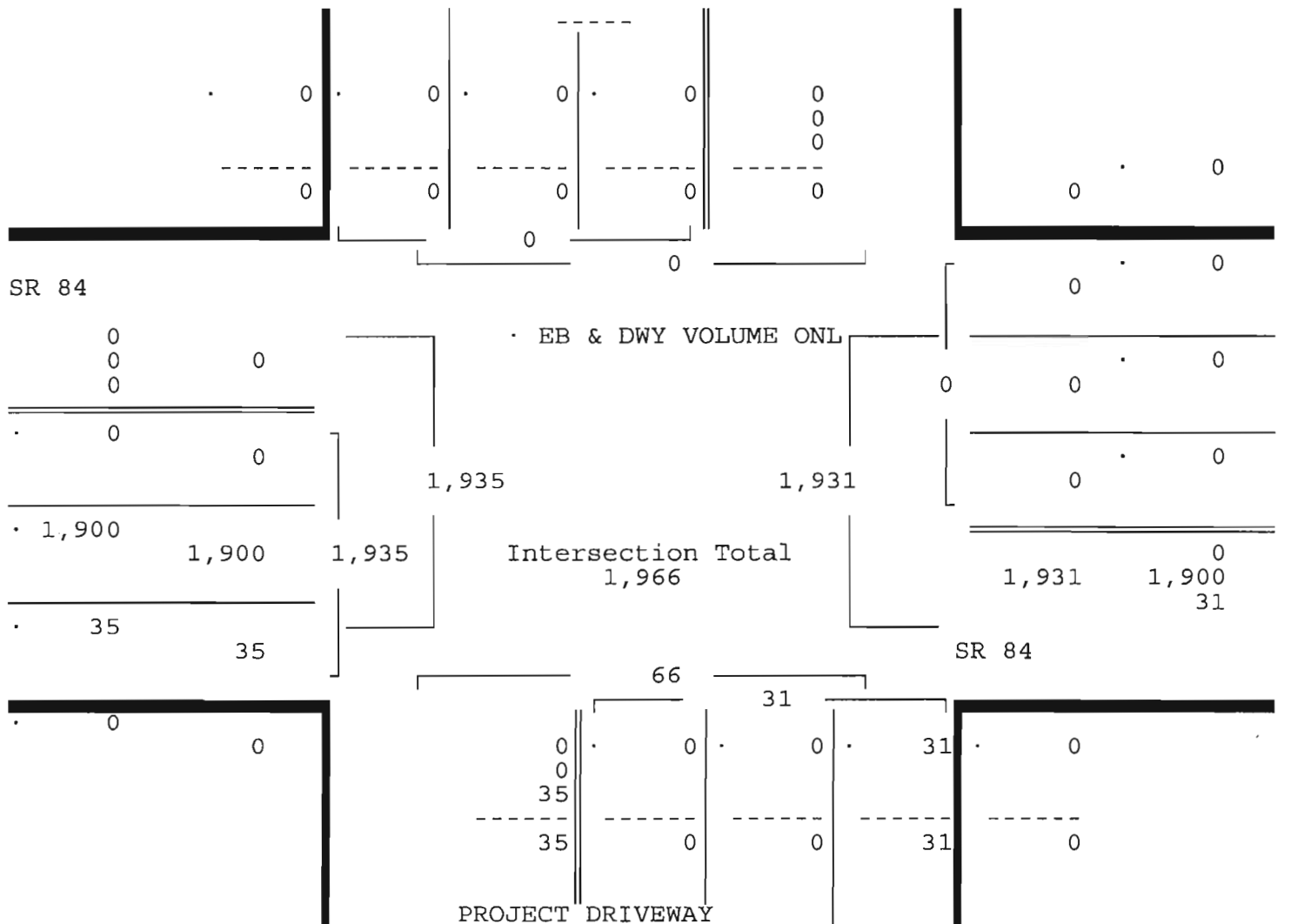
SR 84 & PROJECT WEST DRIVEWAY
 FT LAUDERDALE, FLORIDA
 COUNTED BY: MARISA CRUZ
 NOT SIGNALIZED, EB & DRIVEWAY ONLY

TRAFFIC SURVEY SPECIALISTS, INC
 85 SE 4TH AVENUE, UNIT 109
 DELRAY BEACH, FLORIDA
 PHONE (561)272-3255

Site Code : 00160223
 Start Date: 10/18/16
 File I.D. : SR84MDWY
 Page : 3

EB & DWY VOLUME ONLY

-----				SR 84				PROJECT DRIVEWAY				SR 84				
From North				From East				From South				From West				
UTurn	Left	Thru	Right	UTurn	Left	Thru	Right	UTurn	Left	Thru	Right	UTurn	Left	Thru	Right	Total
Date 10/18/16 -----																
Peak Hour Analysis By Entire Intersection for the Period: 16:00 to 18:00 on 10/18/16																
Peak start 17:00				17:00				17:00				17:00				
Volume	0	0	0	0	0	0	0	0	0	0	31	0	0	1900	35	
Percent	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%	0%	0%	98%	2%	
Pk total	0			0				31				1935				
Highest	07:00			07:00				17:15				17:00				
Volume	0	0	0	0	0	0	0	0	0	0	11	0	0	525	8	
Hi total	0			0				11				533				
PHF	.0			.0				.70				.91				



TRAFFIC SURVEY SPECIALISTS, INC.

SR 84 & PROJECT WEST DRIVEWAY
 FT LAUDERDALE, FLORIDA
 COUNTED BY: MARISA CRUZ
 NOT SIGNALIZED, EB & DRIVEWAY ONLY

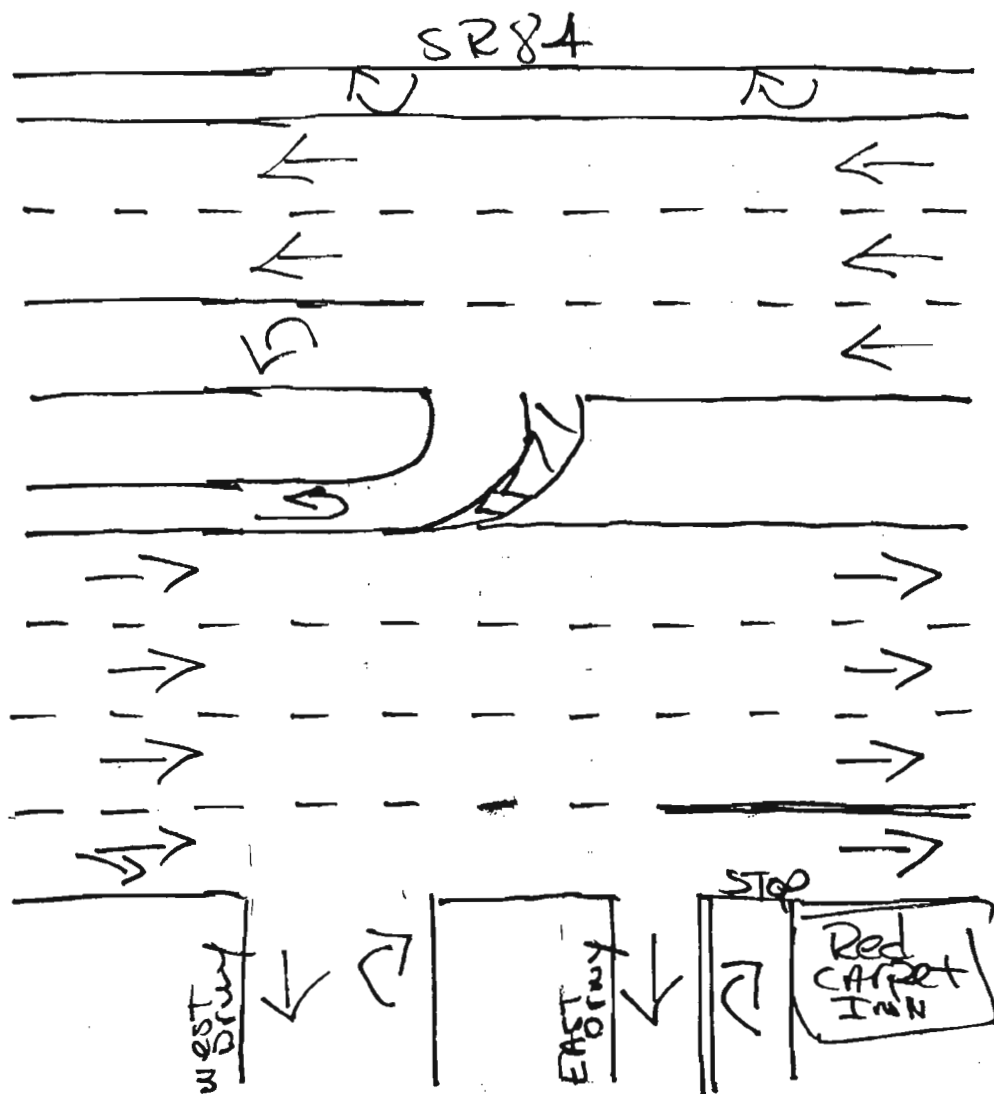
85 SE 4TH AVENUE, UNIT 109
 DELRAY BEACH, FLORIDA
 PHONE (561)272-3255

Site Code : 00160223
 Start Date: 10/18/16
 File I.D. : SR84MDWY
 Page : 1

PEDESTRIANS & BIKES

Date 10/18/16	From North				SR 84 From East				PROJECT DRIVEWAY From South				SR 84 From West				Total
	Left	BIKES	Right	Peds	Left	BIKES	Right	Peds	Left	BIKES	Right	Peds	Left	BIKES	Right	Peds	
07:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
07:15	0	0	0	0	0	0	0	0	0	1	0	2	0	0	0	0	3
07:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
07:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hr Total	0	0	0	0	0	0	0	0	0	1	0	2	0	0	0	0	3
08:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
08:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
08:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
08:45	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	1
Hr Total	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	1
* BREAK *																	
16:00	0	0	0	0	0	0	0	0	0	1	0	2	0	0	0	1	4
16:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16:30	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	2
16:45	0	0	0	0	0	0	0	0	0	0	0	3	0	0	0	1	4
Hr Total	0	0	0	0	0	0	0	0	0	1	0	7	0	0	0	2	10
17:00	0	0	0	0	0	0	0	0	0	1	0	4	0	0	0	0	5
17:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17:30	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	2
17:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hr Total	0	0	0	0	0	0	0	0	0	3	0	4	0	0	0	0	7
TOTAL	0	0	0	0	0	0	0	0	0	5	0	14	0	0	0	2	21

North



FT. Lauderdale, Florida
October 18, 2016
drawn by: Luis Palomino
NOT signalized

2015 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: ALL
 CATEGORY: 8601 CEN.-W OF US1 TO SR7

MOCF: 0.96

WEEK	DATES	SF	PSCF
=====			
1	01/01/2015 - 01/03/2015	1.00	1.04
2	01/04/2015 - 01/10/2015	1.00	1.04
3	01/11/2015 - 01/17/2015	0.99	1.03
* 4	01/18/2015 - 01/24/2015	0.98	1.02
* 5	01/25/2015 - 01/31/2015	0.97	1.01
* 6	02/01/2015 - 02/07/2015	0.96	1.00
* 7	02/08/2015 - 02/14/2015	0.95	0.99
* 8	02/15/2015 - 02/21/2015	0.95	0.99
* 9	02/22/2015 - 02/28/2015	0.95	0.99
*10	03/01/2015 - 03/07/2015	0.95	0.99
*11	03/08/2015 - 03/14/2015	0.95	0.99
*12	03/15/2015 - 03/21/2015	0.96	1.00
*13	03/22/2015 - 03/28/2015	0.97	1.01
*14	03/29/2015 - 04/04/2015	0.97	1.01
*15	04/05/2015 - 04/11/2015	0.98	1.02
*16	04/12/2015 - 04/18/2015	0.99	1.03
17	04/19/2015 - 04/25/2015	0.99	1.03
18	04/26/2015 - 05/02/2015	1.00	1.04
19	05/03/2015 - 05/09/2015	1.00	1.04
20	05/10/2015 - 05/16/2015	1.01	1.05
21	05/17/2015 - 05/23/2015	1.01	1.05
22	05/24/2015 - 05/30/2015	1.02	1.06
23	05/31/2015 - 06/06/2015	1.02	1.06
24	06/07/2015 - 06/13/2015	1.03	1.07
25	06/14/2015 - 06/20/2015	1.03	1.07
26	06/21/2015 - 06/27/2015	1.04	1.08
27	06/28/2015 - 07/04/2015	1.05	1.09
28	07/05/2015 - 07/11/2015	1.05	1.09
29	07/12/2015 - 07/18/2015	1.05	1.09
30	07/19/2015 - 07/25/2015	1.05	1.09
31	07/26/2015 - 08/01/2015	1.04	1.08
32	08/02/2015 - 08/08/2015	1.04	1.08
33	08/09/2015 - 08/15/2015	1.04	1.08
34	08/16/2015 - 08/22/2015	1.04	1.08
35	08/23/2015 - 08/29/2015	1.04	1.08
36	08/30/2015 - 09/05/2015	1.04	1.08
37	09/06/2015 - 09/12/2015	1.04	1.08
38	09/13/2015 - 09/19/2015	1.03	1.07
39	09/20/2015 - 09/26/2015	1.03	1.07
40	09/27/2015 - 10/03/2015	1.02	1.06
41	10/04/2015 - 10/10/2015	1.02	1.06
42	10/11/2015 - 10/17/2015	1.01	1.05
43	10/18/2015 - 10/24/2015	1.01	1.05
44	10/25/2015 - 10/31/2015	1.01	1.05
45	11/01/2015 - 11/07/2015	1.01	1.05
46	11/08/2015 - 11/14/2015	1.01	1.05
47	11/15/2015 - 11/21/2015	1.01	1.05
48	11/22/2015 - 11/28/2015	1.01	1.05
49	11/29/2015 - 12/05/2015	1.00	1.04
50	12/06/2015 - 12/12/2015	1.00	1.04
51	12/13/2015 - 12/19/2015	1.00	1.04
52	12/20/2015 - 12/26/2015	1.00	1.04
53	12/27/2015 - 12/31/2015	0.99	1.03

* PEAK SEASON

03-MAR-2016 11:19:09

830UPD

4_8601_PKSEASON.TXT

APPENDIX D: VOLUME DEVELOPMENT WORKSHEETS

VOLUME DEVELOPMENT SHEET
WYNDHAM - DANIA
MARINA MILE BOULEVARD (SR 84) & SW 26TH TERRACE

Growth Rate = 1.14%
Peak Season = 1.05 1.05
Buildout Year = 2020 2020
Years = 4 4

AM Peak Hour

	Northbound			Southbound			Eastbound			Westbound		
	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT
Existing Volume on 10/18/2016	0	0	108	0	0	5	0	2,729	57	317	1,192	6
Peak Season Volume	0	0	113	0	0	5	0	2,865	60	333	1,252	6
Traffic Volume Growth	0	0	5	0	0	0	0	133	3	15	58	0
Background Traffic Volumes	0	0	118	0	0	5	0	2,998	63	348	1,310	6
Commercial Traffic												
Inbound Traffic Assignment			10.0%					10.0%		80.0%		
Inbound Traffic Volumes			3					3		25		
Outbound Traffic Assignment												
Outbound Traffic Volumes												
Project Traffic			3					3		25		
TOTAL TRAFFIC	0	0	121	0	0	5	0	3,001	63	373	1,310	6

PM Peak Hour

	Northbound			Southbound			Eastbound			Westbound		
	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT
Existing Volume on 10/18/2016	0	0	256	3	0	13	0	1,403	56	360	2,336	3
Peak Season Volume	0	0	269	3	0	14	0	1,473	59	378	2,453	3
Traffic Volume Growth	0	0	12	0	0	1	0	68	3	18	114	0
Background Traffic Volumes	0	0	281	3	0	15	0	1,541	62	396	2,567	3
Commercial Traffic												
Inbound Traffic Assignment			10.0%					10.0%		80.0%		
Inbound Traffic Volumes			3					3		25		
Outbound Traffic Assignment												
Outbound Traffic Volumes												
Project Traffic			3					3		25		
TOTAL TRAFFIC	0	0	284	3	0	15	0	1,544	62	421	2,567	3

VOLUME DEVELOPMENT SHEET
WYNDHAM - DANIA
MARINA MILE BOULEVARD (SR 84) & WEST DRIVEWAY

Growth Rate = 1.14%
Peak Season = 1.05 1.05
Buildout Year = 2020 2020
Years = 4 4

AM Peak Hour

	Northbound			Southbound			Eastbound			Westbound ⁽¹⁾		
	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT
Existing Volume on 10/18/2016	0	0	16	0	0	0	0	3,057	13	0	0	0
Peak Season Volume	0	0	17	0	0	0	0	3,210	14	0	0	0
Thru Volume Adjustment for HCS+ Analysis*								2,140				
Traffic Volume Growth	0	0	1	0	0	0	0	149	1	0	0	0
Background Traffic Volumes	0	0	18	0	0	0	0	3,359	15	0	0	0
Diverted Volumes												
Thru Volume Adjustment for HCS+ Analysis*								2,239				
Commercial Traffic												
Inbound Traffic Assignment								20.0%	80.0%			
Inbound Traffic Volumes								6	25			
Outbound Traffic Assignment			100.0%									
Outbound Traffic Volumes			22									
Project Traffic			22					6	25			
TOTAL TRAFFIC	0	0	40	0	0	0	0	3,365	40	0	0	0
THRU VOLUME ADJUSTMENT FOR HCS+ ANALYSIS*								2,243				

PM Peak Hour

	Northbound			Southbound			Eastbound			Westbound ⁽¹⁾		
	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT
Existing Volume on 10/18/2016	0	0	31	0	0	0	0	1,900	35	0	0	0
Peak Season Volume	0	0	33	0	0	0	0	1,995	37	0	0	0
Thru Volume Adjustment for HCS+ Analysis*								1,330				
Traffic Volume Growth	0	0	2	0	0	0	0	93	2	0	0	0
Background Traffic Volumes	0	0	35	0	0	0	0	2,088	39	0	0	0
Diverted Volumes												
Thru Volume Adjustment for HCS+ Analysis*								1,392				
Commercial Traffic												
Inbound Traffic Assignment								20.0%	80.0%			
Inbound Traffic Volumes								6	25			
Outbound Traffic Assignment			100.0%									
Outbound Traffic Volumes			29									
Project Traffic			29					6	25			
TOTAL TRAFFIC	0	0	64	0	0	0	0	2,094	64	0	0	0
THRU VOLUME ADJUSTMENT FOR HCS+ ANALYSIS*								1,396				

*66.67% adjustment to account for HCS+ only allowing a maximum of two major street through lanes and SR 84 being a 4-lane divided highway. Driveways were analyzed using 1 through lane and 1 shared through/right lane in the EB and WB directions

(1) Because there is no median opening at this location, westbound traffic was not counted and does not conflict with the volumes at the site's driveways.

**VOLUME DEVELOPMENT SHEET
WYNDHAM - DANIA
MARINA MILE BOULEVARD (SR 84) & EAST DRIVEWAY**

Growth Rate = 1.14%
Peak Season = 1.05 1.05
Buildout Year = 2020 2020
Years = 4 4

AM Peak Hour

	Northbound			Southbound			Eastbound			Westbound		
	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT
Existing Volume on 10/18/2016	0	0	7	0	0	0	66	2,876	2	0	1,551	0
Peak Season Volume	0	0	7	0	0	0	69	3,020	2	0	1,629	0
Thru Volume Adjustment for HCS+ Analysis*								2,013			1,086	
Traffic Volume Growth	0	0	0	0	0	0	3	140	0	0	76	0
Background Traffic Volumes	0	0	7	0	0	0	72	3,160	2	0	1,705	0
Diverted Volumes			0									
Thru Volume Adjustment for HCS+ Analysis*								2,107			1,137	
Commercial Traffic												
Inbound Traffic Assignment									20.0%		80.0%	
Inbound Traffic Volumes									6		25	
Outbound Traffic Assignment								100.0%				
Outbound Traffic Volumes								22				
Project Traffic								22	6		25	
TOTAL TRAFFIC	0	0	7	0	0	0	72	3,182	8	0	1,730	0
THRU VOLUME ADJUSTMENT FOR HCS+ ANALYSIS*								2,121			1,153	

PM Peak Hour

	Northbound			Southbound			Eastbound			Westbound		
	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT
Existing Volume on 10/18/2016	0	0	12	0	0	0	99	1,766	2	0	2,598	0
Peak Season Volume	0	0	13	0	0	0	104	1,854	2	0	2,728	0
Thru Volume Adjustment for HCS+ Analysis*								1,236			1,819	
Traffic Volume Growth	0	0	1	0	0	0	5	86	0	0	127	0
Background Traffic Volumes	0	0	14	0	0	0	109	1,940	2	0	2,855	0
Diverted Volumes			0									
Thru Volume Adjustment for HCS+ Analysis*								1,293			1,903	
Commercial Traffic												
Inbound Traffic Assignment									20.0%		80.0%	
Inbound Traffic Volumes									6		25	
Outbound Traffic Assignment								100.0%				
Outbound Traffic Volumes								29				
Project Traffic								29	6		25	
TOTAL TRAFFIC	0	0	14	0	0	0	109	1,969	8	0	2,880	0
THRU VOLUME ADJUSTMENT FOR HCS+ ANALYSIS*								1,313			1,920	

*66.67% adjustment to account for HCS+ only allowing a maximum of two major street through lanes and SR 84 being a 4-lane divided highway. Driveways were analyzed using 1 through lane and 1 shared through/right lane in the EB and WB directions

APPENDIX E: SIGNAL TIMING

Laukaitis, Benjamin

From: Stephanie.Kinlen@kimley-horn.com
Sent: Wednesday, October 26, 2016 3:58 PM
To: Laukaitis, Benjamin
Subject: Request for Signal Timing Sheets

Good Afternoon Ben,

I'm working on a traffic study in Dania Beach and I need to analyze the intersection of SR 84 & 26th Terrace. Could you please send me the signal timing sheets for this intersection?

Thank you!

Stephanie Kinlen, E.I.

Kimley-Horn | 1920 Wekiva Way, West Palm Beach, FL 33411

Direct: 561.840.0852 | Mobile: 561.267.6837 | www.kimley-horn.com

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BROWARD COUNTY TRAFFIC ENGINEERING
ACTUATED TRAFFIC SIGNAL TIMING SHEET

Intersection Number	2307	Initial Operation Date	1/7/84
Controller Type	2070	System Number	
Modification Number	8	Modification Date	05/07/2015
Drawing/Project No	523004-1-52-01	FPL Grid Number	87477095205
Intersection	SR 84 and SW 26 TERRACE		
Municipality	DANIA BEACH		

Controller Phase	1	2	3	4	5	6	7	8
Face Number	5	6		4				
Direction	WBL	EB		NB				
Initial Green(MIN)	5	12		6				
Vehicle Ext.(GAP)	3.0	3.0		2.0				
Maximum Green I	30	65		20				
Maximum Green II	20	70		12				
Yellow Clearance	5.0	5.0		4.0				
All Red Clearance	2.0	2.0		2.0				
Phase Recall	OFF	MIN		OFF				
Detector Delay				20-RT				
Walk		7						
Pedestrian Clearance		16						
Permissive	NO							
Flash Operation	RED	YELLOW		RED				
Green Return								

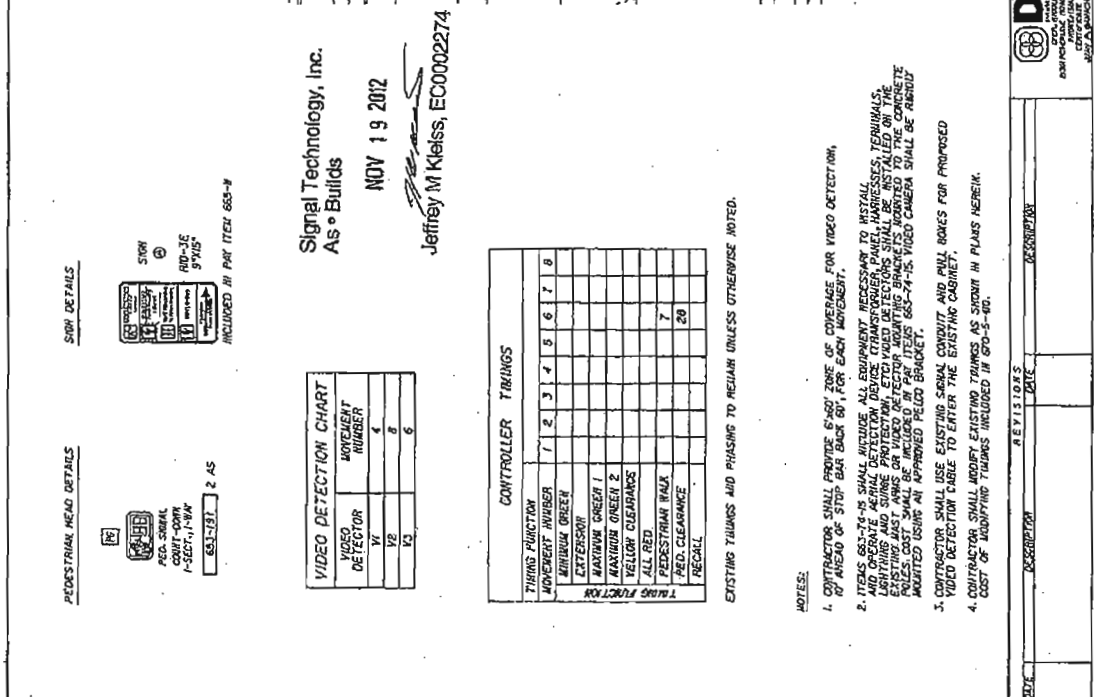
Attachment

Channel/Drop / IP Address

NOTES:

1. MAX 2 OPERATION: 0645-0930, MON.- FRI.
2. MOD. 8 UPDATES YELLOW CLEARANCES ON PHASES 1 & 2 AND ALL RED CLEARANCE VALUES ON PHASES 2 & 4 PER FDOT STANDARDS.

Submitted By _____ Approved By _____



PEDESTRIAN HEAD DETAILS

SNOW DETAILS

REC-8

[illegible]

69J-191 2 AS

INCLUDED IN PAY ITEM 655-M

VIDEO DETECTION CHART	
VIDEO DETECTOR	MOVEMENT NUMBER
1A	4
2A	8
3A	6

Signal Technology, Inc.
As • Builds

NOV 19 2012

Jeffrey M Kleiss, EC0002274

		CONTROLLER TUBINGS							
	TUBING FUNCTION	1	2	3	4	5	6	7	8
	MIXED AIR INLET								
	MIXED AIR GREEN								
	EXTENSION								
	MAYNARD GREEN 1								
	MAYNARD GREEN 2								
	YELLOW CLEANHAWK								
	ALL RED							7	
	PEDDESTRIAN WALK								
	FED. CLEANHAWK							20	
	RECALL								

EXISTING YLLINGS AND PHASING TO RELIAB UNLESS OTHERWISE NOTED.

NOTES:

- [illegible]

REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION

[illegible]

STATES OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
84	BROWARD	423004-1-SB-Q1

2307	SHEET NO.

SIGNALIZATION PLAN

107-6988

Station : 2307 - SR 84 & SW 26 Terrace (Standard File)

Phase	1 (WL)	2 (ET)	3	4 (NT)	5	6	7	8	9	10	11	12	13	14	15	16
Walk		7				7										
Ped Clearance		16				25										
Min Green	5	12		6												
Gap Ext	3	3	1	2	1	1	1	1								
Max1	30	65		20	15	35	15	35								
Max2	20	70		12												
Yellow Clr	5	5	4	4	4	4	4	4	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5
Red Clr	2	2	2	2	2	2	2	2	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5
Red Revert																
Added Initial																
Max Initial																
Time Before Reduce																
Cars Before Reduce																
Time To Reduce																
Reduce By																
Min Gap																
Dynamic Max Limit																
Dynamic Max Step																
Enable	ON	ON		ON												
Auto Flash Entry		ON		ON												
Auto Flash Exit																
Non-Actuated 1																
Non-Actuated 2																
Lock Call									ON	ON	ON	ON	ON	ON	ON	ON
Min Recall		ON														
Max Recall																
Ped Recall																
Soft Recall																
Dual Entry																
Sim Gap Enable									ON	ON	ON	ON	ON	ON	ON	ON
Guar Passage																
Rest In Walk																
Cond Service																
Add Init Calc																
Concurrent Ps	1	1	1	1	2	2	2	2								

Preemption

Channel	1	2	3	4	5	6
Lock Input	ON	ON	ON	ON	ON	ON
Override Auto Flash	ON	ON	ON	ON	ON	ON
Override Higher Preempt	ON	ON	ON	ON	ON	ON
Flash in Dwell	ON	ON	ON	ON	ON	ON
Link to Preempt						
Delay						
Min Duration						
Min Green						
Min Walk						
Ped Clear						
Track Green						
Min Dwell						
Max Presence						
Track Veh 1						
Track Veh 2						
Track Veh 3						
Track Veh 4						
Dwell Cyc Veh 1						
Dwell Cyc Veh 2						
Dwell Cyc Veh 3						
Dwell Cyc Veh 4						
Dwell Cyc Veh 5						
Dwell Cyc Veh 6						
Dwell Cyc Veh 7						
Dwell Cyc Veh 8						
Dwell Cyc Veh 9						
Dwell Cyc Veh 10						
Dwell Cyc Veh 11						
Dwell Cyc Veh 12						
Dwell Cyc Ped1						
Dwell Cyc Ped2						
Dwell Cyc Ped3						
Dwell Cyc Ped4						
Dwell Cyc Ped5						
Dwell Cyc Ped6						
Dwell vPed7						
Dwell Cyc Ped8						
Exit 1						

Preempt LP

Channel	1	2	3	4
Min				
Max				
Enable				
Lock Mode	MAX	MAX	MAX	MAX
Coord in Preempt				
No Skip				
Priority P1				
Priority P2				
Priority P3				
Priority P4				
Lock				
Headway				
Group Lock				
Queue Jump				
Free Mode				
Alt Table				

Coordination

[illegible]

APPENDIX F: SYNCHRO AND HCS+ OUTPUT WORKSHEETS

Queues
3: SW 26th Terrace & SR 84

Existing (2016) AM Peak Hour
10/26/2016



Lane Group	EBT	WBL	NBR
Lane Group Flow (vph)	3179	362	123
v/c Ratio	0.74	1.16	0.44
Control Delay	13.1	136.5	6.2
Queue Delay	0.0	0.0	0.0
Total Delay	13.1	136.5	6.2
Queue Length 50th (ft)	389	~259	0
Queue Length 95th (ft)	429	#447	11
Internal Link Dist (ft)	297		
Turn Bay Length (ft)		640	
Base Capacity (vph)	4309	311	282
Starvation Cap Reductn	0	0	0
Spillback Cap Reductn	0	0	0
Storage Cap Reductn	0	0	0
Reduced v/c Ratio	0.74	1.16	0.44

Intersection Summary

- ~ Volume exceeds capacity, queue is theoretically infinite.
Queue shown is maximum after two cycles.
- # 95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

HCM Signalized Intersection Capacity Analysis
3: SW 26th Terrace & SR 84

Existing (2016) AM Peak Hour
10/26/2016

	→	↘	↙	←	↖	↗
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑↑↑→		↘			↗
Traffic Volume (vph)	2865	60	333	0	0	113
Future Volume (vph)	2865	60	333	0	0	113
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Total Lost time (s)	4.5		4.5			4.5
Lane Util. Factor	0.86		1.00			1.00
Frt	1.00		1.00			0.86
Flt Protected	1.00		0.95			1.00
Satd. Flow (prot)	6388		1770			1611
Flt Permitted	1.00		0.05			1.00
Satd. Flow (perm)	6388		99			1611
Peak-hour factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	3114	65	362	0	0	123
RTOR Reduction (vph)	2	0	0	0	0	115
Lane Group Flow (vph)	3177	0	362	0	0	8
Turn Type	NA		D.P+P			Perm
Protected Phases	4		3			
Permitted Phases			4			2
Actuated Green, G (s)	75.5		91.0			7.5
Effective Green, g (s)	75.5		91.0			7.5
Actuated g/C Ratio	0.67		0.81			0.07
Clearance Time (s)	4.5		4.5			4.5
Vehicle Extension (s)	3.0		3.0			3.0
Lane Grp Cap (vph)	4306		311			107
v/s Ratio Prot	0.50		c0.16			
v/s Ratio Perm			c0.79			c0.01
v/c Ratio	0.74		1.16			0.08
Uniform Delay, d1	11.8		37.7			49.0
Progression Factor	1.00		1.00			1.00
Incremental Delay, d2	0.7		103.2			1.4
Delay (s)	12.5		140.8			50.4
Level of Service	B		F			D
Approach Delay (s)	12.5			140.8	50.4	
Approach LOS	B			F	D	
Intersection Summary						
HCM 2000 Control Delay			26.5		HCM 2000 Level of Service	C
HCM 2000 Volume to Capacity ratio			1.08			
Actuated Cycle Length (s)			112.0		Sum of lost time (s)	13.5
Intersection Capacity Utilization			68.0%		ICU Level of Service	C
Analysis Period (min)			15			

c Critical Lane Group

Queues
3: SW 26th Terrace & SR 84

Background (2020) AM Peak Hour
10/26/2016

	→	↖	↗
Lane Group	EBT	WBL	NBR
Lane Group Flow (vph)	3327	378	128
v/c Ratio	0.77	1.22	0.45
Control Delay	14.0	155.3	7.0
Queue Delay	0.0	0.0	0.0
Total Delay	14.0	155.3	7.0
Queue Length 50th (ft)	427	~283	0
Queue Length 95th (ft)	469	#474	17
Internal Link Dist (ft)	297		
Turn Bay Length (ft)		640	
Base Capacity (vph)	4309	311	282
Starvation Cap Reductn	0	0	0
Spillback Cap Reductn	0	0	0
Storage Cap Reductn	0	0	0
Reduced v/c Ratio	0.77	1.22	0.45

Intersection Summary

- ~ Volume exceeds capacity, queue is theoretically infinite.
Queue shown is maximum after two cycles.
- # 95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

HCM Signalized Intersection Capacity Analysis 3: SW 26th Terrace & SR 84

Background (2020) AM Peak Hour
10/26/2016

	→	↘	↙	←	↖	↗
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑↑↑↑		↘			↗
Traffic Volume (vph)	2998	63	348	0	0	118
Future Volume (vph)	2998	63	348	0	0	118
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Total Lost time (s)	4.5		4.5			4.5
Lane Util. Factor	0.86		1.00			1.00
Frt	1.00		1.00			0.86
Flt Protected	1.00		0.95			1.00
Satd. Flow (prot)	6388		1770			1611
Flt Permitted	1.00		0.05			1.00
Satd. Flow (perm)	6388		99			1611
Peak-hour factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	3259	68	378	0	0	128
RTOR Reduction (vph)	2	0	0	0	0	119
Lane Group Flow (vph)	3325	0	378	0	0	9
Turn Type	NA		D,P+P			Perm
Protected Phases	4		3			
Permitted Phases			4			2
Actuated Green, G (s)	75.5		91.0			7.5
Effective Green, g (s)	75.5		91.0			7.5
Actuated g/C Ratio	0.67		0.81			0.07
Clearance Time (s)	4.5		4.5			4.5
Vehicle Extension (s)	3.0		3.0			3.0
Lane Grp Cap (vph)	4306		311			107
v/s Ratio Prot	0.52		c0.17			
v/s Ratio Perm			c0.82			c0.01
v/c Ratio	0.77		1.22			0.08
Uniform Delay, d1	12.4		38.1			49.0
Progression Factor	1.00		1.00			1.00
Incremental Delay, d2	0.9		122.7			1.5
Delay (s)	13.3		160.8			50.5
Level of Service	B		F			D
Approach Delay (s)	13.3			160.8	50.5	
Approach LOS	B			F	D	
Intersection Summary						
HCM 2000 Control Delay			29.1		HCM 2000 Level of Service	C
HCM 2000 Volume to Capacity ratio			1.13			
Actuated Cycle Length (s)			112.0		Sum of lost time (s)	13.5
Intersection Capacity Utilization			70.9%		ICU Level of Service	C
Analysis Period (min)			15			

c Critical Lane Group

Queues
3: SW 26th Terrace & SR 84

Future (2020) AM Peak Hour
10/26/2016



Lane Group	EBT	WBL	NBR
Lane Group Flow (vph)	3330	405	132
v/c Ratio	0.77	1.30	0.47
Control Delay	14.0	188.9	7.7
Queue Delay	0.0	0.0	0.0
Total Delay	14.0	188.9	7.7
Queue Length 50th (ft)	427	~325	0
Queue Length 95th (ft)	470	#522	20
Internal Link Dist (ft)	297		
Turn Bay Length (ft)		640	
Base Capacity (vph)	4309	311	282
Starvation Cap Reductn	0	0	0
Spillback Cap Reductn	0	0	0
Storage Cap Reductn	0	0	0
Reduced v/c Ratio	0.77	1.30	0.47

Intersection Summary

- ~ Volume exceeds capacity, queue is theoretically infinite.
Queue shown is maximum after two cycles.
- # 95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

HCM Signalized Intersection Capacity Analysis 3: SW 26th Terrace & SR 84

Future (2020) AM Peak Hour
10/26/2016

	→	↘	↙	←	↖	↗
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑↑↑↑		↘			↗
Traffic Volume (vph)	3001	63	373	0	0	121
Future Volume (vph)	3001	63	373	0	0	121
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Total Lost time (s)	4.5		4.5			4.5
Lane Util. Factor	0.86		1.00			1.00
Frt	1.00		1.00			0.86
Flt Protected	1.00		0.95			1.00
Satd. Flow (prot)	6388		1770			1611
Flt Permitted	1.00		0.05			1.00
Satd. Flow (perm)	6388		99			1611
Peak-hour factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	3262	68	405	0	0	132
RTOR Reduction (vph)	2	0	0	0	0	123
Lane Group Flow (vph)	3328	0	405	0	0	9
Turn Type	NA		D,P+P			Perm
Protected Phases	4		3			
Permitted Phases			4			2
Actuated Green, G (s)	75.5		91.0			7.5
Effective Green, g (s)	75.5		91.0			7.5
Actuated g/C Ratio	0.67		0.81			0.07
Clearance Time (s)	4.5		4.5			4.5
Vehicle Extension (s)	3.0		3.0			3.0
Lane Grp Cap (vph)	4306		311			107
v/s Ratio Prot	0.52		c0.18			
v/s Ratio Perm			c0.88			c0.01
v/c Ratio	0.77		1.30			0.08
Uniform Delay, d1	12.4		38.1			49.0
Progression Factor	1.00		1.00			1.00
Incremental Delay, d2	0.9		157.5			1.5
Delay (s)	13.3		195.6			50.5
Level of Service	B		F			D
Approach Delay (s)	13.3			195.6	50.5	
Approach LOS	B			F	D	
Intersection Summary						
HCM 2000 Control Delay			33.7		HCM 2000 Level of Service	C
HCM 2000 Volume to Capacity ratio			1.21			
Actuated Cycle Length (s)			112.0		Sum of lost time (s)	13.5
Intersection Capacity Utilization			72.3%		ICU Level of Service	C
Analysis Period (min)			15			
c Critical Lane Group						

Queues
3: SW 26th Terrace & SR 84

(Optimized Timing) Future (2020) AM Peak Hour
10/27/2016

	→	↖	↗
Lane Group	EBT	WBL	NBR
Lane Group Flow (vph)	3330	405	132
v/c Ratio	0.83	0.96	0.40
Control Delay	18.3	70.5	3.6
Queue Delay	0.0	0.0	0.0
Total Delay	18.3	70.5	3.6
Queue Length 50th (ft)	497	237	0
Queue Length 95th (ft)	547	#436	0
Internal Link Dist (ft)	297		
Turn Bay Length (ft)		640	
Base Capacity (vph)	4027	422	330
Starvation Cap Reductn	0	0	0
Spillback Cap Reductn	0	0	0
Storage Cap Reductn	0	0	0
Reduced v/c Ratio	0.83	0.96	0.40

Intersection Summary

95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

HCM Signalized Intersection Capacity Analysis (Optimized Timing) Future (2020) AM Peak Hour 3: SW 26th Terrace & SR 84

10/27/2016

	→	↘	↙	←	↖	↗
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑↑↑↑		↘			↗
Traffic Volume (vph)	3001	63	373	0	0	121
Future Volume (vph)	3001	63	373	0	0	121
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Total Lost time (s)	4.5		4.5			4.5
Lane Util. Factor	0.86		1.00			1.00
Frt	1.00		1.00			0.86
Flt Protected	1.00		0.95			1.00
Satd. Flow (prot)	6388		1770			1611
Flt Permitted	1.00		0.06			1.00
Satd. Flow (perm)	6388		106			1611
Peak-hour factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	3262	68	405	0	0	132
RTOR Reduction (vph)	3	0	0	0	0	126
Lane Group Flow (vph)	3327	0	405	0	0	6
Turn Type	NA		D.P+P			Perm
Protected Phases	4		3			
Permitted Phases			4			2
Actuated Green, G (s)	70.5		92.9			5.5
Effective Green, g (s)	70.5		92.9			5.5
Actuated g/C Ratio	0.63		0.83			0.05
Clearance Time (s)	4.5		4.5			4.5
Vehicle Extension (s)	3.0		3.0			3.0
Lane Grp Cap (vph)	4024		421			79
v/s Ratio Prot	0.52		c0.19			
v/s Ratio Perm			c0.61			c0.00
v/c Ratio	0.83		0.96			0.08
Uniform Delay, d1	16.0		37.2			50.8
Progression Factor	1.00		1.00			1.00
Incremental Delay, d2	1.5		33.9			2.0
Delay (s)	17.5		71.1			52.8
Level of Service	B		E			D
Approach Delay (s)	17.5			71.1	52.8	
Approach LOS	B			E	D	
Intersection Summary						
HCM 2000 Control Delay			24.3		HCM 2000 Level of Service	C
HCM 2000 Volume to Capacity ratio			0.91			
Actuated Cycle Length (s)			111.9		Sum of lost time (s)	13.5
Intersection Capacity Utilization			72.3%		ICU Level of Service	C
Analysis Period (min)			15			
c Critical Lane Group						

Queues
3: SW 26th Terrace & SR 84

Existing (2016) PM Peak Hour
10/26/2016



Lane Group	EBT	WBL	NBR
Lane Group Flow (vph)	1665	411	123
v/c Ratio	0.59	0.81	0.21
Control Delay	21.0	37.4	0.8
Queue Delay	0.0	0.0	0.0
Total Delay	21.0	37.4	0.8
Queue Length 50th (ft)	209	175	0
Queue Length 95th (ft)	300	333	0
Internal Link Dist (ft)	297		
Turn Bay Length (ft)		640	
Base Capacity (vph)	4509	739	597
Starvation Cap Reductn	0	0	0
Spillback Cap Reductn	0	0	0
Storage Cap Reductn	0	0	0
Reduced v/c Ratio	0.37	0.56	0.21
Intersection Summary			

HCM Signalized Intersection Capacity Analysis 3: SW 26th Terrace & SR 84

Existing (2016) PM Peak Hour
10/26/2016

	→	↘	↙	←	↖	↗
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑↑↑↘		↙			↗
Traffic Volume (vph)	1473	59	378	0	0	113
Future Volume (vph)	1473	59	378	0	0	113
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Total Lost time (s)	4.5		4.5			4.5
Lane Util. Factor	0.86		1.00			1.00
Frt	0.99		1.00			0.86
Flt Protected	1.00		0.95			1.00
Satd. Flow (prot)	6371		1770			1611
Flt Permitted	1.00		0.09			1.00
Satd. Flow (perm)	6371		175			1611
Peak-hour factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	1601	64	411	0	0	123
RTOR Reduction (vph)	5	0	0	0	0	102
Lane Group Flow (vph)	1660	0	411	0	0	21
Turn Type	NA		D,P+P			Perm
Protected Phases	4		3			
Permitted Phases			4			2
Actuated Green, G (s)	42.5		65.9			16.1
Effective Green, g (s)	42.5		65.9			16.1
Actuated g/C Ratio	0.45		0.69			0.17
Clearance Time (s)	4.5		4.5			4.5
Vehicle Extension (s)	3.0		3.0			3.0
Lane Grp Cap (vph)	2835		511			271
v/s Ratio Prot	0.26		c0.20			
v/s Ratio Perm			c0.36			c0.01
v/c Ratio	0.59		0.80			0.08
Uniform Delay, d1	19.9		23.6			33.4
Progression Factor	1.00		1.00			1.00
Incremental Delay, d2	0.3		8.9			0.5
Delay (s)	20.2		32.5			34.0
Level of Service	C		C			C
Approach Delay (s)	20.2			32.5	34.0	
Approach LOS	C			C	C	
Intersection Summary						
HCM 2000 Control Delay			23.3		HCM 2000 Level of Service	C
HCM 2000 Volume to Capacity ratio			0.66			
Actuated Cycle Length (s)			95.5		Sum of lost time (s)	13.5
Intersection Capacity Utilization			50.4%		ICU Level of Service	A
Analysis Period (min)			15			
c Critical Lane Group						

Queues
3: SW 26th Terrace & SR 84

Background (2020) PM Peak Hour
10/26/2016



Lane Group	EBT	WBL	NBR
Lane Group Flow (vph)	1742	430	305
v/c Ratio	0.60	0.83	0.52
Control Delay	21.6	42.3	4.5
Queue Delay	0.0	0.0	0.0
Total Delay	21.6	42.3	4.5
Queue Length 50th (ft)	237	207	0
Queue Length 95th (ft)	316	385	15
Internal Link Dist (ft)	297		
Turn Bay Length (ft)		640	
Base Capacity (vph)	4209	694	581
Starvation Cap Reductn	0	0	0
Spillback Cap Reductn	0	0	0
Storage Cap Reductn	0	0	0
Reduced v/c Ratio	0.41	0.62	0.52
Intersection Summary			

HCM Signalized Intersection Capacity Analysis 3: SW 26th Terrace & SR 84

Background (2020) PM Peak Hour
10/26/2016

	→	↘	↙	←	↖	↗
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑↑↑↑		↘			↗
Traffic Volume (vph)	1541	62	396	0	0	281
Future Volume (vph)	1541	62	396	0	0	281
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Total Lost time (s)	4.5		4.5			4.5
Lane Util. Factor	0.86		1.00			1.00
Frt	0.99		1.00			0.86
Flt Protected	1.00		0.95			1.00
Satd. Flow (prot)	6371		1770			1611
Flt Permitted	1.00		0.09			1.00
Satd. Flow (perm)	6371		159			1611
Peak-hour factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	1675	67	430	0	0	305
RTOR Reduction (vph)	5	0	0	0	0	257
Lane Group Flow (vph)	1737	0	430	0	0	48
Turn Type	NA		D.P+P			Perm
Protected Phases	4		3			
Permitted Phases			4			2
Actuated Green, G (s)	47.0		72.8			16.1
Effective Green, g (s)	47.0		72.8			16.1
Actuated g/C Ratio	0.46		0.71			0.16
Clearance Time (s)	4.5		4.5			4.5
Vehicle Extension (s)	3.0		3.0			3.0
Lane Grp Cap (vph)	2924		518			253
v/s Ratio Prot	0.27		c0.21			
v/s Ratio Perm			c0.38			c0.03
v/c Ratio	0.59		0.83			0.19
Uniform Delay, d1	20.6		26.6			37.5
Progression Factor	1.00		1.00			1.00
Incremental Delay, d2	0.3		10.8			1.7
Delay (s)	20.9		37.5			39.1
Level of Service	C		D			D
Approach Delay (s)	20.9			37.5	39.1	
Approach LOS	C			D	D	
Intersection Summary						
HCM 2000 Control Delay			26.0		HCM 2000 Level of Service	C
HCM 2000 Volume to Capacity ratio			0.71			
Actuated Cycle Length (s)			102.4		Sum of lost time (s)	13.5
Intersection Capacity Utilization			52.4%		ICU Level of Service	A
Analysis Period (min)			15			
c Critical Lane Group						

Queues
3: SW 26th Terrace & SR 84

Future (2020) PM Peak Hour
10/26/2016

	→	↙	↘
Lane Group	EBT	WBL	NBR
Lane Group Flow (vph)	1745	458	309
v/c Ratio	0.61	0.85	0.54
Control Delay	22.7	43.9	4.8
Queue Delay	0.0	0.0	0.0
Total Delay	22.7	43.9	4.8
Queue Length 50th (ft)	252	234	0
Queue Length 95th (ft)	317	#451	18
Internal Link Dist (ft)	297		
Turn Bay Length (ft)		640	
Base Capacity (vph)	4080	676	575
Starvation Cap Reductn	0	0	0
Spillback Cap Reductn	0	0	0
Storage Cap Reductn	0	0	0
Reduced v/c Ratio	0.43	0.68	0.54

Intersection Summary

95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

HCM Signalized Intersection Capacity Analysis 3: SW 26th Terrace & SR 84

Future (2020) PM Peak Hour
10/26/2016

	→	↘	↙	←	↖	↗
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑↑↑		↘			↗
Traffic Volume (vph)	1544	62	421	0	0	284
Future Volume (vph)	1544	62	421	0	0	284
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Total Lost time (s)	4.5		4.5			4.5
Lane Util. Factor	0.86		1.00			1.00
Frt	0.99		1.00			0.86
Flt Protected	1.00		0.95			1.00
Satd. Flow (prot)	6371		1770			1611
Flt Permitted	1.00		0.08			1.00
Satd. Flow (perm)	6371		156			1611
Peak-hour factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	1678	67	458	0	0	309
RTOR Reduction (vph)	4	0	0	0	0	262
Lane Group Flow (vph)	1741	0	458	0	0	47
Turn Type	NA		D,P+P			Perm
Protected Phases	4		3			
Permitted Phases			4			2
Actuated Green, G (s)	47.7		75.7			16.0
Effective Green, g (s)	47.7		75.7			16.0
Actuated g/C Ratio	0.45		0.72			0.15
Clearance Time (s)	4.5		4.5			4.5
Vehicle Extension (s)	3.0		3.0			3.0
Lane Grp Cap (vph)	2888		541			245
v/s Ratio Prot	0.27		c0.23			
v/s Ratio Perm			c0.38			c0.03
v/c Ratio	0.60		0.85			0.19
Uniform Delay, d1	21.6		27.6			39.0
Progression Factor	1.00		1.00			1.00
Incremental Delay, d2	0.4		11.7			1.7
Delay (s)	22.0		39.3			40.7
Level of Service	C		D			D
Approach Delay (s)	22.0			39.3	40.7	
Approach LOS	C			D	D	
Intersection Summary						
HCM 2000 Control Delay			27.4		HCM 2000 Level of Service	C
HCM 2000 Volume to Capacity ratio			0.73			
Actuated Cycle Length (s)			105.2		Sum of lost time (s)	13.5
Intersection Capacity Utilization			53.8%		ICU Level of Service	A
Analysis Period (min)			15			
c Critical Lane Group						

TWO-WAY STOP CONTROL SUMMARY								
General Information				Site Information				
Analyst	SAK			Intersection	SR 84 & West Driveway			
Agency/Co.	Kimley-Horn			Jurisdiction	Dania Beach			
Date Performed	10/25/2016			Analysis Year	2016 Existing Peak Season			
Analysis Time Period	AM Peak Hour							
Project Description								
East/West Street: SR 84				North/South Street: West Driveway				
Intersection Orientation: East-West				Study Period (hrs): 0.25				
Vehicle Volumes and Adjustments								
Major Street	Eastbound			Westbound				
Movement	1	2	3	4	5	6		
	L	T	R	L	T	R		
Volume (veh/h)		2140	14					
Peak-Hour Factor, PHF	0.95	0.95	0.95	0.95	0.95	0.95		
Hourly Flow Rate, HFR (veh/h)	0	2252	14	0	0	0		
Percent Heavy Vehicles	2	--	--	2	--	--		
Median Type	Raised curb							
RT Channelized			0			0		
Lanes	0	2	0	0	0	0		
Configuration		T	TR					
Upstream Signal		0			0			
Minor Street	Northbound			Southbound				
Movement	7	8	9	10	11	12		
	L	T	R	L	T	R		
Volume (veh/h)			17					
Peak-Hour Factor, PHF	1.00	1.00	0.95	1.00	1.00	0.95		
Hourly Flow Rate, HFR (veh/h)	0	0	17	0	0	0		
Percent Heavy Vehicles	0	0	2	0	0	2		
Percent Grade (%)	0			0				
Flared Approach		N			N			
Storage		0			0			
RT Channelized			0			0		
Lanes	0	0	1	0	0	0		
Configuration			R					
Delay, Queue Length, and Level of Service								
Approach	Eastbound	Westbound	Northbound			Southbound		
Movement	1	4	7	8	9	10	11	12
Lane Configuration					R			
v (veh/h)					17			
C (m) (veh/h)					247			
v/c					0.07			
95% queue length					0.22			
Control Delay (s/veh)					20.6			
LOS					C			
Approach Delay (s/veh)	--	--	20.6					
Approach LOS	--	--	C					

TWO-WAY STOP CONTROL SUMMARY								
General Information				Site Information				
Analyst	SAK			Intersection	SR 84 & West Driveway			
Agency/Co.	Kimley-Horn			Jurisdiction	Dania Beach			
Date Performed	10/25/2016			Analysis Year	2020 Future Background			
Analysis Time Period	AM Peak Hour							
Project Description								
East/West Street: SR 84				North/South Street: West Driveway				
Intersection Orientation: East-West				Study Period (hrs): 0.25				
Vehicle Volumes and Adjustments								
Major Street	Eastbound			Westbound				
Movement	1	2	3	4	5	6		
	L	T	R	L	T	R		
Volume (veh/h)		2239	15					
Peak-Hour Factor, PHF	0.95	0.95	0.95	0.95	0.95	0.95		
Hourly Flow Rate, HFR (veh/h)	0	2356	15	0	0	0		
Percent Heavy Vehicles	2	--	--	2	--	--		
Median Type	Raised curb							
RT Channelized			0			0		
Lanes	0	2	0	0	0	0		
Configuration		T	TR					
Upstream Signal		0			0			
Minor Street	Northbound			Southbound				
Movement	7	8	9	10	11	12		
	L	T	R	L	T	R		
Volume (veh/h)			18					
Peak-Hour Factor, PHF	1.00	1.00	0.95	1.00	1.00	0.95		
Hourly Flow Rate, HFR (veh/h)	0	0	18	0	0	0		
Percent Heavy Vehicles	0	0	2	0	0	2		
Percent Grade (%)	0			0				
Flared Approach		N			N			
Storage		0			0			
RT Channelized			0			0		
Lanes	0	0	1	0	0	0		
Configuration			R					
Delay, Queue Length, and Level of Service								
Approach	Eastbound	Westbound	Northbound			Southbound		
Movement	1	4	7	8	9	10	11	12
Lane Configuration					R			
v (veh/h)					18			
C (m) (veh/h)					230			
v/c					0.08			
95% queue length					0.25			
Control Delay (s/veh)					22.0			
LOS					C			
Approach Delay (s/veh)	--	--	22.0					
Approach LOS	--	--	C					

TWO-WAY STOP CONTROL SUMMARY								
General Information				Site Information				
Analyst	SAK			Intersection	SR 84 & West Driveway			
Agency/Co.	Kimley-Horn			Jurisdiction	Dania Beach			
Date Performed	12/14/2016			Analysis Year	2020 Future Total			
Analysis Time Period	AM Peak Hour							
Project Description								
East/West Street: SR 84				North/South Street: West Driveway				
Intersection Orientation: East-West				Study Period (hrs): 0.25				
Vehicle Volumes and Adjustments								
Major Street	Eastbound			Westbound				
Movement	1	2	3	4	5	6		
	L	T	R	L	T	R		
Volume (veh/h)		2243	40					
Peak-Hour Factor, PHF	0.95	0.95	0.95	0.95	0.95	0.95		
Hourly Flow Rate, HFR (veh/h)	0	2361	42	0	0	0		
Percent Heavy Vehicles	2	--	--	2	--	--		
Median Type	Raised curb							
RT Channelized			0			0		
Lanes	0	2	0	0	0	0		
Configuration		T	TR					
Upstream Signal		0			0			
Minor Street	Northbound			Southbound				
Movement	7	8	9	10	11	12		
	L	T	R	L	T	R		
Volume (veh/h)			40					
Peak-Hour Factor, PHF	1.00	1.00	0.95	1.00	1.00	0.95		
Hourly Flow Rate, HFR (veh/h)	0	0	42	0	0	0		
Percent Heavy Vehicles	0	0	2	0	0	2		
Percent Grade (%)	0			0				
Flared Approach		N			N			
Storage		0			0			
RT Channelized			0			0		
Lanes	0	0	1	0	0	0		
Configuration			R					
Delay, Queue Length, and Level of Service								
Approach	Eastbound	Westbound	Northbound			Southbound		
Movement	1	4	7	8	9	10	11	12
Lane Configuration					R			
v (veh/h)					42			
C (m) (veh/h)					225			
v/c					0.19			
95% queue length					0.67			
Control Delay (s/veh)					24.6			
LOS					C			
Approach Delay (s/veh)	--	--	24.6					
Approach LOS	--	--	C					

TWO-WAY STOP CONTROL SUMMARY								
General Information				Site Information				
Analyst	SAK			Intersection	SR 84 & West Driveway			
Agency/Co.	Kimley-Horn			Jurisdiction	Dania Beach			
Date Performed	10/25/2016			Analysis Year	2016 Existing Peak Season			
Analysis Time Period	PM Peak Hour							
Project Description								
East/West Street: SR 84				North/South Street: West Driveway				
Intersection Orientation: East-West				Study Period (hrs): 0.25				
Vehicle Volumes and Adjustments								
Major Street	Eastbound			Westbound				
Movement	1	2	3	4	5	6		
	L	T	R	L	T	R		
Volume (veh/h)		1330	35					
Peak-Hour Factor, PHF	0.95	0.95	0.95	0.95	0.95	0.95		
Hourly Flow Rate, HFR (veh/h)	0	1400	36	0	0	0		
Percent Heavy Vehicles	2	--	--	2	--	--		
Median Type	Raised curb							
RT Channelized			0			0		
Lanes	0	2	0	0	0	0		
Configuration		T	TR					
Upstream Signal		0			0			
Minor Street	Northbound			Southbound				
Movement	7	8	9	10	11	12		
	L	T	R	L	T	R		
Volume (veh/h)			31					
Peak-Hour Factor, PHF	1.00	1.00	0.95	1.00	1.00	0.95		
Hourly Flow Rate, HFR (veh/h)	0	0	32	0	0	0		
Percent Heavy Vehicles	0	0	2	0	0	2		
Percent Grade (%)	0			0				
Flared Approach		N			N			
Storage		0			0			
RT Channelized			0			0		
Lanes	0	0	1	0	0	0		
Configuration			R					
Delay, Queue Length, and Level of Service								
Approach	Eastbound	Westbound	Northbound			Southbound		
Movement	1	4	7	8	9	10	11	12
Lane Configuration					R			
v (veh/h)					32			
C (m) (veh/h)					429			
v/c					0.07			
95% queue length					0.24			
Control Delay (s/veh)					14.1			
LOS					B			
Approach Delay (s/veh)	--	--	14.1					
Approach LOS	--	--	B					

TWO-WAY STOP CONTROL SUMMARY									
General Information					Site Information				
Analyst		SAK			Intersection		SR 84 & West Driveway		
Agency/Co.		Kimley-Horn			Jurisdiction		Dania Beach		
Date Performed		10/25/2016			Analysis Year		2020 Future Background		
Analysis Time Period		PM Peak Hour							
Project Description									
East/West Street: SR 84					North/South Street: West Driveway				
Intersection Orientation: East-West					Study Period (hrs): 0.25				
Vehicle Volumes and Adjustments									
Major Street		Eastbound			Westbound				
Movement		1	2	3	4	5	6		
		L	T	R	L	T	R		
Volume (veh/h)			1392	39					
Peak-Hour Factor, PHF		0.95	0.95	0.95	0.95	0.95	0.95		
Hourly Flow Rate, HFR (veh/h)		0	1465	41	0	0	0		
Percent Heavy Vehicles		2	--	--	2	--	--		
Median Type		Raised curb							
RT Channelized				0			0		
Lanes		0	2	0	0	0	0		
Configuration			T	TR					
Upstream Signal			0			0			
Minor Street		Northbound			Southbound				
Movement		7	8	9	10	11	12		
		L	T	R	L	T	R		
Volume (veh/h)				35					
Peak-Hour Factor, PHF		1.00	1.00	0.95	1.00	1.00	0.95		
Hourly Flow Rate, HFR (veh/h)		0	0	36	0	0	0		
Percent Heavy Vehicles		0	0	2	0	0	2		
Percent Grade (%)		0			0				
Flared Approach			N			N			
Storage			0			0			
RT Channelized				0			0		
Lanes		0	0	1	0	0	0		
Configuration				R					
Delay, Queue Length, and Level of Service									
Approach		Eastbound	Westbound	Northbound			Southbound		
Movement		1	4	7	8	9	10	11	12
Lane Configuration						R			
v (veh/h)						36			
C (m) (veh/h)						410			
v/c						0.09			
95% queue length						0.29			
Control Delay (s/veh)						14.6			
LOS						B			
Approach Delay (s/veh)		--	--	14.6					
Approach LOS		--	--	B					

TWO-WAY STOP CONTROL SUMMARY								
General Information				Site Information				
Analyst	SAK			Intersection	SR 84 & West Driveway			
Agency/Co.	Kimley-Horn			Jurisdiction	Dania Beach			
Date Performed	12/14/2016			Analysis Year	2020 Future Total			
Analysis Time Period	PM Peak Hour							
Project Description								
East/West Street: SR 84				North/South Street: West Driveway				
Intersection Orientation: East-West				Study Period (hrs): 0.25				
Vehicle Volumes and Adjustments								
Major Street	Eastbound			Westbound				
Movement	1	2	3	4	5	6		
	L	T	R	L	T	R		
Volume (veh/h)		1396	64					
Peak-Hour Factor, PHF	0.95	0.95	0.95	0.95	0.95	0.95		
Hourly Flow Rate, HFR (veh/h)	0	1469	67	0	0	0		
Percent Heavy Vehicles	2	--	--	2	--	--		
Median Type	Raised curb							
RT Channelized			0			0		
Lanes	0	2	0	0	0	0		
Configuration		T	TR					
Upstream Signal		0			0			
Minor Street	Northbound			Southbound				
Movement	7	8	9	10	11	12		
	L	T	R	L	T	R		
Volume (veh/h)			64					
Peak-Hour Factor, PHF	1.00	1.00	0.95	1.00	1.00	0.95		
Hourly Flow Rate, HFR (veh/h)	0	0	67	0	0	0		
Percent Heavy Vehicles	0	0	2	0	0	2		
Percent Grade (%)	0			0				
Flared Approach		N			N			
Storage		0			0			
RT Channelized			0			0		
Lanes	0	0	1	0	0	0		
Configuration			R					
Delay, Queue Length, and Level of Service								
Approach	Eastbound	Westbound	Northbound			Southbound		
Movement	1	4	7	8	9	10	11	12
Lane Configuration					R			
v (veh/h)					67			
C (m) (veh/h)					402			
v/c					0.17			
95% queue length					0.59			
Control Delay (s/veh)					15.7			
LOS					C			
Approach Delay (s/veh)	--	--	15.7					
Approach LOS	--	--	C					

TWO-WAY STOP CONTROL SUMMARY								
General Information					Site Information			
Analyst	SAK				Intersection	SR 84 & East Driveway		
Agency/Co.	Kimley-Horn				Jurisdiction	Dania Beach		
Date Performed	12/14/2016				Analysis Year	2016 Existing Peak Season		
Analysis Time Period	AM Peak Hour							
Project Description								
East/West Street: SR 84					North/South Street: East Driveway			
Intersection Orientation: East-West					Study Period (hrs): 0.25			
Vehicle Volumes and Adjustments								
Major Street	Eastbound			Westbound				
Movement	1	2	3	4	5	6		
	L	T	R	L	T	R		
Volume (veh/h)	69	2013	2		1086			
Peak-Hour Factor, PHF	0.95	0.95	0.95	0.95	0.95	0.95		
Hourly Flow Rate, HFR (veh/h)	72	2118	2	0	1143	0		
Percent Heavy Vehicles	2	--	--	2	--	--		
Median Type	Raised curb							
RT Channelized			0			0		
Lanes	1	2	0	0	2	0		
Configuration	L	T	TR		T			
Upstream Signal		0			0			
Minor Street	Northbound			Southbound				
Movement	7	8	9	10	11	12		
	L	T	R	L	T	R		
Volume (veh/h)			7					
Peak-Hour Factor, PHF	1.00	1.00	0.95	1.00	1.00	0.95		
Hourly Flow Rate, HFR (veh/h)	0	0	7	0	0	0		
Percent Heavy Vehicles	0	0	2	0	0	2		
Percent Grade (%)	0			0				
Flared Approach		N			N			
Storage		0			0			
RT Channelized			0			0		
Lanes	0	0	1	0	0	0		
Configuration			R					
Delay, Queue Length, and Level of Service								
Approach	Eastbound	Westbound	Northbound			Southbound		
Movement	1	4	7	8	9	10	11	12
Lane Configuration	L				R			
v (veh/h)	72				7			
C (m) (veh/h)	607				271			
v/c	0.12				0.03			
95% queue length	0.40				0.08			
Control Delay (s/veh)	11.7				18.6			
LOS	B				C			
Approach Delay (s/veh)	--	--	18.6					
Approach LOS	--	--	C					

TWO-WAY STOP CONTROL SUMMARY									
General Information					Site Information				
Analyst	SAK				Intersection	SR 84 & East Driveway			
Agency/Co.	Kimley-Horn				Jurisdiction	Dania Beach			
Date Performed	12/14/2016				Analysis Year	2020 Future Background			
Analysis Time Period	AM Peak Hour								
Project Description									
East/West Street: SR 84					North/South Street: East Driveway				
Intersection Orientation: East-West					Study Period (hrs): 0.25				
Vehicle Volumes and Adjustments									
Major Street	Eastbound			Westbound					
Movement	1	2	3	4	5	6			
	L	T	R	L	T	R			
Volume (veh/h)	72	2107	2		1137				
Peak-Hour Factor, PHF	0.95	0.95	0.95	0.95	0.95	0.95			
Hourly Flow Rate, HFR (veh/h)	75	2217	2	0	1196	0			
Percent Heavy Vehicles	2	--	--	2	--	--			
Median Type	Raised curb								
RT Channelized			0			0			
Lanes	1	2	0	0	2	0			
Configuration	L	T	TR		T				
Upstream Signal		0			0				
Minor Street	Northbound			Southbound					
Movement	7	8	9	10	11	12			
	L	T	R	L	T	R			
Volume (veh/h)			7						
Peak-Hour Factor, PHF	1.00	1.00	0.95	1.00	1.00	0.95			
Hourly Flow Rate, HFR (veh/h)	0	0	7	0	0	0			
Percent Heavy Vehicles	0	0	2	0	0	2			
Percent Grade (%)	0			0					
Flared Approach		N			N				
Storage		0			0				
RT Channelized			0			0			
Lanes	0	0	1	0	0	0			
Configuration			R						
Delay, Queue Length, and Level of Service									
Approach	Eastbound	Westbound	Northbound			Southbound			
Movement	1	4	7	8	9	10	11	12	
Lane Configuration	L				R				
v (veh/h)	75				7				
C (m) (veh/h)	579				253				
v/c	0.13				0.03				
95% queue length	0.44				0.09				
Control Delay (s/veh)	12.1				19.6				
LOS	B				C				
Approach Delay (s/veh)	--	--	19.6						
Approach LOS	--	--	C						

TWO-WAY STOP CONTROL SUMMARY								
General Information				Site Information				
Analyst	SAK			Intersection	SR 84 & East Driveway			
Agency/Co.	Kimley-Horn			Jurisdiction	Dania Beach			
Date Performed	12/14/2016			Analysis Year	2020 Future Total			
Analysis Time Period	AM Peak Hour							
Project Description								
East/West Street: SR 84				North/South Street: East Driveway				
Intersection Orientation: East-West				Study Period (hrs): 0.25				
Vehicle Volumes and Adjustments								
Major Street	Eastbound			Westbound				
Movement	1	2	3	4	5	6		
	L	T	R	L	T	R		
Volume (veh/h)	72	2121	8		1153			
Peak-Hour Factor, PHF	0.95	0.95	0.95	0.95	0.95	0.95		
Hourly Flow Rate, HFR (veh/h)	75	2232	8	0	1213	0		
Percent Heavy Vehicles	2	--	--	2	--	--		
Median Type	Raised curb							
RT Channelized			0			0		
Lanes	1	2	0	0	2	0		
Configuration	L	T	TR		T			
Upstream Signal		0			0			
Minor Street	Northbound			Southbound				
Movement	7	8	9	10	11	12		
	L	T	R	L	T	R		
Volume (veh/h)								
Peak-Hour Factor, PHF	1.00	1.00	0.95	1.00	1.00	0.95		
Hourly Flow Rate, HFR (veh/h)	0	0	0	0	0	0		
Percent Heavy Vehicles	0	0	2	0	0	2		
Percent Grade (%)	0			0				
Flared Approach		N			N			
Storage		0			0			
RT Channelized			0			0		
Lanes	0	0	0	0	0	0		
Configuration								
Delay, Queue Length, and Level of Service								
Approach	Eastbound	Westbound	Northbound			Southbound		
Movement	1	4	7	8	9	10	11	12
Lane Configuration	L							
v (veh/h)	75							
C (m) (veh/h)	571							
v/c	0.13							
95% queue length	0.45							
Control Delay (s/veh)	12.3							
LOS	B							
Approach Delay (s/veh)	--	--						
Approach LOS	--	--						

TWO-WAY STOP CONTROL SUMMARY								
General Information				Site Information				
Analyst	SAK			Intersection	SR 84 & East Driveway			
Agency/Co.	Kimley-Horn			Jurisdiction	Dania Beach			
Date Performed				Analysis Year	2016 Existing Peak Season			
Analysis Time Period	PM Peak Hour							
Project Description								
East/West Street: SR 84				North/South Street: East Driveway				
Intersection Orientation: East-West				Study Period (hrs): 0.25				
Vehicle Volumes and Adjustments								
Major Street	Eastbound			Westbound				
Movement	1	2	3	4	5	6		
	L	T	R	L	T	R		
Volume (veh/h)	104	1236	2		1819			
Peak-Hour Factor, PHF	0.95	0.95	0.95	0.95	0.95	0.95		
Hourly Flow Rate, HFR (veh/h)	109	1301	2	0	1914	0		
Percent Heavy Vehicles	2	--	--	2	--	--		
Median Type	Raised curb							
RT Channelized			0			0		
Lanes	1	2	0	0	2	0		
Configuration	L	T	TR		T			
Upstream Signal		0			0			
Minor Street	Northbound			Southbound				
Movement	7	8	9	10	11	12		
	L	T	R	L	T	R		
Volume (veh/h)			13					
Peak-Hour Factor, PHF	1.00	1.00	0.95	1.00	1.00	0.95		
Hourly Flow Rate, HFR (veh/h)	0	0	13	0	0	0		
Percent Heavy Vehicles	0	0	2	0	0	2		
Percent Grade (%)	0			0				
Flared Approach		N			N			
Storage		0			0			
RT Channelized			0			0		
Lanes	0	0	1	0	0	0		
Configuration			R					
Delay, Queue Length, and Level of Service								
Approach	Eastbound	Westbound	Northbound			Southbound		
Movement	1	4	7	8	9	10	11	12
Lane Configuration	L				R			
v (veh/h)	109				13			
C (m) (veh/h)	306				466			
v/c	0.36				0.03			
95% queue length	1.56				0.09			
Control Delay (s/veh)	23.1				12.9			
LOS	C				B			
Approach Delay (s/veh)	--	--	12.9					
Approach LOS	--	--	B					

TWO-WAY STOP CONTROL SUMMARY								
General Information				Site Information				
Analyst	SAK			Intersection	SR 84 & East Driveway			
Agency/Co.	Kimley-Horn			Jurisdiction	Dania Beach			
Date Performed	12/14/2016			Analysis Year	2020 Future Background			
Analysis Time Period	PM Peak Hour							
Project Description								
East/West Street: SR 84				North/South Street: East Driveway				
Intersection Orientation: East-West				Study Period (hrs): 0.25				
Vehicle Volumes and Adjustments								
Major Street	Eastbound			Westbound				
Movement	1	2	3	4	5	6		
	L	T	R	L	T	R		
Volume (veh/h)	109	1293	2		1903			
Peak-Hour Factor, PHF	0.95	0.95	0.95	0.95	0.95	0.95		
Hourly Flow Rate, HFR (veh/h)	114	1361	2	0	2003	0		
Percent Heavy Vehicles	2	--	--	2	--	--		
Median Type	Raised curb							
RT Channelized			0			0		
Lanes	1	2	0	0	2	0		
Configuration	L	T	TR		T			
Upstream Signal		0			0			
Minor Street	Northbound			Southbound				
Movement	7	8	9	10	11	12		
	L	T	R	L	T	R		
Volume (veh/h)			14					
Peak-Hour Factor, PHF	1.00	1.00	0.95	1.00	1.00	0.95		
Hourly Flow Rate, HFR (veh/h)	0	0	14	0	0	0		
Percent Heavy Vehicles	0	0	2	0	0	2		
Percent Grade (%)	0			0				
Flared Approach		N			N			
Storage		0			0			
RT Channelized			0			0		
Lanes	0	0	1	0	0	0		
Configuration			R					
Delay, Queue Length, and Level of Service								
Approach	Eastbound	Westbound	Northbound			Southbound		
Movement	1	4	7	8	9	10	11	12
Lane Configuration	L				R			
v (veh/h)	114				14			
C (m) (veh/h)	282				448			
v/c	0.40				0.03			
95% queue length	1.87				0.10			
Control Delay (s/veh)	26.2				13.3			
LOS	D				B			
Approach Delay (s/veh)	--	--	13.3					
Approach LOS	--	--	B					

TWO-WAY STOP CONTROL SUMMARY								
General Information				Site Information				
Analyst	SAK			Intersection	SR 84 & East Driveway			
Agency/Co.	Kimley-Horn			Jurisdiction	Dania Beach			
Date Performed	12/14/2016			Analysis Year	2020 Future Total			
Analysis Time Period	PM Peak Hour							
Project Description								
East/West Street: SR 84				North/South Street: East Driveway				
Intersection Orientation: East-West				Study Period (hrs): 0.25				
Vehicle Volumes and Adjustments								
Major Street	Eastbound			Westbound				
Movement	1	2	3	4	5	6		
	L	T	R	L	T	R		
Volume (veh/h)	109	1313	8		1920			
Peak-Hour Factor, PHF	0.95	0.95	0.95	0.95	0.95	0.95		
Hourly Flow Rate, HFR (veh/h)	114	1382	8	0	2021	0		
Percent Heavy Vehicles	2	--	--	2	--	--		
Median Type	Raised curb							
RT Channelized			0			0		
Lanes	1	2	0	0	2	0		
Configuration	L	T	TR		T			
Upstream Signal		0			0			
Minor Street	Northbound			Southbound				
Movement	7	8	9	10	11	12		
	L	T	R	L	T	R		
Volume (veh/h)								
Peak-Hour Factor, PHF	1.00	1.00	0.95	1.00	1.00	0.95		
Hourly Flow Rate, HFR (veh/h)	0	0	0	0	0	0		
Percent Heavy Vehicles	0	0	2	0	0	2		
Percent Grade (%)	0			0				
Flared Approach		N			N			
Storage		0			0			
RT Channelized			0			0		
Lanes	0	0	0	0	0	0		
Configuration								
Delay, Queue Length, and Level of Service								
Approach	Eastbound	Westbound	Northbound			Southbound		
Movement	1	4	7	8	9	10	11	12
Lane Configuration	L							
v (veh/h)	114							
C (m) (veh/h)	278							
v/c	0.41							
95% queue length	1.91							
Control Delay (s/veh)	26.7							
LOS	D							
Approach Delay (s/veh)	--	--						
Approach LOS	--	--						

APPENDIX G: FDOT CONDITIONAL APPROVAL LETTER



Florida Department of Transportation

RICK SCOTT
GOVERNOR

3400 West Commercial Blvd.
Fort Lauderdale, FL 33309

JIM BOXOLD
SECRETARY

December 1, 2016

Susan Holland
Holland Engineering, Inc.
3900 Hollywood Blvd, Suite 303
Hollywood, FL 33021

Dear Susan Holland

RE: **December 1, 2017** Variance Committee Review to allow for **Category D Driveway**

Applicant/Property Owner: Ft. Lauderdale Hospitality, Inc.

Broward, (Urban) City of Dania Beach

State Road: 84 **Section:** 86080 **MP:** 17.300 **Access Class:** 03 **Posted Speed:** 45 mph **SIS:** Influence

Area Site Acreage: 5.45 Acres **Proposed Land Use/Maximum Square Footage:** 375 Rooms/Lodging

Project Name & Address: A New Hotel Addition - 2460 SR 84, Dania Beach, FL 33312

Date of Pre-application Review: October 27, 2016

Request: Maintain two existing driveways on SR 84/Marina Blvd.

- **Driveway 1:** Right-in/right-out driveway adjacent to the western property line.
- **Driveway 2:** Right-in only driveway located approximately 60 feet west of eastern property line.

This request is: **Approved with Conditions**

Conditions: / Comments:

- ☐ A minimum driveway length of 50 feet, as measured from the ultimate right-of-way line of the State Road to the first conflict point, is required.
- ☐ Driveway 2 shall be radial return and have a maximum width of 18 feet.
- Drainage mitigation is required for any impacts within FDOT right-of-way (i.e. increased runoff or reduction of existing storage).
- A Storm Water Pollution Prevention Plan must be submitted with the application if there will be more than one acre of "disturbed area" (as defined by the Florida Department of Environmental Protection (FDEP))
- If additional right-of-way is required to implement the proposed improvements, the applicant shall donate the right-of-way to the Department.
- All existing driveways not approved in this letter must be fully removed and the area restored.

Comments:

Please note that the dimensions between driveways are measured from the near edge of pavement to near edge of pavement and dimensions between median openings are measured from centerline to centerline unless otherwise indicated.

The purpose of this letter is to document the conceptual review of the approximate location of driveway(s) to the State Highway system and to note any required improvements. Earlier Department decisions on this request shall be voided unless expressly approved herein. If the above concept is approved, the applicant may submit engineering

Susan Holland – A New Hotel Addition Access Management Review Committee Letter
December 1, 2016

Comments:

Please note that the dimensions between driveways are measured from the near edge of pavement to near edge of pavement and dimensions between median openings are measured from centerline to centerline unless otherwise indicated.

The purpose of this letter is to document the conceptual review of the approximate location of driveway(s) to the State Highway system and to note any required improvements. Earlier Department decisions on this request shall be voided unless expressly approved herein. If the above concept is approved, the applicant may submit engineering plans to the Department for permitting. The Department's personnel shall review these plans for compliance with this letter as well as current Department standards and/or specifications. Final design must consider the existing roadway profile and any impacts to the existing drainage system. **Please note that this letter does not guarantee permit approval.** The permit may be denied based on the review of the submitted engineering plans. Be aware that any approved median openings may be modified (or closed) in the future, at the sole discretion of the Department.

Committee approvals and conditions which are at variance with Department rules or standards are not binding in the permitting process for more than 12 months.

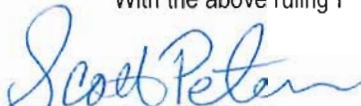
Please submit a copy of this letter with your permit application. Contact Geysa Sosa, P.E. at the District Permits Office with any questions regarding the permit application at telephone number 954-777-4377, fax number 954-677-7893 or e-mail: geysa.sosa@dot.state.fl.us.

For right-of-way dedication requirements go to: <https://gis.dot.state.fl.us/OneStopPermitting>: Click on Statewide Permit News. Scroll down to District 4. Scroll down to Additional Information and Examples and choose Right-of-way Donations/Dedications.

THE DISTRICT ACCESS MANAGEMENT REVIEW COMMITTEE

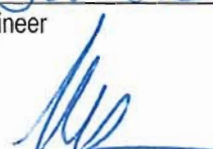
With the above ruling I

Agree Disagree

Scott Peterson, P.E. 
Acting District Design Engineer

☒

December 1, 2017

Mark Plass, P.E. 
District Traffic Operations Engineer

☒

December 1, 2017

Morteza Alian, P.E. 
District Maintenance Engineer

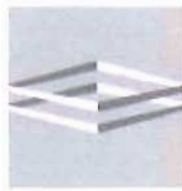
☒

December 1, 2017

Acknowledged by:
Lisa Dykstra, P.E.  for Lisa Dykstra
Transportation Planning Manager

cc: Roger Lemieux

File S:\Transportation Operations\Traffic Operations\Access Management\1. Pre-Apps and Variance\2016-12-01 & Variance\AMRC Meeting\2. 86080 MP 17.300 SR 84_A New Hotel Addition\86080 MP 17.300 SR 84_A New Hotel Addition.docx



**DUNAY
MISKEL
BACKMAN** LLP

Gary Dunay
Bonnie Miskel
Scott Backman

Hope Cathoun
Dwayne Dickerson
Ela Zachariades

Christina Bilenki
Heather Jo Allen
Andrea Keiser



**Fort Lauderdale Hospitality
2460 W. State Road 84
Variance Requests**

Fort Lauderdale Hospitality, Inc. ("Petitioner") is the owner of the +/- 5.2 gross acre property generally located on the south side of West State Road 84 approximately 400 feet east of SW 26th Terrace (folio# 5042 2000 0110) ("Property") in the City of Dania Beach ("City"). The Property has a future land use designation of Commercial and is zoned C-3, General Business. The Property is currently developed with a 271 room hotel with a lobby restaurant. Petitioner proposes to redevelop the existing lobby restaurant into a Denny's restaurant, remodel the exiting hotel lobby, and develop an underutilized portion of the Property with an additional one hundred (100) room hotel ("Project"). Petitioner proposes to phase the Project with the restaurant and lobby renovations included in the first phase and the hotel addition as phase two. The Project seeks to redevelop this underutilized area of the Property with a vibrant use that will serve those visiting the City and surrounding areas. The Project is compatible with the existing hotel developments to the east and west. Further, it provides convenient access to the Fort Lauderdale International Airport, Port Everglades, I-595 and the I-95 making it an ideal location for a vibrant hotel use that can be easily accessed from the airport and major thoroughfares. The Project will also expand the economic base of the City by adding to the commercial sector of its economy, creating both temporary jobs during the construction phase and long term jobs with the added employer that will come to the City as a result of this Project. The Project will revitalize the Property and ensure an upscale environment for visitors enjoy, complete with a full service restaurant. Further, once completed, the Project will help fulfill the need for additional and convenient hotel accommodations in this area.

The Property was initially developed in the late 1970s with the existing hotel use. Petitioner was not the initial developer of the Property, but purchased it in 1992 and has been operating the existing hotel since that time. Recognizing the demand for hotel rooms in close proximity to the Fort Lauderdale International Airport, Port Everglades, I-595 and the I-95, Petitioner is proposing to add one hundred (100) hotel units to an underutilized portion of the Property, as well as significant landscape enhancements that will significantly enhance the appearance of the Property and the SR 84 corridor. When the Property was initially developed, very little landscaping was required both along the perimeter of the parcel and internal to the site. Through the Project, Petitioner is adding landscape islands throughout the parking areas, increasing the buffer along SR 84 and adding trees and other landscape materials to vastly improve the appearance of the Property. As the Property is already developed with an existing hotel use which will remain, and constrained by original development conditions, Petitioner is requesting certain variances from the provisions of the City's Land Development Code ("Code"). More specifically, Petitioner is requesting the following variances:

Variance from Section 205-10(C) to allow a maximum height of six (6) stories and seventy four feet (74') in lieu of three (3) stories and forty feet (40') permitted;

Variance from Section 205-10(C) to allow a maximum impervious area of eight three percent (83%) in lieu of seventy five percent (75%) required;

Variance from Section 275-100(B) to allow fifteen percent (15%) vehicular use area landscaping in lieu of twenty percent (20%) required;

Variance from Section 265-50 to allow three hundred twenty seven (327) parking spaces in lieu of four hundred seventy three (473) spaces required;

Variance from Section 265-50 to allow a minimum of six (6) bicycle parking spaces in lieu of three hundred twenty six (26) bicycle parking spaces required.

In support of the variance requests, Petitioner will demonstrate the following: (1) the variance maintains the basic intent and purpose of the subject regulations, particularly as it affects the stability and appearance of the city; (2) the variance is otherwise compatible with the surrounding land uses and would not be detrimental to the community; (3) the variance is consistent with, and in furtherance of, the goals, objectives and policies of the Comprehensive Plan and all other similar plans adopted by the City; (4) the plight of Petitioner is due to unique circumstances of the Property or Petitioner which would render conformity with the strict requirements of the subject regulations unnecessarily burdensome; and (5) the variance requested is the minimum variance that is necessary to afford relief to Petitioner while preserving the character, health, safety and welfare of the community.

Variance from Section 205-10(C) to allow a maximum height of six (6) stories and seventy four feet (74') in lieu of three (3) stories and forty feet (40') permitted.

(1) The variance maintains the basic intent and purpose of the subject regulations, particularly as it affects the stability and appearance of the city.

The variance maintains the basic intent and purposes of the subject regulations. The Property is located in close proximity to the Fort Lauderdale International Airport, Port Everglades, I-595 and the I-95 making it an ideal location for a vibrant hotel use that can be easily accessed from the airport and major thoroughfares. While shorter buildings are acceptable for most commercial uses and older-style hotels, modern hotels often provide a higher, but more compact design with internal access rooms and a central lobby and hallways, which provide for greater security. The proposed height is consistent with the height for many recently constructed hotels within the City, including the Comfort Suites hotel on Federal Highway and the Best Western, Cambria Suites, Springhill Suites, and Hyatt Place, among others located within the City off Stirling Road.

Rather than redeveloping the entire Property and closing a successful business to utilize the full Property to meet the City's hotel needs, Petitioner is seeking to redevelop only an underutilized portion of the Property in order to add hotel units, make significant enhancements to the Property and revitalize the SR

84 corridor. The Project proposes a vibrant use that will serve those visiting the City and surrounding areas. The Project is compatible with the existing hotel developments to the east and west. Further, it provides convenient access to the Fort Lauderdale International Airport, Port Everglades, I-595 and the I-95 making it an ideal location for a vibrant hotel use that can be easily accessed from the airport and major thoroughfares. The Project will also expand the economic base of the City by adding to the commercial sector of its economy, creating both temporary jobs during the construction phase and long term jobs with the added employer that will come to the City as a result of this Project. The Project will revitalize the Property and ensure an upscale environment for visitors enjoy, complete with a full service restaurant. Further, once completed, the Project will help fulfill the need for additional and convenient hotel accommodations in this area.

(2) The variance is otherwise compatible with the surrounding land uses and would not be detrimental to the community.

The Property is located in an area ideal for revitalization through this hotel development. The adjacent property to the east is also developed with a hotel use, currently operating as the Rodeway Inn & Suites. The adjacent property to the west is developed with office uses, there is a truck center and marine center to the north and industrial uses to the south. The additional hotel use will help serve those visiting the City and surrounding areas. The Project is compatible with the existing hotel developments, and commercial uses in the vicinity of the Property. Further, the Project provides convenient access to the Fort Lauderdale International Airport, Port Everglades, I-595 and the I-95 making it an ideal location for a vibrant hotel use that can be easily accessed from the airport, the seaport and major thoroughfares.

(3) The variance is consistent with, and in furtherance of, the goals, objectives and policies of the Comprehensive Plan and all other similar plans adopted by the City.

The variance is consistent with the goals, objectives and policies of the City's Comprehensive Plan. Specifically, the variance is consistent with the following:

- Policy 1.8 – Areas surrounding existing and proposed airports shall be planned to promote compatible land uses: The hotel is a compatible land use in close proximity to the airport.
- Policy 3.1 – New development shall provide for utility and community facilities in accordance with the level of service standards of the Comprehensive Plan: The hotel provides outdoor seating areas consistent with the RAC design guidelines and other pedestrian features along the Federal Highway frontage. The Project also meets utility requirements and appropriate level of service standards.
- Policy 5.1 – Encourage development to enhance the tax base of the community: The proposed hotel will increase the City's tax base.
- Policy 5.11 – To ensure the adequate provision of public services and facilities, Dania Beach shall take into consideration the City's tourist population: the hotel accommodations will provide additional facilities in close proximity to major transportation hubs to meet the needs of this population.

- Policy 8.4 – Adequate vehicular parking shall be provided for new development: Petitioner has provided a parking analysis to demonstrate adequate vehicular parking has been provided.
- Policy 8.6 – Promote infill development: The Property is an infill site along Federal Highway.

(4) The plight of Petitioner is due to unique circumstances of the Property or Petitioner which would render conformity with the strict requirements of the subject regulations unnecessarily burdensome.

The Property was initially developed in the late 1970s with the existing hotel use. Petitioner was not the initial developer of the Property, but purchased it in 1992 and has been operating the existing hotel since that time. Recognizing the demand for hotel rooms in close proximity to the Fort Lauderdale International Airport, Port Everglades, I-595 and the I-95, Petitioner is proposing to add one hundred (100) hotel units to an underutilized portion of the Property, as well as significant landscape enhancements that will significantly enhance the appearance of the Property and the SR 84 corridor. In addition, the new hotel units and associated height are necessary in order to provide for these significant enhancements to the existing development and Property.

(5) The variance requested is the minimum variance that is necessary to afford relief to Petitioner while preserving the character, health, safety and welfare of the community.

The variance requested is the minimum variance that is necessary to afford relief to Petitioner while preserving the character, health, safety and welfare of the community. The proposed height is consistent with the height for many recently constructed hotels within the City, including the Comfort Suites hotel on Federal Highway and the Best Western, Cambria Suites, Springhill Suites, and Hyatt Place, among others located within the City off Stirling Road. These more modern hotels have abandoned the traditional two and three story designs for a higher, more compact design with internal access rooms and a central lobby and hallways, which provide for greater security. The Project, is also constrained by the original site design. Rather than redeveloping the entire Property and closing a successful business, Petitioner is seeking to redevelop only an underutilized portion of the Property in order to add hotel units, make significant enhancements to the Property and revitalize the SR 84 corridor. As such, the variance requests is the minimum variance necessary to afford relief while preserving the character, health, safety and welfare of the community.

Variance from Section 205-10(C) to allow a maximum impervious area of eight three percent (83%) in lieu of seventy five percent (75%) required;

(1) The variance maintains the basic intent and purpose of the subject regulations, particularly as it affects the stability and appearance of the city.

The variance maintains the basic intent and purposes of the subject regulations. The Property is located in close proximity to the Fort Lauderdale International Airport, Port Everglades, I-595 and the I-95 making it an ideal location for a vibrant hotel use that can be easily accessed from the airport and major

thoroughfares. While shorter buildings are acceptable for most commercial uses and older-style hotels, modern hotels often provide a higher, but more compact design with internal access rooms and a central lobby and hallways, which provide for greater security. The proposed height is consistent with the height for many recently constructed hotels within the City, including the Comfort Suites hotel on Federal Highway and the Best Western, Cambria Suites, Springhill Suites, and Hyatt Place, among others located within the City off Stirling Road.

Further, when the Property was initially developed, very little landscaping was required both along the perimeter of the parcel and internal to the site. Through the Project, Petitioner is adding landscape islands throughout the parking areas, increasing the buffer along SR 84 and adding trees and other landscape materials to vastly improve the appearance of the Property. However, given existing site constraints, the Project is unable to bring the Property into full compliance with this provision of the City's Code for maximum impervious area. The Property currently has only the few landscape islands to break up parking rows, limited buffers along State Road 84 and very few landscape materials within the site. Petitioner is significantly improving the parking areas through the addition of numerous landscape islands with trees and other landscape materials that will enhance the appearance of the Property. Further, Petitioner is adding significant landscaping to the State Road 84 frontage, by expanding the buffer, eliminating the large concrete access ways for more directed vehicular maneuvers and adding significant landscape materials within these buffer areas. By doing so, the Project will transform the appearance of the Property along this main frontage.

In addition, due to the proximity to both I-595 and I-95, truckers often visit the hotel as guests. The hotel currently has truck parking at the rear of the Property and Petitioner proposes to maintain twenty two (22) truck parking spaces to continue to support the needs of these guests. In order to accommodate the truck maneuvers in the truck parking area, wider drive aisles with few obstructions are required. As such, this additional pavement towards the rear of the facility increases the percentage of impervious area required over the maximum permitted by today's Code.

Rather than redeveloping the entire Property and closing a successful business to utilize the full Property to meet the City's hotel needs, Petitioner is seeking to redevelop only an underutilized portion of the Property in order to add hotel units, make significant enhancements to the Property and revitalize the SR 84 corridor. The Project proposes a vibrant use that will serve those visiting the City and surrounding areas. The Project is compatible with the existing hotel developments to the east and west. Further, it provides convenient access to the Fort Lauderdale International Airport, Port Everglades, I-595 and the I-95 making it an ideal location for a vibrant hotel use that can be easily accessed from the airport and major thoroughfares. The Project will also expand the economic base of the City by adding to the commercial sector of its economy, creating both temporary jobs during the construction phase and long term jobs with the added employer that will come to the City as a result of this Project. The Project will revitalize the Property and ensure an upscale environment for visitors enjoy, complete with a full service restaurant. Further, once completed, the Project will help fulfill the need for additional and convenient hotel accommodations in this area.

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Most of these hotels and commercial uses were also developed long ago and lack significant landscaping. The landscape enhancements proposed by the Project will vastly improve the appearance of the Property, particularly along the State Road 84 frontage. However, the rear of the Property, adjacent to truck parking areas, the vehicular use area landscaping falls short of this requirement. As Petitioner is significantly improving those areas of the Property visible from this main street frontage and transforming the appearance of the Property, the variance will not be detrimental to the community.

(3) The variance is consistent with, and in furtherance of, the goals, objectives and policies of the Comprehensive Plan and all other similar plans adopted by the City.

The variance is consistent with the goals, objectives and policies of the City's Comprehensive Plan. Specifically, the variance is consistent with the following:

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- Policy 5.1 – Encourage development to enhance the tax base of the community: The proposed hotel will increase the City's tax base.
- Policy 5.11 – To ensure the adequate provision of public services and facilities, Dania Beach shall take into consideration the City's tourist population: the hotel accommodations will provide additional facilities in close proximity to major transportation hubs to meet the needs of this population.
- Policy 8.4 – Adequate vehicular parking shall be provided for new development: Petitioner has provided a parking analysis to demonstrate adequate vehicular parking has been provided.
- Policy 8.6 – Promote infill development: The Property is an infill site along Federal Highway.

(4) The plight of Petitioner is due to unique circumstances of the Property or Petitioner which would render conformity with the strict requirements of the subject regulations unnecessarily burdensome.

The Property was initially developed in the late 1970s with the existing hotel use. Petitioner was not the initial developer of the Property, but purchased it in 1992 and has been operating the existing hotel since

that time. Recognizing the demand for hotel rooms in close proximity to the Fort Lauderdale International Airport, Port Everglades, I-595 and the I-95, Petitioner is proposing to add one hundred (100) hotel units to an underutilized portion of the Property, as well as significant landscape enhancements that will significantly enhance the appearance of the Property and the SR 84 corridor. When the Property was initially developed, very little landscaping was required both along the perimeter of the parcel and internal to the site. Through the Project, Petitioner is adding landscape islands throughout the parking areas, increasing the buffer along SR 84 and adding trees and other landscape materials to vastly improve the appearance of the Property. However, due to existing site constraints the Project cannot comply with the pervious area requirement. In addition, the new hotel units and associated height are necessary in order to provide for these significant enhancements to the existing development and Property.

(5) The variance requested is the minimum variance that is necessary to afford relief to Petitioner while preserving the character, health, safety and welfare of the community.

The variance requested is the minimum variance that is necessary to afford relief to Petitioner while preserving the character, health, safety and welfare of the community. The proposed height is consistent with the height for many recently constructed hotels within the City, including the Comfort Suites hotel on Federal Highway and the Best Western, Cambria Suites, Springhill Suites, and Hyatt Place, among others located within the City off Stirling Road. These more modern hotels have abandoned the traditional two and three story designs for a higher, more compact design with internal access rooms and a central lobby and hallways, which provide for greater security. The Project, is also constrained by the original site design. Rather than redeveloping the entire Property and closing a successful business, Petitioner is seeking to redevelop only an underutilized portion of the Property in order to add hotel units, make significant enhancements to the Property and revitalize the SR 84 corridor.

Further, the Property currently has a very limited buffer along State Road 84, only the few landscape islands to break up parking rows and very few landscape materials within the site. Petitioner is significantly improving the parking areas through the addition of numerous landscape islands with trees and other landscape materials that will enhance the appearance of the Property. Further, Petitioner is adding significant landscaping to the State Road 84 frontage, by expanding the buffer, eliminating the large concrete access ways for more directed vehicular maneuvers and adding significant landscape materials within these buffer areas. By doing so, the Project will transform the appearance of the Property along this main frontage. However, towards the rear of the Property, additional pavement is necessary for the safe maneuvering of trucks into the designated truck parking areas. The drive aisles in this area must be larger to accommodate trucks and the area must also be free of obstructions. As such, the vehicular use area landscaping is limited in this area. Petitioner has made a significant effort to add landscaping towards the front of the Property, along State Road 84, and where feasible throughout the Project. As such, the variance requests is the minimum variance necessary to afford relief while preserving the character, health, safety and welfare of the community.

Variance from Section 275-100(B) to allow fifteen percent (15%) vehicular use area landscaping in lieu of twenty percent (20%) required.

(1) The variance maintains the basic intent and purpose of the subject regulations, particularly as it affects the stability and appearance of the city.

The variance maintains the basic intent and purpose of the subject regulations. As noted above, the Property was initially developed in the late 1970s with the existing hotel use. Petitioner was not the initial developer of the Property, but purchased it in 1992 and has been operating the existing hotel since that time. Recognizing the demand for hotel rooms in close proximity to the Fort Lauderdale International Airport, Port Everglades, I-595 and the I-95, Petitioner is proposing to add one hundred (100) hotel units to an underutilized portion of the Property, as well as significant landscape enhancements that will significantly enhance the appearance of the Property and the SR 84 corridor. When the Property was initially developed, very little landscaping was required both along the perimeter of the parcel and internal to the site. Through the Project, Petitioner is adding landscape islands throughout the parking areas, increasing the buffer along SR 84 and adding trees and other landscape materials to vastly improve the appearance of the Property. However, given existing site constraints, the Project is unable to bring the Property into full compliance with this provision of the City's Code.

Vehicular use area landscaping does not account for perimeter landscaping or the landscaping proposed adjacent to the buildings and within amenity areas that is being significantly enhanced. Rather, this calculation is based off parking islands and landscape islands between parking areas and the sidewalks and those landscape areas in excess of buffer requirements. The Property currently has only the few landscape islands to break up parking rows and very few landscape materials within the site. Petitioner is significantly improving the parking areas through the addition of numerous landscape islands with trees and other landscape materials that will enhance the appearance of the Property. Further, Petitioner is adding significant landscaping to the State Road 84 frontage, by expanding the buffer, eliminating the large concrete access ways for more directed vehicular maneuvers and adding significant landscape materials within these buffer areas. By doing so, the Project will transform the appearance of the Property along this main frontage.

In addition, due to the proximity to both I-595 and I-95, truckers often visit the hotel as guests. The hotel currently has truck parking at the rear of the Property and Petitioner proposes to maintain twenty two (22) truck parking spaces to continue to support the needs of these guests. In order to accommodate the truck maneuvers in the truck parking area, wider drive aisles with few obstructions are required. As such, this additional pavement towards the rear of the facility reduces the percentage of vehicular use area landscaping that the Project can provide.

(2) The variance is otherwise compatible with the surrounding land uses and would not be detrimental to the community.

The Property is located in an area ideal for revitalization through this hotel development. The adjacent property to the east is also developed with a hotel use, currently operating as the Rodeway Inn & Suites. The adjacent property to the west is developed with office uses, there is a truck center and marine center to the north and industrial uses to the south. The additional hotel use will help serve those visiting the

City and surrounding areas. The Project is compatible with the existing hotel developments, and commercial uses in the vicinity of the Property. Most of these hotels and commercial uses were also developed long ago and require revitalization. The landscape enhancements proposed by the Project will vastly improve the appearance of the Property, particularly along the State Road 84 frontage. However, the rear of the Property, adjacent to truck parking areas, the vehicular use area landscaping falls short of this requirement. As Petitioner is significantly improving those areas of the Property visible from this main street frontage and transforming the appearance of the Property, the variance will not be detrimental to the community.

(3) The variance is consistent with, and in furtherance of, the goals, objectives and policies of the Comprehensive Plan and all other similar plans adopted by the City.

The variance is consistent with the goals, objectives and policies of the City's Comprehensive Plan. Specifically, the variance is consistent with the following:

- Policy 1.8 – Areas surrounding existing and proposed airports shall be planned to promote compatible land uses: The hotel is a compatible land use in close proximity to the airport.
- Policy 3.1 – New development shall provide for utility and community facilities in accordance with the level of service standards of the Comprehensive Plan: The hotel provides outdoor seating areas consistent with the RAC design guidelines and other pedestrian features along the Federal Highway frontage. The Project also meets utility requirements and appropriate level of service standards.
- Policy 5.1 – Encourage development to enhance the tax base of the community: The proposed hotel will increase the City's tax base.
- Policy 5.11 – To ensure the adequate provision of public services and facilities, Dania Beach shall take into consideration the City's tourist population: the hotel accommodations will provide additional facilities in close proximity to major transportation hubs to meet the needs of this population.
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(4) The plight of Petitioner is due to unique circumstances of the Property or Petitioner which would render conformity with the strict requirements of the subject regulations unnecessarily burdensome.

The variance maintains the basic intent and purpose of the subject regulations. As noted above, the Property was initially developed in the late 1970s with the existing hotel use. Petitioner was not the initial developer of the Property, but purchased it in 1992 and has been operating the existing hotel since that time. Recognizing the demand for hotel rooms in close proximity to the Fort Lauderdale International Airport, Port Everglades, I-595 and the I-95, Petitioner is proposing to add one hundred (100) hotel units to an underutilized portion of the Property, as well as significant landscape enhancements that will significantly enhance the appearance of the Property and the SR 84 corridor. When the Property was initially developed, very little landscaping was required both along the perimeter of the parcel and internal

to the site. Through the Project, Petitioner is adding landscape islands throughout the parking areas, increasing the buffer along SR 84 and adding trees and other landscape materials to vastly improve the appearance of the Property. However, given existing site constraints, the Project is unable to bring the Property into full compliance with this provision of the City's Code.

(5) The variance requested is the minimum variance that is necessary to afford relief to Petitioner while preserving the character, health, safety and welfare of the community.

The variance requested is the minimum variance that is necessary to afford relief to Petitioner. As noted above, vehicular use area landscaping does not account for perimeter landscaping or the landscaping proposed adjacent to the buildings and within amenity areas that is being significantly enhanced. Rather, this calculation is based off parking islands and landscape islands between parking areas and the sidewalks and those landscape areas in excess of buffer requirements. The Property currently has only the few landscape islands to break up parking rows and very few landscape materials within the site. Petitioner is significantly improving the parking areas through the addition of numerous landscape islands with trees and other landscape materials that will enhance the appearance of the Property. Further, Petitioner is adding significant landscaping to the State Road 84 frontage, by expanding the buffer, eliminating the large concrete access ways for more directed vehicular maneuvers and adding significant landscape materials within these buffer areas. By doing so, the Project will transform the appearance of the Property along this main frontage. However, towards the rear of the Property, additional pavement is necessary for the safe maneuvering of trucks into the designated truck parking areas. The drive aisles in this area must be larger to accommodate trucks and the area must also be free of obstructions. As such, the vehicular use area landscaping is limited in this area. Petitioner has made a significant effort to add landscaping towards the front of the Property, along State Road 84, and where feasible throughout the Project. As such, the variance requests is the minimum variance necessary to afford relief while preserving the character, health, safety and welfare of the community.

Variance from Section 265-50 to allow three hundred twenty seven (327) parking spaces in lieu of four hundred seventy three (473) spaces required.

(1) The variance maintains the basic intent and purpose of the subject regulations, particularly as it affects the stability and appearance of the city.

The variance maintains the basic intent of Section 265-50. The purpose of the off-street parking requirements are to ensure that a sufficient number of off-street parking spaces are provided to allow the necessary functions for parking maneuvers to be carried out on private property and completely off the street right-of-way. As noted above, due to the proximity to the Fort Lauderdale International Airport and Port Everglades, it is anticipated that this hotel will provide lodging to users of these two transportation facilities. As evidenced by current conditions for the existing hotel, a significant number of visitors use shuttles, taxis, Uber (and similar ride-sharing programs) and similar transportation while staying at the hotel and the hotel parking lot is underutilized. The resulting parking requirements for this airport hotel are significantly less than parking required for hotels situated close to a downtown area or

just a highway, which are contemplated in the general parking requirements for all hotel uses. In general, industry standards indicate that only approximately forty five percent (45%) of guests drive vehicles to the hotel as outlined in the *Shared Parking* publication by the Urban Land Institute ("ULI"). Given the anticipated guest parking requirements and employee parking requirements, it is anticipated that the hotel will require a total of two hundred fifty nine (259) parking spaces for the hotel and restaurant. The Project proposes three hundred twenty seven (327) parking spaces, an excess of sixty eight (68) parking spaces of the anticipated parking demand and all hotel related parking will be available on site, meeting the intent of the Code. In addition, the Project will add sixty-two (62) new parking spaces above those parking spaces that currently exist. These new parking spaces being added to the project are anticipated to exceed the demand for the new hotel and restaurant uses proposed. Further, much of the parking area is located towards the rear of the building, with significant landscaping being added along the street frontage. As such, it will not negatively impact the stability of the City or the appearance of the City.

(2) The variance is otherwise compatible with the surrounding land uses and would not be detrimental to the community.

The variance is compatible with the surrounding land uses and is not detrimental to the community. As noted above, the *Shared Parking* publication by the ULI indicates that only approximately forty five percent (45%) of guests drive vehicles to the hotel located in such close proximity to airports and cruise ports. Given the anticipated guest parking requirements and employee parking requirements, it is anticipated that the hotel will require a total of two hundred fifty nine (259) parking spaces for the hotel and restaurant. The Project proposes three hundred twenty seven (327) parking spaces, an excess of sixty eight (68) parking spaces of the anticipated parking demand and all hotel related parking will be available on site, meeting the intent of the Code. In addition, the Project will add sixty two (62) new parking spaces above those parking spaces that currently exist. As a significant number of guests will use this shuttle service for transportation, taxis, and similar transportation services during their stay at the Project, the standard hotel parking requirements outlined in Section 265-50 far exceed the actual requirements of this airport hotel. The off-street parking provided exceeds the parking demand for this hotel. As such, the variance is not detrimental to the community.

(3) The variance is consistent with, and in furtherance of, the goals, objectives and policies of the Comprehensive Plan and all other similar plans adopted by the City.

The variance is consistent with the goals, objectives and policies of the City's Comprehensive Plan. Specifically, the variance is consistent with the following:

- Policy 1.8 – Areas surrounding existing and proposed airports shall be planned to promote compatible land uses: The hotel is a compatible land use in close proximity to the airport.
- Policy 3.1 – New development shall provide for utility and community facilities in accordance with the level of service standards of the Comprehensive Plan: The hotel provides outdoor seating areas consistent with the RAC design guidelines and other pedestrian features along the Federal Highway frontage. The Project also meets utility requirements and appropriate level of service standards.

- Policy 5.1 – Encourage development to enhance the tax base of the community: The proposed hotel will increase the City's tax base.
- Policy 5.11 – To ensure the adequate provision of public services and facilities, Dania Beach shall take into consideration the City's tourist population: the hotel accommodations will provide additional facilities in close proximity to major transportation hubs to meet the needs of this population.
- Policy 8.4 – Adequate vehicular parking shall be provided for new development: Petitioner has provided a parking analysis to demonstrate adequate vehicular parking has been provided.
- Policy 8.6 – Promote infill development: The Property is an infill site along Federal Highway.

(4) The plight of Petitioner is due to unique circumstances of the Property or Petitioner which would render conformity with the strict requirements of the subject regulations unnecessarily burdensome.

The plight of Petitioner is due to unique circumstances of the Property. As noted above, unlike many hotels located adjacent to major highways that attract visitors traveling by car, the proposed hotel is located within three (3) mile driving distance to the Fort Lauderdale-Hollywood International Airport and is within five (5) miles from Port Everglades. This is unique because it is one of the closest hotels to these two transportation hubs. As such, the parking demand is significantly less than required for other hotels in the City. The Project proposes three hundred twenty seven (327) parking spaces, an excess of sixty eight (68) parking spaces of the anticipated parking demand and all hotel related parking will be available on site, meeting the intent of the Code. In addition, the Project will add sixty two (62) new parking spaces above those parking spaces that currently exist to support the new hotel rooms being added to the Property. Petitioner is also working within the confines of the existing development to enhance the appearance of this parcel to the greatest extent possible and revitalize the Property. As the Project proposes excess off-street parking than the anticipated demand for the Project, strictly adhering to this Code requirement is unnecessarily burdensome.

(5) The variance requested is the minimum variance that is necessary to afford relief to Petitioner while preserving the character, health, safety and welfare of the community.

The variance is the minimum variance necessary to afford relief. Petitioner has provided off-street parking to the greatest extent possible given the existing development patterns and the City's development standards and design requirements for elements such as building frontage, circulation and landscape buffers. As noted above, Petitioner is providing an excess of approximately sixty eight (68) spaces above the anticipated demand. As such, the variance is the minimum necessary while preserving the character, health, safety and welfare of the community by ensuring sufficient off-street parking to accommodate the Project.

Variance from Section 265-50 to allow a minimum of six (6) bicycle parking spaces in lieu of three hundred twenty-six (26) bicycle parking spaces required

(1) The variance maintains the basic intent and purpose of the subject regulations, particularly as it affects the stability and appearance of the city.

The variance maintains the basic intent of Section 265-50. The purpose of the bicycle parking requirements are to ensure that a sufficient number of bicycle parking spaces are provided for guest and employees utilizing bicycles as a mode of transportation. As noted above, due to the proximity to the Fort Lauderdale International Airport and Port Everglades, it is anticipated that this hotel will provide lodging to users of these two transportation facilities. As evidenced by current conditions for the existing hotel, a significant number of visitors use shuttles, taxis, Uber (and similar ride-sharing programs) and similar transportation while staying at the hotel. While some employees may use bicycles for transportation, it is unlikely that guests staying at the hotel will be using bicycles and requiring outdoor bicycle parking. The resulting bicycle parking requirements for this airport hotel are significantly less than bicycle parking required for hotels situated close to a downtown area or just a highway, which are contemplated in the general bicycle parking requirements for all hotel uses. The new bicycle parking spaces being added to the project are anticipated to exceed the demand for the new hotel and restaurant uses proposed. Further, it will not negatively impact the stability of the City or the appearance of the City.

(2) The variance is otherwise compatible with the surrounding land uses and would not be detrimental to the community.

The variance is compatible with the surrounding land uses and is not detrimental to the community. As noted above, the *Shared Parking* publication by the ULI indicates that only approximately forty five percent (45%) of guests drive vehicles to the hotel located in such close proximity to airports and cruise ports. As such, it is anticipated even fewer will be utilizing bicycles as a form of transportation. Given the anticipated guest bicycle parking requirements and employee bicycle parking requirements, it is anticipated that the hotel will require a significantly fewer bicycle parking spaces than for a typical commercial or residential type use where people may use bicycles for transportation. As a significant number of guests will use this shuttle service for transportation, taxis, and similar transportation services during their stay at the Project, the standard hotel bicycle parking requirements outlined in Section 265-50 far exceed the actual requirements of this airport hotel. The bicycle parking provided exceeds the bicycle parking demand for this hotel. As such, the variance is not detrimental to the community.

(3) The variance is consistent with, and in furtherance of, the goals, objectives and policies of the Comprehensive Plan and all other similar plans adopted by the City.

The variance is consistent with the goals, objectives and policies of the City's Comprehensive Plan. Specifically, the variance is consistent with the following:

- Policy 1.8 – Areas surrounding existing and proposed airports shall be planned to promote compatible land uses: The hotel is a compatible land use in close proximity to the airport.
- Policy 3.1 – New development shall provide for utility and community facilities in accordance with the level of service standards of the Comprehensive Plan: The hotel provides outdoor seating areas consistent with the RAC design guidelines and other pedestrian features along the Federal

Highway frontage. The Project also meets utility requirements and appropriate level of service standards.

- Policy 5.1 – Encourage development to enhance the tax base of the community: The proposed hotel will increase the City's tax base.
- Policy 5.11 – To ensure the adequate provision of public services and facilities, Dania Beach shall take into consideration the City's tourist population: the hotel accommodations will provide additional facilities in close proximity to major transportation hubs to meet the needs of this population.
- Policy 8.4 – Adequate vehicular parking shall be provided for new development: Petitioner has provided a parking analysis to demonstrate adequate vehicular parking has been provided.
- Policy 8.6 – Promote infill development: The Property is an infill site along Federal Highway.

(4) The plight of Petitioner is due to unique circumstances of the Property or Petitioner which would render conformity with the strict requirements of the subject regulations unnecessarily burdensome.

The plight of Petitioner is due to unique circumstances of the Property. As noted above, unlike many hotels located adjacent to major highways that attract visitors traveling by car, the proposed hotel is located within three (3) mile driving distance to the Fort Lauderdale-Hollywood International Airport and is within five (5) miles from Port Everglades. This is unique because it is one of the closest hotels to these two transportation hubs. As such, the bicycle parking demand is significantly less than required for other commercial or residential uses in the City. Petitioner is also working within the confines of the existing development to enhance the appearance of this parcel to the greatest extent possible and revitalize the Property. As the Project proposes adequate bicycle parking than the anticipated demand for the Project, strictly adhering to this Code requirement is unnecessarily burdensome.

(5) The variance requested is the minimum variance that is necessary to afford relief to Petitioner while preserving the character, health, safety and welfare of the community.

The variance is the minimum variance necessary to afford relief. Petitioner has provided bicycle parking to the greatest extent possible given the existing development patterns and the City's development standards and design requirements for elements such as building frontage, circulation and landscape buffers. As noted above, Petitioner is providing a bicycle parking far in excess of anticipated demand. As such, the variance is the minimum necessary while preserving the character, health, safety and welfare of the community by ensuring sufficient bicycle parking to accommodate the Project.



Hanif

City of Dania Beach, Florida
Department of Community Development
Planning and Zoning Division
(954) 924-6805 X3643
(954) 922-2687 Fax



Standard Development Application

- ☐ Administrative Variance
- ☐ Land Use Amendment
- ☐ Plat
- ☐ Rezoning
- ☒ Site Plan
- ☒ Special Exception
- ☒ Variance (to be determined)
- ☐ Other: _____

Date Rec'd: _____
Petition No.: VA-9817

(SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)

THIS APPLICATION WILL NOT BE ACCEPTED UNTIL IT IS COMPLETE AND SUBMITTED WITH ALL NECESSARY DOCUMENTS. Refer to the application type at the top of this form and "Required Documentation" checklist to determine the supplemental documents required with each application. For after the fact applications, the responsible contractor of record shall be present at the board hearing. Their failure to attend may impact upon the disposition of your application. As always, the applicant or their authorized legal agent must be present at all meetings. All projects must also obtain a building permit from the City Building Division. For more information please reference the **Dania Beach Land Development Code Part 6, Development Review Procedures and Requirements.**

Location Address: 2460 W. State Road 84

Lot(s): N/A Block: N/A Subdivision: N/A

Recorded Plat Name: Unplatted

Folio Number(s): 5042 2000 0110 Legal Description: Please see attached.

Applicant/Consultant/Legal Representative (circle one) Hope Calhoun, Esq.

Address of Applicant: 14 SE 4th Street, Suite 36, Boca Raton, FL 33432

Business Telephone: 561-405-3324 Home: _____ Fax: 561-409-2341

E-mail address: hcalhoun@dmblaw.com

Name of Property Owner: Fort Lauderdale Hospitality, Inc.

Address of Property Owner: 2460 W. SR 84, Fort Lauderdale, FL 33312

Business Telephone: 954-792-4700 Home: _____ Fax: _____

Explanation of Request: Please see attached narrative.

For Plats please provide proposed **Plat Name** for **Variances** please attach **Criteria Statement** as per **Section 625.40 of the Land Development Code.**

Prop. Net Acreage: 5.45 acres Gross Acreage: 5.45 acres Prop. Square Footage: +/-61,933 square foot addition to existing hotel

Existing Use: Hotel & Lobby Restaurant Proposed Use: Hotel addition with new restaurant

Is property owned individually, by a corporation, association, or a joint venture? Corporation.

AUTHORIZED REPRESENTATIVE

I/we are fully aware of the request being made to the City of Dania Beach. If I/We are unable to be present, I/we hereby authorize _____ (individual/firm) to represent me/us in all matters related to this application. I/we hereby acknowledge that the applicable fee was established to offset administrative costs and is not refundable.

I/we are fully aware that all approvals automatically expire within 12 months of City of Dania Beach Planning and Zoning Board or City Commission approval, or pursuant to the expiration timeframe listed in Part 6 of the Dania Beach Land Development Code.

STATE OF FLORIDA
COUNTY OF BROWARD
The foregoing instrument
was acknowledged

By: [Signature]
(Owner / Agent Signature*)

BEFORE ME THIS 4th DAY OF January, 2017

By:

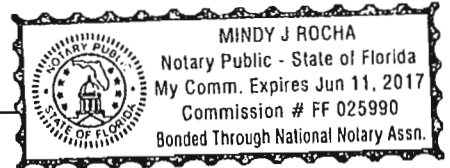
HANIF KHIMANI
(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary Mindy J Rocha
(Signature of Notary Public – State of Florida)

Personally known _____ or Produced Identification FL DL

Type of identification produced: _____ or Drivers License K550320612590



***If joint ownership, both parties must sign. If partnership, corporation or association, an authorized officer must sign on behalf of the group. A notarized letter of authorization from the owner of record must accompany the application if an authorized agent signs for the owner(s).**

NO APPLICATION WILL BE AUTOMATICALLY SCHEDULED FOR A MEETING.

***ALL APPLICATIONS MUST BE DETERMINED COMPLETE BY STAFF
BEFORE PROCESSING OCCURS.***

PARCEL: I.D. NO.:

THIS INSTRUMENT PREPARED BY
AND RETURN TO:

DENNIS STEWART, ESQUIRE
STEWART & ASSOCIATES
800 E. Cypress Creek Rd. #400
Ft. Lauderdale, FL 33334
Tel: 92-247

GRANTEE S.S. NO. FT. LAUDERDALE HOSPITALITY, INC.
GRANTEE S.S. NO. 42-247

93013067

Stamps \$15,750.00 Tax \$
Documentary Intangible
RECEIVED in Broward County as required by
law.
by Jaime R. Fox
Deputy Clerk

RECEIVED

SEP 8 / 2017

Planning
Department

SPECIAL WARRANTY DEED

THIS INDENTURE made this 14th day of December, 1992 by Resolution Trust Corporation, a corporation organized and existing under the laws of the United States, as Receiver for Gibraltar Savings, F.A., and having its principal place of business at 2775 E. Peachtree Dunwoody Rd., Atlanta, Ga., 30342, hereinafter called Grantor, to Ft. Lauderdale Hospitality, Inc., whose post office address is: c/o Choice Hospitality, Inc., 4045 S. Orange Blossom Trail, Orlando, Florida, 32839 hereinafter called Grantees,

Grantor, in consideration of the sum of TEN AND 00/100 (\$10.00) Dollars paid by grantee, grants and conveys to grantee that real property located in Broward County Florida, viz:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

together with all the estate and rights of Grantor in such property.

Grantor covenants as follows:

1. That the premises are free from all encumbrances made by Grantor; and;
2. That Grantor will warrant and defend that property hereby conveyed against the lawful claims and demands of all persons claiming by, through, and under him, but against none other.

IN WITNESS THEREOF, Grantor has caused this instrument to be signed by its duly authorized representative on the day and year first above written.

Signed, sealed and delivered in our presence,

WITNESSES

Irene M. McDaniel
(Print Name) Irene M. McDaniel

Betty Olson
(Print Name) Betty Olson

Resolution Trust Corporation as
Receiver for Gibraltar Savings,
F.A.

Patricia C. Ransom
By: Patricia C. Ransom
Its Authorized Agent and Attorney-
In-Fact

(Corporate Seal)

STATE OF CALIFORNIA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this 14th day of December, 1992, before me, an officer duly qualified to take acknowledgements, in the State and County aforesaid, personally appeared Patricia C. Ransom Its Authorized Agent & Attorney-in-fact of Resolution Trust Corporation as Receiver, for Gibraltar Savings, F.A. personally known to me to be the person described in, and who has produced as identification, and who executed the foregoing instrument and acknowledged before me that they executed the same and did take an oath.

Patricia H. Sims

NOTARY PUBLIC

(Print Name)

COMMISSION EXPIRES:

Notarized

93 JAN 12 PM 4 10

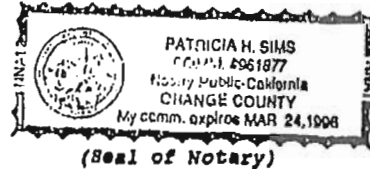
BK20268PC0359

1300
300
15.9

State of California)
County of Orange) SS.

On December 15, 1992 before me, Patricia H. Sims, personally appeared Freddie C. Ransom, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Signature *Patricia H. Sims*
Patricia H. Sims



BK20268PG0360

EXHIBIT "A"
LEGAL DESCRIPTION

That certain Parcel of land situate, lying and being in Broward County, Florida, more particularly described as follows: That part of the West half of the East half of the Southwest quarter of the Northeast quarter lying South of the right-of-way of State Road 84 in Section Twenty (20), Township (50) South, Range Forty-Two (42) East, less the South Thirty (30) feet thereof.

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
COUNTY ADMINISTRATOR

BK 20268 PG 0361



City of Dania Beach, Florida
Department of Community Development
Planning and Zoning Division
(954) 924-6805 X3643
(954) 922-2687 Fax

SEP 07 2017

Planning
Department

Standard Development Application

- ☐ Administrative Variance
☐ Land Use Amendment
☐ Plat
☐ Rezoning
☒ Site Plan
☒ Special Exception
☒ Variance (to be determined)
☐ Other: _____

Date Rec'd: _____

Petition No.: VA-97-17

(SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)

THIS APPLICATION WILL NOT BE ACCEPTED UNTIL IT IS COMPLETE AND SUBMITTED WITH ALL NECESSARY DOCUMENTS. Refer to the application type at the top of this form and "Required Documentation" checklist to determine the supplemental documents required with each application. For after the fact applications, the responsible contractor of record shall be present at the board hearing. Their failure to attend may impact upon the disposition of your application. As always, the applicant or their authorized legal agent must be present at all meetings. All projects must also obtain a building permit from the City Building Division. For more information please reference the **Dania Beach Land Development Code Part 6, Development Review Procedures and Requirements.**

Location Address: 2460 W. State Road 84

Lot(s): N/A Block: N/A Subdivision: N/A

Recorded Plat Name: Unplatted

Folio Number(s): 5042 2000 0110 Legal Description: Please see attached.

Applicant/Consultant/Legal Representative (circle one) Hope Calhoun, Esq.

Address of Applicant: 14 SE 4th Street, Suite 36, Boca Raton, FL 33432

Business Telephone: 561-405-3324 Home: _____ Fax: 561-409-2341

E-mail address: hcalhoun@dmbblaw.com

Name of Property Owner: Fort Lauderdale Hospitality, Inc.

Address of Property Owner: 2460 W. SR 84, Fort Lauderdale, FL 33312

Business Telephone: 954-792-4700 Home: _____ Fax: _____

Explanation of Request: Please see attached narrative.

For Plats please provide proposed Plat Name for Variances please attach Criteria Statement as per Section 625.40 of the Land Development Code.

Prop. Net Acreage: 5.45 acres Gross Acreage: 5.45 acres Prop. Square Footage: +/-61,933 square foot
addition to existing hotel

Existing Use: Hotel & Lobby Restaurant Proposed Use: Hotel addition with new restaurant

Is property owned individually, by a corporation, association, or a joint venture? Corporation.

AUTHORIZED REPRESENTATIVE

I/we are fully aware of the request being made to the City of Dania Beach. If I/We are unable to be present, I/we hereby authorize _____ (individual/firm) to represent me/us in all matters related to this application. I/we hereby acknowledge that the applicable fee was established to offset administrative costs and is not refundable.

I/we are fully aware that all approvals automatically expire within 12 months of City of Dania Beach Planning and Zoning Board or City Commission approval, or pursuant to the expiration timeframe listed in Part 6 of the Dania Beach Land Development Code.

STATE OF FLORIDA
COUNTY OF BROWARD
The foregoing instrument
was acknowledged

By: [Signature]
(Owner / Agent signature*)

BEFORE ME THIS 4th DAY OF January, 2017

By:

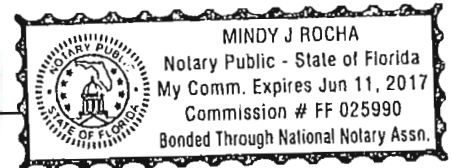
HANIF KHIMANI
(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary Mindy J Rocha
(Signature of Notary Public – State of Florida)

Personally known _____ or Produced Identification FL DL

Type of identification produced: _____ or Drivers License K550320612590



***If joint ownership, both parties must sign. If partnership, corporation or association, an authorized officer must sign on behalf of the group. A notarized letter of authorization from the owner of record must accompany the application if an authorized agent signs for the owner(s).**

NO APPLICATION WILL BE AUTOMATICALLY SCHEDULED FOR A MEETING.

***ALL APPLICATIONS MUST BE DETERMINED COMPLETE BY STAFF
BEFORE PROCESSING OCCURS.***



City of Dania Beach, Florida
Department of Community Development
Planning and Zoning Division
(954) 924-6805 X3643
(954) 922-2687 Fax



Standard Development Application

- ☐ Administrative Variance
- ☐ Land Use Amendment
- ☐ Plat
- ☐ Rezoning
- ☐ Site Plan
- ☐ Special Exception
- ☒ Variance
- ☐ Other: _____

Date Recd: _____

Petition No.: _____

VA-031-17
VA-032-17
VA-033-17

(SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)

THIS APPLICATION WILL NOT BE ACCEPTED UNTIL IT IS COMPLETE AND SUBMITTED WITH ALL NECESSARY DOCUMENTS. Refer to the application type at the top of this form and "Required Documentation" checklist to determine the supplemental documents required with each application. For after the fact applications, the responsible contractor of record shall be present at the board hearing. Their failure to attend may impact upon the disposition of your application. As always, the applicant or their authorized legal agent must be present at all meetings. All projects must also obtain a building permit from the City Building Division. For more information please reference the **Dania Beach Land Development Code Part 6, Development Review Procedures and Requirements.**

Location Address: 2460 W. State Road 84

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Recorded Plat Name: Unplatted

Folio Number(s): 5042 2000 0110 Legal Description: Please see attached.

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Address of Applicant: 14 SE 4th Street, Suite 36, Boca Raton, FL 33432

Business Telephone: 561-405-3324 Home: _____ Fax: 561-409-2341

E-mail address: hcalhoun@dmbblaw.com

Name of Property Owner: Fort Lauderdale Hospitality, Inc.

Address of Property Owner: 2460 W. SR 84, Fort Lauderdale, FL 33312

Business Telephone: 954-792-4700 Home: _____ Fax: _____

Explanation of Request: Please see attached narrative.

*For **Plats** please provide proposed **Plat Name** for **Variances** please attach **Criteria Statement** as per **Section 625.40 of the Land Development Code.***

Prop. Net Acreage: 5.45 acres Gross Acreage: 5.45 acres Prop. Square Footage: +/-61,933 square foot
addition to existing hotel

Existing Use: Hotel & Lobby Restaurant Proposed Use: Hotel addition with new restaurant

Is property owned individually, by a corporation, association, or a joint venture? Corporation.

AUTHORIZED REPRESENTATIVE

I/we are fully aware of the request being made to the City of Dania Beach. If I/We are unable to be present, I/we hereby authorize _____ (individual/firm) to represent me/us in all matters related to this application. I/we hereby acknowledge that the applicable fee was established to offset administrative costs and is not refundable.

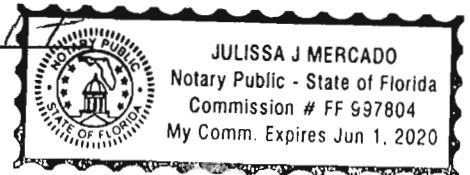
I/we are fully aware that all approvals automatically expire within 12 months of City of Dania Beach Planning and Zoning Board or City Commission approval, or pursuant to the expiration timeframe listed in Part 6 of the Dania Beach Land Development Code.

STATE OF FLORIDA
COUNTY OF BROWARD
The foregoing instrument
was acknowledged

By: [Signature]
(Owner / Agent signature*)

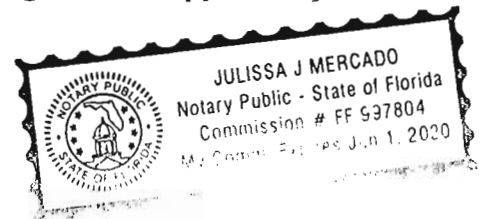
BEFORE ME THIS 27th DAY OF January, 2017

By: Julissa J Mercado
(Print name of person acknowledging)



(Joint owner signature if applicable)

Notary [Signature]
(Signature of Notary Public – State of Florida)



Personally known _____ or Produced Identification [Signature]

Type of identification produced: _____ or Drivers License X

***If joint ownership, both parties must sign. If partnership, corporation or association, an authorized officer must sign on behalf of the group. A notarized letter of authorization from the owner of record must accompany the application if an authorized agent signs for the owner(s).**

NO APPLICATION WILL BE AUTOMATICALLY SCHEDULED FOR A MEETING.

**ALL APPLICATIONS MUST BE DETERMINED COMPLETE BY STAFF
BEFORE PROCESSING OCCURS.**



MEMORANDUM

To: Ronnie Navarro, P.E.
From: Christopher W. Heggen, P.E.
Kimley-Horn and Associates, Inc.
Date: June 1, 2018
**Subject: Wyndham Hotel – Dania Beach, Florida
Statement Regarding Traffic Impact Analysis
Kimley-Horn #040843010**

Kimley-Horn provided the final traffic impact analysis for the proposed Wyndham Dania Beach project on December 16, 2016. In that study, traffic conditions were analyzed at the intersections surrounding the site for the following conditions:

- Year 2016 Conditions (Existing at time of initial application)
- Year 2020 "Background" Conditions (Traffic volumes in 2020 without this project)
- Year 2020 "Total" Conditions (Traffic volumes in 2020 with this project)

The purpose of the "Background" and "Total" portions of the analysis are to determine what the future traffic conditions will be at the opening date ("buildout") of the project. (The separate "Background" and "Total" analyses during this future year provide a comparison to measure what impacts the project specifically adds to the surrounding roadway network). Although approximately 18 months have elapsed since the final traffic impact study was prepared, the Applicant's currently expected timetable for construction results in the hotel opening in March of 2020. Therefore, the findings of that traffic study are still valid because they still represent conditions for the year in which the hotel is proposed to complete construction and open its doors (Year 2020). No modifications to the study are necessary.

Should you have any question regarding this information, please contact me via telephone at (561) 840-0248 or via e-mail at chris.heggen@kimley-horn.com.

k:\wpb_tpto\0408\040843010 wyndham dania beach\2018-06-01 wyndham dania ts.docx

Lajoie, Corinne

From: Eric Anderson <eric@andersonarchitecture.com>
Sent: Friday, June 01, 2018 10:57 AM
To: Lajoie, Corinne; Christina Bilenki; Hope Calhoun
Cc: Elizabeth Tsouroukdissian; Jane Storms
Subject: RE: Wyndham site plan

The work will be in three phases:

- 1....new restaurant and renovation of the existing hotel
- 2...demolition of the existing lobby/restaurant
- 3...new hotel & sitework (intending to start on 4/1/19)

The goal is to start the work immediately, with each phase starting immediately after the previous one is complete. Timelines have been developed but are not publishable until the approvals from the City Commission are complete.

EA

ERIC ANDERSON
principal



399 camino gardens blvd., suite 202
boca raton, florida 1 33432
v: 561.362.0220
eric@andersonarchitecture.com
www.andersonarchitecture.com

From: Lajoie, Corinne <cchurch@daniabeachfl.gov>

Sent: Friday, June 1, 2018 10:49 AM

To: Christina Bilenki <cbilenki@dmbblaw.com>; Hope Calhoun <hcalhoun@dmbblaw.com>

Cc: Eric Anderson <eric@andersonarchitecture.com>; Elizabeth Tsouroukdissian <elizabeth@pulicelandsurveyors.com>; Jane Storms <jane@pulicelandsurveyors.com>

Subject: RE: Wyndham site plan

I apologize for all the questions. Anne Christine was originally working on this project, but as you know is no longer with the City.

Reading all the documents now, I see the project is proposed to be Phased. Please identify when each phase is projected to be complete.

Thank you.

From: Christina Bilenki [<mailto:cbilenki@dmbblaw.com>]

Sent: Friday, June 01, 2018 9:38 AM

To: Lajoie, Corinne; Hope Calhoun

Cc: Eric Anderson; Elizabeth Tsouroukdissian; Jane Storms

Subject: RE: Wyndham site plan

Lajoie, Corinne

From: Lunkins, Angel
Sent: Thursday, March 22, 2018 6:25 PM
To: Lajoie, Corinne
Cc: Walton, Eric
Subject: RE: Code Violation status
Attachments: Code Violations_3-22-18.pdf

Hi Corinne, See notes below, also refer to case notes attached for most up to date notes on case statuses.

Wyndham – 2460 W. State Road 84	Folio No. 504220000110	#17-0863 no lien yet, fines running
Walmart – 401 E. Sheridan Street	Folio No. 514203600010	#16-1862 no lien yet, fines running
Biblical House of God – 819 SW 12 Avenue	Folio No. 514203340250-	No violations
4523 SW 26 Terrace	Folio No. 504229030201	#16-0563 no lien yet, fines running & #18-0231
4541 SW 26 Terrace	Folio No. 504229030202	#18-0230
Dania Oaks – 5461-5524 SW 40 Ave.	Folio No. 504136010361	No violations
	504136010360	
	504136010410	
	504136010400	

From: Lajoie, Corinne
Sent: Thursday, March 22, 2018 9:27 AM
To: Lunkins, Angel
Subject: Code Violation status

Can you please tell me if there are any open code violations or liens on any of the following properties?

Wyndham – 2460 W. State Road 84	Folio No. 504220000110
Walmart – 401 E. Sheridan Street	Folio No. 514203600010
Biblical House of God – 819 SW 12 Avenue	Folio No. 514203340250
4523 SW 26 Terrace	Folio No. 504229030201
4541 SW 26 Terrace	Folio No. 504229030202
Dania Oaks – 5461-5524 SW 40 Ave.	Folio No. 504136010361
	504136010360
	504136010410
	504136010400

Lajoie, Corinne

From: Lunkins, Angel
Sent: Wednesday, March 07, 2018 10:44 AM
To: Walton, Eric; Lajoie, Corinne
Cc: eric@andersonarchitecture.com
Subject: RE: red carpet inn - code compliance
Attachments: 2017-0863 5042-20-00-0110.pdf

Good Morning,

As requested "code check" for property 2460 W ST Rd 84. Please find attached documents related to code case # 2017-0863/ 5042-20-00-0110. This property is clear of liens at this time. But please note, per the Final Order fines have begun running as of 12/12/17.

Re: compliance please contact code inspector W. Damis 9) 924-6810 Ext 3648 or wdamis@daniabeachfl.gov

Thank You

Angel Lunkins

Code Compliance Coordinator
City of Dania Beach
100 W. Dania Beach Blvd.
Dania Beach, Florida 33004
(954)924-6810 Ext. 3790

"Established in History, Preparing for Tomorrow"



Please Note: Florida has a very broad public records law. Most written communications to or from City Officials regarding City business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

From: Walton, Eric
Sent: Thursday, March 01, 2018 5:39 PM
To: Lunkins, Angel
Subject: FW: red carpet inn - code compliance

Please check this for me

Eric Walton
Code Compliance Manager
City of Dania Beach
[*ewalton@daniabeachfl.gov*](mailto:ewalton@daniabeachfl.gov)
954-924-6810 x 3703

City of Dania Beach**Case History Report**

Report Date: 03-07-2018

Case Number: 2017-00000863

Case Type:
Notice of Violation**Case Description:**
Initial case**Status:**
Active**Status Date:****Default Inspector:**
Windy Damis**Cited Address:**
2460 W STATE RD 84**Folio Number:**
504220000110**Cited Party:**
FORT LAUDERDALE
HOSPITALITY INC**Note Type****Case Notes****Date**

CASE INSPECTION NOTES	CASE INSPECTION NOTES	06-29-2017
CASE HEARING NOTES	CASE HEARING NOTES	06-29-2017
CASE ACTIVITY NOTES	Per Insp Damis: NOV Hand delivered on 6/21/17 and mailed on a later date. JC 6/29/17	06-29-2017
CASE INSPECTION NOTES	Per Insp Damis: Case failed re-inspection on 7/7/17 Set case for 9/7/17 SM hearing. AL	07-10-2017
CASE INSPECTION NOTES	9/7/17 Special Magistrate hearing canceled -case rescheduled for 11/2/17 SM hearing. AL	09-22-2017
CASE HEARING NOTES	Per Special Magistrate Judith Secher at the 11/2/17 Special Magistrate Hearing the following was ordered: Compliance by December 12, 2017 or a \$200.00 per day fine. \$100.00 administrative fee assessed. AL 	11-09-2017
CASE HEARING NOTES	ADMIN FEE OF \$100.00 PAID 12/20/17 - DK	12-20-2017
CASE INSPECTION NOTES	Per Insp. Damis: Case failed post hearing inspection on 12/12/17 . Case sent to T/S on 1/25/18. AL	01-25-2018

Case Activity Comments**Case Violations**

1	FBC 105.1 Permits Required	FBC 105.1 requires any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by the Florida Building Code (2007 ed.), or to cause any such work to be done, must first make application to the building official (or building department) and obtain the required permit(s).	06/21/2017



Notice of Violation

Address 2460 W State Rd 84
Folio # 504220000110

Date: 6/21/17
DAYS TO COMPLY: 7

CE008021127001	8-21(a)(2)(g)	Windows and doors must be weather tight and in good repair fully operate and have screens
CE008021141001	8-21(a)(4)(a)	Foundations/floors/walls/roofs/bldg. parts must be in good repair
CE008021144001	8-21(a)(4)(d)	Plumbing fixtures/pipes/drains must be in good repair w/o leaks/defects
CE008021145001	8-21(a)(4)(e)	Electrical wiring/accessories must be in good repair & nothing exposed
CE008021146001	8-21(a)(4)(f)	Fence / Wall / Enclosure must be in good repair
CE008021151201	8-21(a)(5)(a)(2)	All surfaces must be painted or protected and maintained
CE008021154001	8-21(a)(5)(d)	All yard areas exposed must have vegetative material
CE008022110001	8-22(a)(1)	Commercial properties nuisances and hazards
CE008022130001	8-22(a)(3)	Commercial properties Minimum Standards
CE013029000001	13-29	Unpermitted standing water with possible/confirmed mosquito breeding
CE013034001001	13-34(a)	Unpermitted nuisance/trash/junk/debris/stagnant water accumulation
CE013034002001	13-34(b)	Property AND right of way require maintenance/cleaning
CE013034003001	13-34(c)	Untended veg on IMPROVED prop and/or R/W requires cutting (8" max)
CE013069004001	13-69(d)	Bulk trash out for pickup too early/must be removed
CE013074003001	13-74(c)	Trash Receptacle Prior Placement / Removal
CE014002001001	14-2(a)	Junked/abandoned/unlicensed vehicles on premises
CE016001000001	15-1	Business Tax Receipt required for business/property
CE022001000001	22-1	Building numbers required (FRONT / REAR / ALLEY)
CE022005009001	22-5(i)	Prohibits unpermitted installations and uses of swale and R/W
CE022005009501	22-5(i)(5)	Requires sod/vegetative material to be planted in unpaved swale areas
CE022005009541	22-5(i)(5)(d)	Trees must have a clearance of 8 ft above sidewalk & 14 ft above street
CE022021000001	22-21	Sidewalk must be maintain in uniform repair
CE100040004001	100-40(D)	Prohibited use on the subject property
CE105060006001	105-60(F)	Pool on site does not have a proper enclosure or it is not secured/locked
CE105120001001	105-120(A)	Prohibited class A commercial vehicle in a residential area
CE105130001001	105-130(A)(1)	RV/boat/trailer must be parked/stored in the side or rear yard
CE105130001003	105-130(A)(3)	RV/boat/trailer parking on R/W is prohibited
CE105130002001	105-130(B)	RV/boat/trailer max height may not exceed 13.5 feet
CE105130003001	105-130(C)	RV/boat/trailer may not exceed 30 feet in length and/or 10 feet in width
CE105130005001	105-130(E)	Max Number/ Parking- utility trailer/ recreational vehicle/ boat
CE105140005001	105-140(E)	Unpermitted use of regulated vehicle on site (storage/sleeping in/etc.)
CE265100003001	265-100(C)	Parking areas must be kept in good repair
CE265130004001	265-130(D)	Prohibited Parking - Parking on unapproved surface
CE290050004001	290-50(D)	Dumpsters must be closed and no debris located around them
CE505030070201	505-30(G)(2)	All signs & structures must be kept in good condition and neat appearance
CE505050000001	505-50	Prohibited Signs on Property
CE825200001001	825-200(A)	Tree Removal/Abuse Violation - Get any required tree permit for tree removal or abuse
CE105001000001	FBC 105.1	Permits required for any construction/building activities <u>Electrical Work without Permit</u>

Comments: Must obtain permit for electrical work that was done (Low voltage, cameras, CCTV & Fire alarm wiring) must pass final inspection to comply (Red Carpet INN)

☒ Posted Notice

☒ Hand Delivered - Received by:

Print: Gabby Gabels

Sign: [Signature]

Office Use:

Mall ☒

Cert. #

Inspector: W. Damis

ID # 1806

Contact # 954-924-6810 x 3648

PROACTIVE: ☐

REACTIVE: ☒

Case # 2017-0863

CITY OF DANIA BEACH, FLORIDA

RESPONDENT. :

1. FBC 105.1 Permits Required. Requires any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by the Florida Building Code (2007 ed.), or to cause any such work to be done, must first make application to the building official (or building department) and obtain the required permit(s). There was electrical work consisting of fire alarm wiring

FINAL ORDER
2017-0863
PAGE 2

that was installed on the building without the required permits.

Upon consideration thereof, it is thereupon ORDERED:

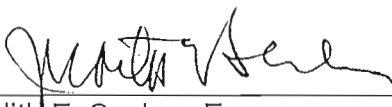
1. Respondent, Fort Lauderdale Hospitality Inc:
 - (a) has been found to be in violation of the above described code section listed in paragraph b.(1), and a fine of \$200.00 per day will begin running on December 12, 2017 for the violation.
 - (b) In addition, there is also assessed \$100.00 to cover costs incurred by the City in the prosecution of this matter. Said amount is now due, and must be paid prior to the compliance date as ordered. If not paid, this cost assessment may also constitute a lien against the above referenced property which may also be actionable by law.

The fine shall continue until said violation comes into compliance with said section of the City Code upon requested inspection. Upon complying, the Respondent MUST notify the City's Code Compliance Department and an officer will inspect the property and notify the Code Compliance Special Magistrate whether Respondent has complied. If the Respondent does not notify the City's Code Compliance Department, an officer will not inspect the property and the fine will continue to be imposed each day until a Code Officer is notified, inspects the property and determines the property to be in compliance with this order. Said fine shall constitute a lien upon the real property and personal property of the Respondent.

In the event this Final Order is recorded as a lien, a charge will be imposed to record the Final Order and any lien satisfaction.

ORDERED at Dania Beach, Broward County, Florida, this 6 day of December, 2017.

CODE COMPLIANCE SPECIAL MAGISTRATE

By: 
Judith E. Secher, Esq.

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PAGE 3

Notary Seal:



Sworn and subscribed before me this
6 day of December, 2017.


NOTARY PUBLIC STATE OF FLORIDA

Judith E. Secher is personally known to me.

CERTIFICATE OF SERVICE

I CERTIFY that a copy of the foregoing Final Order was mailed to the Respondent, Fort Lauderdale Hospitality Inc, this 6 day of December, 2017.

CERTIFIED MAIL # 9214 89017943 66000212 97


CODE COMPLIANCE
SPECIAL MAGISTRATE CLERK

cc: First Class Standard Mail
aja



02.27.18

Corrine Lajoie
City of Dania Beach

Re: **Wyndham – Dania Beach...submittal package**
SP-003-17; SE-004-17

Ms. Lajoie,

Attached you will find the resubmittal package for the Site Plan Approval related to the new hotel and reconstruction of the existing restaurant to the property located at 2460 West State Road #84. The submittal includes:

Hard copies.....the revised plans & survey (full-size and 11x17...one set of each), Narrative, and the variance requests are attached hereto.

CD.....in addition to the items above being included on the submitted CD, the following items are also included:

- Traffic Study (Kimley Horn, dated 12.12.16)
- Parking Study (Kimley Horn, dated 9/6/17)
- Soils Report (GFA, dated 6/1/16)
- Purchase deed for south ROW (dated 1/12/16)
- Aviation / FAA acceptance letters (dated 4/26/17)

If you have any questions or require additional information, please contact me immediately.

Sincerely,

A handwritten signature in purple ink, appearing to read "Eric Anderson".

Eric Anderson, Principal

cc: Hanif Khimani, *Fort Lauderdale Hospitality*
Hope Calhoun, *Dunay, Miskel, Backman*



DATE:	02.27.18	COMM:	15-005
FROM:	Eric Anderson	REF:	Wyndham Dania Beach
TO:	City of Dania Beach Community Development Department	Process No:	SP-003-17; SE-004-17 <i>Review 2 – Responses</i>

The status of each discipline is noted below:

- The items below that have been crossed-thru were resolved with the responses after the first DRC Meeting.
- Updated versions were part of the resubmittal made on 9/7/17.

Zoning: Anne-Christine Carrie / 04.20.17

4. ~~Per Sec. 265-50 (#3), the existing number of parking spaces is lower than required by the current LDC. The additional uses and structures will increase the number of parking spaces required on the site. As such, the requirements of Sec. 630-50 (5) are not satisfied. Revise plans and justification statement. 2ND time requested.~~

~~**Response: A variance has been requested—a parking study was generated to augment this request.**~~

Site Plan: Anne-Christine Carrie / 04.20.17

- The site plan was modified post-DRC as a response from the County exposed during the platting process to resolve deficiencies in the stacking requirement for the two driveways. The site plan was modified to accommodate the stacking requirement without loss of parking.
- ~~1. Survey shows 30' Right of Way dedication along the South property line. The Site Plan shows paved parking spaces and landscaping within this area. This R-O-W must be vacated prior to Site Plan approval. Per Article 655 of the LDC, a property must be replatted prior to a vacation, unless the City Commission waives the replat. Submit applicable applications. This comment will remain until addressed. 2nd time requested. **Response: DONE**~~
- ~~2. Sheet 100 shows additional land to be added per vacation of ROW. Provide application of plat and/or vacation. **Response: See #1.**~~

3. ~~In the Site Tabulations table on Sheet 101, revise property area dimension to reflect property size minus the ROW dedication at the South property line. Dedicated land cannot be used as private property for development. **Response: See #1.**~~
4. ~~On Sheet 101, remove proposed parking and landscaping from the dedicated ROW at the south property line on plans and in table. **Response: See #1.**~~
5. The variance application provided does not address the requirements of Sec. 215-130. Address the development alternatives identified in Sec. 215-130 (D) through (E) via waiver application, fee of \$500 and plan revision. 2nd time requested. Per Sec. 215-130:

(D) *Pervious area credit. Installation of a "green roof" or "roof garden" can be counted as pervious areas as described in this Code. If a green roof or roof garden is utilized, fifty (50) percent of the improved area can be counted toward the required pervious area.*

(E) *Partial waiver of standard. Upon demonstration by an applicant that special conditions peculiar to the location or physical characteristics of a particular site are present, or that special conditions resulting from the design of existing facilities, project design, or surrounding land uses are present, the city commission may grant a waiver from the impervious area standards, subject to the following limitations:*

(1) *The volume of stormwater runoff that would be increased by granting the partial waiver shall be completely mitigated through design and construction methods, including but not limited to, underground stormwater storage vaults, French drains, green (landscaped) roofs that absorb stormwater, stormwater storage and reuse systems for irrigation, positive outfall systems, use of pervious ground stabilization systems where deemed appropriate by the city engineer, and other improvements to aid in the retention and filtration of stormwater runoff.*

(2) *If a waiver is granted, the impervious area shall not exceed eighty-five (85) percent for industrial uses, eighty (80) percent for commercial uses and seventy (70) percent for residential uses.*

Response: Due to the nature of the existing site and its existing improvements, all efforts have been made to better the treatment of the stormwater, including addition of exfiltration (non existing) in the area of primary redevelopment..

6. ~~PLATTING: Provide letter from Broward County identifying whether this property needs to be platted or replatted.~~

Response: The platting process has started, with submittal expected this month. The plat is scheduled for hearings in April.

7. WATER: Identify projected water demand for the entire site.

Response: The existing and total water was added - see C2.

8. ~~The proximity to the airport will require FAA/BCAD review and approval. Contact William Castillo, Airport Planner with Broward County Aviation Department, located at 2200 SW 45 Street, Suite 101, Dania Beach, FL 33315, (954) 359-6100. **Response: DONE**~~

9. PARKING: Revise plans to provide at least the minimum bike racks required by Sec. 265-51.

Response: 6 bike racks were added to the site – See sheet A-101 & A-102. See variance for missing bike racks.

10. Per Sec. 265-50 (#3), indicate the total number of existing and provided parking spaces- for trucks and standard vehicles. 2nd time requested.

Response: See parking study.

11. ~~Per Sheet 101, the provided parking count is less than what is required for the proposed uses in accordance with Sec. 265-50 (#3).~~

a. ~~Provide a parking study in support of the requested parking variance.~~ **Response: See #10.**

12. ~~SIDEWALKS: Indicate width of existing and proposed sidewalk on plans.~~ **Response: DONE**

13. ~~LOADING: Per Sec. 270-20, 1 loading space is required for the proposed improvements. Revise plans to show required and provided loading space, as well as the location and dimensions of such. 2nd time requested.~~ **Response: truck parking — dual purpose**

14. ~~DUMPSTERS: Per Sec. 290-50 (F), All receptacles and bulk containers which temporarily store garbage, liquid waste or food from food handling operations including, but not limited to, bakeries, meat processing plants, or any business establishment where it is determined that garbage, liquid waste, or food will be accumulated, shall provide a raised concrete slab, a drain, and cleaning water facilities for such receptacles and containers and shall be constructed in accordance with the provisions of the Florida Building Code.~~ **Response: DONE**

15. ~~Must provide latest revised set of plans on disk in addition to the printed plans prior to going to public hearing.~~ **Response: Acknowledged.**

Landscape: ~~Previous: Michael McCoy~~

~~Current: Daniel Parobok (daniel.parobok@metriceng.com) / 04.20.17~~

- **Eric Anderson met with Daniel Parobok on August 30TH to review the revisions related to the DRC comments below, as well as the post-DRC modifications required by FDOT. Obviously, the approval is subject to the City Commission granting the landscape-related variances.**

1. ~~The dollar value of specimen trees must be provided on the tree disposition plan sheet. This can be implemented once the values provided by your arborist have been agreed to.~~

Response: DONE

2. ~~Final arborist report still pending at this time. Insufficient efforts to date have been provided to: ☐ Relocate Tree #14. This tree is easily relocatable and is a valuable resource for the City. Ample opportunities for relocation exist on the site. Provide relocation plans and specifications.~~

- ☐ ~~Minimize impacts to specimen (and non-specimen) trees from proposed development activities. Landscape plan needs to include tree protection fencing, root pruning, supplemental irrigation and other practices, based on recommendations from your Certified Arborist, which will help ensure the survival of trees proposed to remain. The arborist report needs to be updated to evaluate the trees proposed to remain and provide for conservation/impact minimization measures as applicable. Conservation measures, including tree protection fencing, must be shown on the plans. Construction of the parking area in close proximity to specimen trees may need to be constructed above grade and/or incorporate structural soil to accommodate adequate space for root growth.~~

Response: TR-1...Tree protection Fencing has been added to the plan.

_____ **TR-1...Root Pruning notes have been added (see Note #10).**

_____ **LP-1...Supplemental irrigation notes have been added.**

3. ~~Root barriers need to be provided, per 275-180(O). Landscape plans need to include a detail and specifications for root barrier and depict their location on the plan view layout.~~

~~Response: See Sheet LP-3 for Root Barrier detail. Root barriers were also added to the Landscape Plan (LP-1).~~

4. ~~For all trees to remain, show the Tree Protection Zone at minimum as defined in Sec 825-50, expanded per recommendations from your arborist.~~

~~Response: The tree protection zone and tree protection fencing was added to LP-1.~~

5. ~~Provide cross-sections/construction details on paving plans to illustrate the requirement listed on the City's Standard Landscape Note #20 (shown on Sheet LP-1).~~

~~Response: A Soil Excavation detail has been added to Sheet LP-3.~~

6. ~~VUA square ft calculations are inconsistent on sheets LP-1 and LP-2 (off by 1,600+ sf). Please revise.~~

~~Response: The calculations have been revised.~~

7. ~~Per Sec. 275-100, a minimum of 20% of VUA must be devoted to landscaping. Current proposed VUA landscaping does not meet this requirement (short 8,000+ sf). A variance of this requirement must identify the unique situation preventing compliance with this requirement.~~

~~Response: A variance request has been made.~~

8. ~~Terminal peninsula adjacent to the north of dumpster area does not meet Sec. 275-100 requirements. This comment is continued from Review #1.~~

~~Response: Due to the angle of the peninsula, the average width is compliant.~~

9. ~~A PDF copy of the landscape and site plans (current and proposed revisions) is required prior to review of the following submittal. Email plans to mmccoy@metriceng.com~~

~~Response: Acknowledged.~~

Engineering: Ronnie Navarro (rnavarro@daniabeachfl.gov) / 04.20.17

- Eric Anderson had a conference call with Ronnie Navarro on 9/1/17 to review the driveway modifications mandated by FDOT, as well as acceptance of the responses to the DRC comments below. It was our understanding that his approval would be forwarded to Corinne.

1. This is to acknowledge receipt of post-development calculation however we need to see the pre-development calculations. Provide geotechnical report including percolation test to support k-value in the calculations. Report is available why can't this provided at this time, to validate your calculations?

~~Response: See soil report.~~

2. Show current FEMA base flood elevation (BFE). Finished floor elevation (FFE) shall be one (1) foot above BFE. Elevation in NAVD.

~~Response: The new buildings will be compliant.~~

3. Confirm that the perimeter grading meets the 25-year storm event. Please review calculations provided, response does not match calculations.

~~Response: The perimeter grading is compliant—calculations have been revised to—reflect a pre-development of 6.51, and a post-development of 6.4.~~

4. Show all utility and drainage easements on site plan, if any.

~~Response: The only easement is a 30' easement (previous ROW) which is not utilized.~~

5. The traffic study shows right in only on the east driveway. Please revised drawings to coordinate with traffic study.

~~Response: The east driveway is a right-in only—a note has been added to the appropriate plans.~~

6. Show geometric dimensions on civil site plans. Sheet C-1 do not show any dimensions on the plan.

~~Response: Dimensions are shown on Sheet C-3.~~

7. Show anticipated vehicles per day for each driveway connection based on traffic projection. Please annotate Sheet C-1 to show (vehicles per day) per ingress/egress. Make sure that driveways width meet FDOT Index 515.

~~Response: See sheet C-1 & traffic study.~~

8. Per Dania Code of Ordinances (Article 415—Sidewalks and Swales), Owner is responsible for sidewalks and swale improvements within the road right of way. Provide a minimum 5 foot sidewalk on Gulfstream Road.

~~Response: A note for the width of the sidewalks will be added to the plans for both the existing and new.~~

9. Show sight distance analysis using FDOT Index No. 546 at all points of egress. Must be reflected on landscape drawings as well. This must also be shown on Sheet LP-1.

~~Response: The sight distance is analysis is depicted on C-3 – the depiction added to the landscape plans.~~

10. Provide copy of FDOT Driveway Connection Permit. Provide copy of the pre-application approval.

~~Response: FDOT has approved.~~

11. Provide sections and details of at-grade driveways and at-grade parking areas.

~~Response: The sections are depicted on Sheet C-1.~~

12. In compliance with Article 805 of the City Code of Ordinances, applicant shall provide a projection water demand, and sewage and **solid waste generation** in tabular format. Demonstrate that recreation and open space level of service standard is met.

~~Response: Information added on C-2.~~

13. Traffic Impact Study: no further comments.

~~Response: Acknowledged~~

14. Provide drawing file (dwg or dgn) disk of the approved site plan in Florida State Plane Coordinate (NAD-83). This should be addressed as part of the final submittal.

~~Response: Acknowledged.~~

Fire: Sean Brown, Battalion Chief / Raul Cosme (raul_cosme@sheriff.org) / 04.10.17

- On 9/1/17, Fabiola Branco (Anderson Architecture), discussed with Raul Cosme the ramifications of the driveway modifications mandated by FDOT.....an email approving the plans was sent to Corinne (w/ a CC to our firm) on 9/5.

Tier 1 COMMENTS:

Deficiencies were identified on your plan during our plan review process. Please provide the following:

2. Fire Department Access Information as follows
 - a. All turning radii (demonstrated) – Please demonstrate all inside turning radii
 - Adjust turning radii to show min 38ft inside / 50ft outside

Response: Additional turning radii added on the final drawings & approved by Fire Marshal.

3. Water Supply Information as follows:

- a. All existing and proposed water main sizes – Additional water supply is required for the south and west sides of the property. Water mains must be min. 8" and must be looped.
- b. Additional fire hydrants are required for the south and west sides of the property spaced every 300' as the truck drives.
- d. Locations of all fire department connections (Siamese and Fire Hose Valves on standpipes) on the interior and exterior of the building or structure (for buildings or structures with fire sprinkler systems)
- e. Identify Points of Service.
- f. Show location of FDC for restaurant. Additional FDC required on the South side of the Hotel.

Response: See agreement approved by Fire Marshal.

Tier 2 COMMENTS:

5. Additional Water Supply Information as follows:
 - a. Locations of all Post Indicating Valves or **Underground Gate Valves, Double-Detector Check Valves**, etc.

Response: Location added on Architectural plans and approved by Fire Marshal.

End of Narrative



September 6, 2017

Ronnie Navarro, P.E.
City of Dania Beach
100 W Dania Beach Boulevard
Dania Beach, FL 33004

**RE: Wyndham Hotel
Shared Parking Study
Kimley-Horn # 040843010**

Dear Mr. Navarro:

Kimley-Horn and Associates, Inc. has undertaken the following analysis to evaluate anticipated parking demand for the Wyndham Hotel project. The subject site is located on the south side of SR 84 west of I-95 in the City of Dania Beach, Florida. The project will include an additional 96 room leisure hotel building and the redevelopment of the existing restaurant/lobby building. The existing and proposed site plans have been attached for reference.

The purpose of this parking evaluation is to determine the total minimum number of parking spaces needed on the overall site required to accommodate the additional hotel building on site. The analysis has been based on the current supply requirements for the existing development on site plus the parking that will be required for the proposed new hotel building. No additional parking demand has been added for the redevelopment of the restaurant/lobby building because the gross floor area for the replacement component building is approximately the same.

Below is a summary of the existing weekday and weekend parking demand, code-required parking for the site, and a summary of the total parking requirements upon redevelopment of the site.

Data Collection

Existing hourly parking data was collected between the hours of 7:00 AM – 10:00 AM and 7:00 PM – 12:00 AM on Saturday July 15, 2017 and Tuesday July 18, 2017. This data included semi-truck and passenger vehicle demand. The hotel was 99.3% occupied on Saturday, July 15, 2017 and 75.3% occupied on Tuesday, July 18, 2017. Because the Saturday data reflected the highest occupancy and the highest observed demand, the data collected on Saturday was used as the baseline for analysis.

City Baseline Code Parking Requirements

The City of Dania Beach's Land Development Code defines the parking requirements for a variety of land uses in the City. Based upon these requirements, the site parking requirements for the proposed hotel were calculated as summarized in *Table 1*.

Table 1: City of Dania Beach Required Parking

Land Use	Intensity	Dania Beach Parking Rate	Required Parking
(A) Hotels and Motels	96 Rooms	1.00 Space Per Room	96
Total Code-Required Parking			96

Application of the City's code parking requirements identifies the code-required parking supply as 96 parking spaces. In *Shared Parking, Second Edition*, published by the Urban Land Institute (ULI), the parking demand split between patrons and employees of a hotel is approximately 85% patrons and 15% employees. ULI publishes time-of-day demand distributions for both patrons and employees of the hotel. After applying the time-of-day distributions to these two components of parking demand for the hotel use, it is determined that the overnight peak supply requirement for the new hotel building is 88 spaces. required parking spaces for the additional 96 hotel rooms using the ULI time-of-day distribution for visitors and employees, we find that the maximum required parking for weekends is 88 spaces. *Tables 2 and 3* are attached and summarize the ULI-based calculations of the parking requirements for these two components of site parking demand.

Parking Data Analysis

Based on the month-by-month room occupancy data provided by the hotel, the month of the year with the highest occupancy is March, with an average occupancy of 97.0%. Existing parking volumes were therefore adjusted to a design occupancy level of 97.0% to reflect the design period baseline demand.

Total Required Passenger Vehicle Parking

Existing observed parking demand was adjusted to the 97% occupancy threshold with an additional 10% buffer to account for vehicle turnover and parking efficiency on site. The sum of these hourly parking volumes and the ULI-calculated hourly parking volumes resulted in a determination that the peak hour parking supply requirement is 259 parking spaces on the weekend. The current plan of development identifies a total passenger vehicle supply of 305 parking spaces. Therefore, the parking supply surplus will be 46 spaces on site.

Total Required Semi-Truck Calculations

Due to the market niche that the proposed new leisure hotel building is intended to fill, there is no anticipation that the existing semi-truck parking demand will change. However, site plan modifications resulted in a change in the proposed parking supply for both the passenger vehicle and semi-truck. The current plan of development includes 22 parking spaces for semi-trucks. Based on existing observations, the peak observed weekend demand was 23 semi-trucks on site. The owner of the hotel site has indicated that the hotel will stop renting rooms to drivers of semi-trucks once the 22 spaces are fully occupied.

Conclusion

Therefore, the documentation contained herein demonstrates that the proposed supply of 305 standard passenger vehicle spaces and 22 semi-truck spaces will sufficiently accommodate the parking requirements for this site. As noted, the owner of the hotel site has indicated that the hotel will stop renting rooms to drivers of semi-trucks on evenings in which the 22 semi-truck parking spaces are fully occupied.

Should you have any questions, please contact me via e-mail at chris.heggen@kimley-horn.com or via telephone at (561) 840-0248.

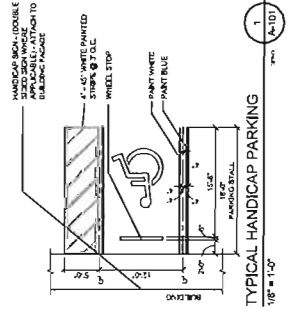
Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Attachments

k:\wpb_tpto\0408\040843010 wyndham dania beach\2017-09-06 wyndham dania parking study.docx



Wyndham Dania Beach Parking Observations

Saturday

7/15/2017	Total Spaces	Total Occupied Spaces (Passenger Car + Truck)	Occupied Truck Spaces	Maximum Passenger Vehicles Between Half Hour Volumes	Maximum Trucks Between Half Hour Volumes
7:00 AM	261	186	21	165	21
7:30 AM	261	176	15		
8:00 AM	261	173	15	158	15
8:30 AM	261	167	15		
9:00 AM	261	160	15	145	15
9:30 AM	261	142	13		
10:00 AM	261	133	13	120	13
7:00 PM	261	107	22		
7:30 PM	261	114	20	103	22
8:00 PM	261	123	20		
8:30 PM	261	125	21	111	21
9:00 PM	261	134	23		
9:30 PM	261	138	22	134	23
10:00 PM	261	157	23		
10:30 PM	261	155	23	140	23
11:00 PM	261	162	22		
11:30 PM	261	180	22	158	22
12:00 AM	261	162	22	140	22

* Hotel occupancy on 7/15/2017 was 99.3%

Wyndham Dania Beach Parking Observations

Tuesday

7/18/2017	Total Spaces	Total Occupied Spaces (Passenger Car + Truck)	Occupied Truck Spaces	Max Passenger Vehicles Between Half Hour Volumes	Maximum Trucks Between Half Hour Volumes
7:00 AM	261	124	14	110	14
7:30 AM	261	117	14		
8:00 AM	261	113	12	104	13
8:30 AM	261	117	13		
9:00 AM	261	116	14	104	14
9:30 AM	261	117	13		
10:00 AM	261	111	13	98	13
7:00 PM	261	113	24		
7:30 PM	261	115	24	91	24
8:00 PM	261	114	27		
8:30 PM	261	117	30	99	30
9:00 PM	261	129	30		
9:30 PM	261	135	30	108	30
10:00 PM	261	138	30		
10:30 PM	261	142	31	124	31
11:00 PM	261	155	31		
11:30 PM	261	161	30	137	31
12:00 AM	261	169	32	137	32

* Hotel occupancy on 7/15/2017 was 75.2%

TABLE 2
WYNDHAM HOTEL DANIA BEACH
UNADJUSTED PARKING REQUIREMENTS FOR CURRENTLY UNLEASED AREA

Land Use	Employee / Visitor	ULI Rate		Unit		City of Dania Beach		Base		City of Dania Beach		Unit		Unadjusted Parking Requirements	
		Weekday	Weekend	Weekday	Weekend	Weekday	Weekend	1 space per room	1 space per room	Weekday	Weekend	per room	per room	Weekday	Weekend
Hotel - Leisure	96 Rooms	0.9	1.0	per room	per room	0.78	0.85			0.22	0.15	per room	per room	75	82
		0.25	0.18	per room	per room									21	14
Total														96	96

**TABLE 3
WYNDHAM HOTEL DANIA BEACH
WEEKEND (SATURDAY) ADJUSTED PARKING REQUIREMENTS - ULI SHARED PARKING**

Land Use	Quantity*	Unit	User	Unadjusted Parking Spaces Weekdays										
					7 a.m.	8 a.m.	9 a.m.	10 a.m.	7 p.m.	8 p.m.	9 p.m.	10 p.m.	11 p.m.	Midnight
Base Demand Observed Adjusted to 97% Occupancy 7/15/2017 (plus 10% buffer)					177	169	156	129	111	119	144	151	169	151
Hotel - Leisure	96	Rooms	Visitor	82	95%	90%	80%	70%	85%	90%	95%	95%	100%	100%
			Employee		78	74	66	57	70	74	78	78	82	82
				30%	90%	90%	100%	55%	55%	55%	45%	45%	30%	
Subtotal - unleased area				14	4	13	13	14	8	8	8	6	6	4
Total Net New				82	87	79	71	78	82	86	84	88	86	
Net New Maximum					88									
Existing Observed Parking Requirement + Net New				259	256	235	200	189	201	230	235	257	237	
Maximum Required Peak Hour					269									



NARRATIVE

DATE: 09.06.17 COMM: 15-005
FROM: Eric Anderson REF: Wyndham Dania Beach
TO: City of Dania Beach Process No: SP-003-17; SE-004-17
Community Development **Review 2 – Responses**
Department

Zoning: Anne-Christine Carrie / 04.20.17

1. ~~Per Sec. 265-50 (#3), the existing number of parking spaces is lower than required by the current LDC. The additional uses and structures will increase the number of parking spaces required on the site. As such, the requirements of Sec. 630-50 (5) are not satisfied. Revise plans and justification statement. 2ND time requested.~~

Response: A variance has been requested – a parking study was generated to augment this request.

Site Plan: Anne-Christine Carrie / 04.20.17

1. ~~Survey shows 30' Right of Way dedication along the South property line. The Site Plan shows paved parking spaces and landscaping within this area. This R-O-W must be vacated prior to Site Plan approval. Per Article 655 of the LDC, a property must be replatted prior to a vacation, unless the City Commission waives the replat. Submit applicable applications. This comment will remain until addressed. 2nd time requested. **Response: DONE**~~
2. ~~Sheet 100 shows additional land to be added per vacation of ROW. Provide application of plat and/or vacation. **Response: See #1.**~~
3. ~~In the Site Tabulations table on Sheet 101, revise property area dimension to reflect property size minus the ROW dedication at the South property line. Dedicated land cannot be used as private property for development. **Response: See #1.**~~
4. ~~On Sheet 101, remove proposed parking and landscaping from the dedicated ROW at the south property line on plans and in table. **Response: See #1.**~~

5. The variance application provided does not address the requirements of Sec. 215-130. Address the development alternatives identified in Sec. 215-130 (D) through (E) via waiver application, fee of \$500 and plan revision. 2nd time requested. Per Sec. 215-130:

(D) *Pervious area credit. Installation of a "green roof" or "roof garden" can be counted as pervious areas as described in this Code. If a green roof or roof garden is utilized, fifty (50) percent of the improved area can be counted toward the required pervious area.*

(E) *Partial waiver of standard. Upon demonstration by an applicant that special conditions peculiar to the location or physical characteristics of a particular site are present, or that special conditions resulting from the design of existing facilities, project design, or surrounding land uses are present, the city commission may grant a waiver from the impervious area standards, subject to the following limitations:*

(1) *The volume of stormwater runoff that would be increased by granting the partial waiver shall be completely mitigated through design and construction methods, including but not limited to, underground stormwater storage vaults, French drains, green (landscaped) roofs that absorb stormwater, stormwater storage and reuse systems for irrigation, positive outfall systems, use of pervious ground stabilization systems where deemed appropriate by the city engineer, and other improvements to aid in the retention and filtration of stormwater runoff.*

(2) *If a waiver is granted, the impervious area shall not exceed eighty-five (85) percent for industrial uses, eighty (80) percent for commercial uses and seventy (70) percent for residential uses.*

Response: Due to the nature of the existing site and its existing improvements, all efforts have been made to better the treatment of the stormwater, including addition of exfiltration (non existing) in the area of primary redevelopment.

6. ~~PLATTING: Provide letter from Broward County identifying whether this property needs to be platted or replatted.~~

Response: The platting process has started, with submittal expected this month.

7. WATER: Identify projected water demand for the entire site.

Response: The existing and total water was added - see C2.

8. ~~The proximity to the airport will require FAA/BCAD review and approval. Contact William Castillo, Airport Planner with Broward County Aviation Department, located at 2200 SW 45 Street, Suite 101, Dania Beach, FL 33315, (954) 359-6100. Response: DONE~~

9. PARKING: Revise plans to provide at least the minimum bike racks required by Sec. 265-51.

Response: 6 bike racks were added to the site – See sheet A-101 & A-102. See variance for missing bike racks.

10. Per Sec. 265-50 (#3), indicate the total number of existing and provided parking spaces- for trucks and standard vehicles. 2nd time requested.

Response: See parking study.

11. ~~Per Sheet 101, the provided parking count is less than what is required for the proposed uses in accordance with Sec. 265-50 (#3).~~

a. ~~Provide a parking study in support of the requested parking variance. Response: See #10.~~

12. ~~SIDEWALKS: Indicate width of existing and proposed sidewalk on plans. Response: DONE~~

13. ~~LOADING: Per Sec. 270-20, 1 loading space is required for the proposed improvements. Revise plans to show required and provided loading space, as well as the location and dimensions of such. 2nd time requested.~~ **Response: ~~truck parking—dual purpose~~**
14. ~~DUMPSTERS: Per Sec. 290-50 (F), All receptacles and bulk containers which temporarily store garbage, liquid waste or food from food handling operations including, but not limited to, bakeries, meat processing plants, or any business establishment where it is determined that garbage, liquid waste, or food will be accumulated, shall provide a raised concrete slab, a drain, and cleaning water facilities for such receptacles and containers and shall be constructed in accordance with the provisions of the Florida Building Code.~~ **Response: ~~DONE~~**
15. ~~Must provide latest revised set of plans on disk in addition to the printed plans prior to going to public hearing.~~ **Response: ~~Acknowledged.~~**

Landscape: Michael McCoy / 04.20.17

1. ~~The dollar value of specimen trees must be provided on the tree disposition plan sheet. This can be implemented once the values provided by your arborist have been agreed to.~~
Response: ~~DONE~~
2. ~~Final arborist report still pending at this time. Insufficient efforts to-date have been provided to: ☐ Relocate Tree #14. This tree is easily relocatable and is a valuable resource for the City. Ample opportunities for relocation exist on the site. Provide relocation plans and specifications.~~
~~☐ Minimize impacts to specimen (and non-specimen) trees from proposed development activities. Landscape plan needs to include tree protection fencing, root pruning, supplemental irrigation and other practices, based on recommendations from your Certified Arborist, which will help ensure the survival of trees proposed to remain. The arborist report needs to be updated to evaluate the trees proposed to remain and provide for conservation/impact minimization measures as applicable. Conservation measures, including tree protection fencing, must be shown on the plans. Construction of the parking area in close proximity to specimen trees may need to be constructed above grade and/or incorporate structural soil to accommodate adequate space for root growth.~~
Response: ~~TR-1...Tree protection Fencing has been added to the plan.~~
~~TR-1...Root Pruning notes have been added (see Note #10).~~
~~LP-1...Supplemental irrigation notes have been added.~~
3. ~~Root barriers need to be provided, per 275-180(O). Landscape plans need to include a detail and specifications for root barrier and depict their location on the plan view layout.~~
Response: ~~See Sheet LP-3 for Root Barrier detail. Root barriers were also added to the Landscape Plan (LP-1).~~
4. ~~For all trees to remain, show the Tree Protection Zone at minimum as defined in Sec 825-50, expanded per recommendations from your arborist.~~
Response: ~~The tree protection zone and tree protection fencing was added to LP-1.~~
5. ~~Provide cross-sections/construction details on paving plans to illustrate the requirement listed on the City's Standard Landscape Note #20 (shown on Sheet LP-1).~~
Response: ~~A Soil Excavation detail has been added to Sheet LP-3.~~

6. VUA square ft calculations are inconsistent on sheets LP-1 and LP-2 (off by 1,600+ sf). Please revise.

Response: The calculations have been revised.

7. ~~Per Sec. 275-100, a minimum of 20% of VUA must be devoted to landscaping. Current proposed VUA landscaping does not meet this requirement (short 8,000+ sf). A variance of this requirement must identify the unique situation preventing compliance with this requirement.~~

~~**Response: A variance request has been made.**~~

8. ~~Terminal peninsula adjacent to the north of dumpster area does not meet Sec. 275-100 requirements. This comment is continued from Review #1.~~

~~**Response: Due to the angle of the peninsula, the average width is compliant.**~~

9. ~~A PDF copy of the landscape and site plans (current and proposed revisions) is required prior to review of the following submittal. Email plans to mmccoy@metriceng.com~~

~~**Response: Acknowledged.**~~

Engineering: Holland Engineering

1. This is to acknowledge receipt of post-development calculation however we need to see the pre-development calculations. Provide geotechnical report including percolation test to support k-value in the calculations. Report is available why can't this provided at this time, to validate your calculations?

Response: See soil report.

2. Show current FEMA base flood elevation (BFE). Finished floor elevation (FFE) shall be one (1) foot above BFE. Elevation in NAVD.

~~**Response: The new buildings will be compliant.**~~

3. Confirm that the perimeter grading meets the 25-year storm event. Please review calculations provided, response does not match calculations.

~~**Response: The perimeter grading is compliant — calculations have been revised to — reflect a pre-development of 6.51, and a post-development of 6.4.**~~

4. Show all utility and drainage easements on site plan, if any.

~~**Response: The only easement is a 30' easement (previous ROW) which is not utilized.**~~

5. The traffic study shows right-in only on the east driveway. Please revised drawings to coordinate with traffic study.

~~**Response: The east driveway is a right-in only — a note has been added to the appropriate plans.**~~

6. Show geometric dimensions on civil site plans. Sheet C-1 do not show any dimensions on the plan.

Response: Dimensions are shown on Sheet C-3.

7. Show anticipated vehicles per day for each driveway connection based on traffic projection. Please annotate Sheet C-1 to show (vehicles per day) per ingress/egress. Make sure that driveways width meet FDOT Index 515.

Response: See sheet C-1 & traffic study.

8. ~~Per Dania Code of Ordinances (Article 415 – Sidewalks and Swales), Owner is responsible for sidewalks and swale improvements within the road right of way. Provide a minimum 5 foot sidewalk on Gulfstream Road.~~

Response: ~~A note for the width of the sidewalks will be added to the plans for both the existing and new.~~

9. Show sight distance analysis using FDOT Index No. 546 at all points of egress. Must be reflected on landscape drawings as well. This must also be shown on Sheet LP-1.

Response: The sight distance analysis is depicted on C-3 – the depiction added to the landscape plans.

10. ~~Provide copy of FDOT Driveway Connection Permit. Provide copy of the pre-application approval.~~

Response: ~~FDOT has approved.~~

11. Provide sections and details of at-grade driveways and at-grade parking areas.

Response: The sections are depicted on Sheet C-1.

12. In compliance with Article 805 of the City Code of Ordinances, applicant shall provide a projection water demand, and sewage and **solid waste generation** in tabular format. Demonstrate that recreation and open space level of service standard is met.

Response: Information added on C-2.

13. ~~Traffic Impact Study: no further comments.~~

Response: ~~Acknowledged~~

14. ~~Provide drawing file (dwg or dgn) disk of the approved site plan in Florida State Plane Coordinate (NAD 83). This should be addressed as part of the final submittal.~~

Response: ~~Acknowledged.~~

Fire: Sean Brown, Battalion Chief / Raul Cosme / Plans Examiner / 04.10.17

Tier 1 COMMENTS:

Deficiencies were identified on your plan during our plan review process. Please provide the following:

2. Fire Department Access Information as follows

- a. All turning radii (demonstrated) – Please demonstrate all inside turning radii
 - Adjust turning radii to show min 38ft inside / 50ft outside

Response: Additional turning radii added on the final drawings & approved by Fire Marshal.

3. Water Supply Information as follows:

- a. All existing and proposed water main sizes – Additional water supply is required for the south and west sides of the property. Water mains must be min. 8" and must be looped.
- b. Additional fire hydrants are required for the south and west sides of the property spaced every 300' as the truck drives.
- d. Locations of all fire department connections (Siamese and Fire Hose Valves on standpipes) on the interior and exterior of the building or structure (for buildings or structures with fire sprinkler systems)

- e. Identify Points of Service.
- f. Show location of FDC for restaurant. Additional FDC required on the South side of the Hotel.

Response: See agreement approved by Fire Marshal.

Tier 2 COMMENTS:

- 5. Additional Water Supply Information as follows:
 - a. Locations of all Post Indicating Valves or **Underground Gate Valves, Double Detector Check Valves**, etc.

Response: Location added on Architectural plans and approved by Fire Marshal.

Flood Plain: Richard Benton

- ~~1. Phase 1 (addition to existing hotel) will require substantial improvement determination. In order to facilitate review and determination, please provide elevation certificate, in NAVD 88, which clearly indicates that structure is compliant with current floodplain management regulations. If structure does not meet current elevation requirements, please provide job cost and market value for the building where the improvement is to be made.~~

~~Response: The cost analysis has been provided by Seawood Builders, using the value from the tax rolls as the starting point.~~

End of Narrative



Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
10101 Hillwood Parkway
Fort Worth, TX 76177

Aeronautical Study No.
2017-ASO-8708-OE

Issued Date: 04/26/2017

Anderson Architecture
ERIC ANDERSON
Dania Hotel
2460 state road 84
dania beach, FL 33312

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Building WYNDHAM HOTEL
Location:	DANIA BEACH, FL
Latitude:	26-05-07.90N NAD 83
Longitude:	80-10-28.50W
Heights:	7 feet site elevation (SE) 73 feet above ground level (AGL) 80 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

- ☐ At least 10 days prior to start of construction (7460-2, Part 1)
☒ Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/lighting are accomplished on a voluntary basis, we recommend it be installed in accordance with FAA Advisory circular 70/7460-1 L Change 1.

The structure considered under this study lies in proximity to an airport and occupants may be subjected to noise from aircraft operating to and from the airport.

This determination expires on 10/26/2018 unless:

- the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
- extended, revised, or terminated by the issuing office.

- (c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates , heights, frequency(ies) and power . Any changes in coordinates , heights, and frequencies or use of greater power will void this determination. Any future construction or alteration , including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

If we can be of further assistance, please contact our office at (404) 305-6462. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2017-ASO-8708-OE.

Signature Control No: 329076932-329779073

(DNE)

Michael Blaich
Specialist

Attachment(s)

Map(s)

TOPO Map for ASN 2017-ASO-8708-OE





FILE COPY

AVIATION DEPARTMENT - Fort Lauderdale-Hollywood International Airport
2200 SW 45th Street, Suite 101 • Dania Beach, Florida 33312 • 954-359-6100

April 19, 2017

Marc LaFerrier, AICP
Planning Director
City of Dania Beach
100 West Dania Beach Blvd
Dania Beach, FL 33004

RE: Wyndham Hotel Dania Beach
2460 W State Rd. 84 Dania Beach FL
Broward County Aviation Department (BCAD) Conditional Approval Letter

Dear Mr. LaFerrier:

The Broward County Aviation Department (BCAD) has reviewed the proposed Wyndham Hotel Dania Beach Project located southwest of Fort Lauderdale-Hollywood International Airport (FLL). Since the proposed project is within 20,000 feet of FLL, its development and operation is subject to Federal Aviation Regulation (FAR) Part 77, Florida Statutes Chapter 333 and/or the Broward County Airport Zoning Ordinance. These standards seek to ensure that any proposed construction, use of high lift equipment, such as cranes, or other potential hazards will not negatively impact the safe and efficient use of the airport and surrounding airspace. Taking into consideration the proximity of this project to FLL, BCAD is providing the following comments regarding the proposed development:

- Based on the location of the proposed project, FAR Part 77, Subpart B and Section 5-182(n)(2) of the Broward County Land Development Code, require the applicant to obtain a "Determination of No Hazard to Air Navigation" from the Federal Aviation Administration (FAA). The receipt of a favorable determination is required for all critical building points and temporary construction cranes and must be received prior to any construction activity. If you have not already done so, please use the following web address to initiate the Federal Review (FAA 7460-1) process: <https://oeaaa.faa.gov/oeaaa/external/portal.jsp>

- Following the receipt of a favorable FAA determination, the applicant may also need to obtain "airspace obstruction permits" from the Florida Department of Transportation (FDOT). This documentation is necessary to determine if the project will adversely affect public health or safety. If required, these permits must be obtained prior to the commencement of any construction. The following web address can be used to acquire additional information pertaining to the FAA and FDOT airspace obstruction review and permitting process: <http://www.dot.state.fl.us/aviation/obstructions.shtml>

- No building, structure or vegetation on the site may exceed 80.10 feet NAVD as shown on the Civil Plan C-1 and Elevation Plans 210 and 211 (dated 04/06/17), unless submitted to BCAD for additional review.
- The proposed development must not generate light, glare, smoke or other emissions that could be disorienting to pilots operating in the vicinity of the airfield.

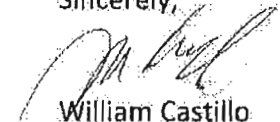
Adherence to these conditions is required for BCAD approval of the proposed Wyndham Hotel Dania Beach Project, and it is based on the Architectural Documents, dated April 6, 2017, prepared by Anderson Architecture, Inc. If the proposed plans are revised substantially from those submitted for this review, BCAD requests that the revised development plans be submitted for an additional review.

This letter also serves as notice of potential aircraft overflight and noise impacts on this property due to its proximity to FLL. This property is subject to the overflight and associated noise of arriving and departing aircraft during the course of normal airport operations. Individuals sensitive to such events should satisfy themselves before purchasing/developing this property that such exposure to aircraft overflights and the noise associated therewith will not adversely affect their enjoyment of the property.

This letter also serves as notice to prospective purchasers of parcels within the property that, pursuant to Broward County Ordinance 2006-37 and consistent with the Federal Aviation Administration's "Change in FAA's Noise Mitigation Policy," effective October 1, 1998, the County will only provide noise mitigation for existing "incompatible development" and not for new incompatible development. The determination of "compatible" and "incompatible development" will be based on the County's most current Federal Aviation Administration ("FAA") approved Noise Exposure Map and the Airport's most current noise compatibility program which has been reviewed and approved by the FAA for the Airport. The applicant should note that the project is not eligible for federal funding to mitigate aircraft noise.

Please do not hesitate to contact me if you have questions or require additional information at 954.359.2291

Sincerely,



William Castillo

BCAD Aviation Planning Manager

cc: Fabiola Branco (fablola@andersonarchitecture.com)

Michael P. Paoitto, P.G., Director Planning and Environmental

Fort Lauderdale Hospitality
2460 West SR 84, Dania Beach

Date

3/30/2017

Preliminary Pre-Development
Drainage Calculations

Prepared by Susan C Holland, P.E.
Lic. No. 41831

Elevations are referenced to NAVD 1988

General Information

Total Project Area =	0.81 Acres
Paved Area =	0.30 Acres
Building Area =	0.19 Acres
Lake Area =	0.00 Acres
Recreation Area =	0.00 Acres
Landscape Area =	0.32 Acres
Total Impervious Area =	0.49 Acres (60.5%)
Total Pervious Area (TPA) =	0.32 Acres (39.5%)

Existing Min. Floor Elevation =	5.50 '
Proposed Min. Crown of Road =	0.0 '
Existing Average Finished Grade =	4.5 '
Lake Control Stage =	0.0 '
Flood Criteria (Dade County only) =	0.0 '
October Water Table =	1.5 '
(Wet season water table)	
Credit (Dade County only) =	0.00 "
Discharge Off-site =	0.0 '



Storm Event Information

Finished Floor Elevation

100 year 3 day event =	17.12 "
100 Year 1 day event =	12.60 "

Perimeter Grade Elevation

25 year 1 day event =	10.80 "
25 year 3 day event =	14.68 "



FILE COPY

SCS Curve Number

Design Water Table Elevation = 1.5 '
Average Finished Grade = 4.5 '
Average Depth Water Table = 3.0 '

Compacted Water Storage - (CWS) = 4.95 "
(From Table at right)

Ground Storage Under Pervious Area
(CWS/12 in/ft) x (TMPA) = 0.13 AC-FT

Soil Storage (S) = 1.96 "

SCS Curve Number (CN) = 83.64

Cumulative Soil Moisture Storage
S.F.W.M.D Vol. IV,
pg C-III-3, figure C-III-1

DWT=Depth to Water Table
NAS=Natural Available Storage
DAS=Developed Available Storage

DWT	NAS	DAS
1.0 '	0.69 "	0.45 "
2.0 '	2.50 "	1.88 "
3.0 '	6.60 "	4.95 "
4.0 '	10.90 "	8.18 "

Stage / Storage

Area of Developed Site Grading = 0.62 Acres

<i>(from 4.3' - 6')</i>				
<i>Pavement/Landscape Area</i>				
<i>Stage</i>	<i>Lake</i>	<i>Linear Storage</i>	<i>Trench Storage</i>	<i>Total</i>
1.50 '	0.00 AC-FT	0.00 AC-FT	0.00 AC-FT	0.00 AC-FT
2.00 '	0.00 AC-FT	0.00 AC-FT	0.00 AC-FT	0.00 AC-FT
2.50 '	0.00 AC-FT	0.00 AC-FT	0.00 AC-FT	0.00 AC-FT
3.00 '	0.00 AC-FT	0.00 AC-FT	0.00 AC-FT	0.00 AC-FT
3.50 '	0.00 AC-FT	0.00 AC-FT	0.00 AC-FT	0.00 AC-FT
4.00 '	0.00 AC-FT	0.00 AC-FT	0.00 AC-FT	0.00 AC-FT
4.50 '	0.00 AC-FT	0.06 AC-FT	0.00 AC-FT	0.06 AC-FT
5.00 '	0.00 AC-FT	0.22 AC-FT	0.00 AC-FT	0.22 AC-FT
5.50 '	0.00 AC-FT	0.37 AC-FT	0.00 AC-FT	0.37 AC-FT
6.00 '	0.00 AC-FT	0.53 AC-FT	0.00 AC-FT	0.53 AC-FT
6.50 '	0.00 AC-FT	0.84 AC-FT	0.00 AC-FT	0.84 AC-FT
7.00 '	0.00 AC-FT	1.15 AC-FT	0.00 AC-FT	1.15 AC-FT

Fort Lauderdale Hospitality
2460 West SR 84, Dania Beach
Pre Development

Date 3/30/2017

Finished Floor Elevation

$$\begin{aligned} &100 \text{ Year - 1 Day Event} = 12.60 \text{ "} \\ &\quad \text{(from SFWMD Manual)} \\ &100 \text{ year - 3 day event} = 12.60 \text{ " } \times (1.359) = 17.12 \text{ "} \\ Q = &\frac{\left[\frac{17.12}{17.12} \frac{-0.20}{+0.80} \frac{(1.96)^2}{(1.96)} \right]^2}{17.12} = 14.98 \text{ "} \\ &14.98 \text{ " } - 0.00 \text{ " (Dade Co. Credit)} = \underline{14.98 \text{ "}} \end{aligned}$$

$$\text{Volume} = \frac{14.98 \text{ "}}{12 \text{ in/ft}} (0.81) = 1.01 \text{ AC-FT}$$

Corresponding stage = 6.75'

Perimeter Grade Elevation

$$\begin{aligned} &25 \text{ Year - 1 Day Event} = 10.80 \text{ "} \\ &\quad \text{(from SFWMD Manual)} \\ &25 \text{ - year - 3 day event} = 10.80 \text{ " } \times (1.359) = 14.68 \text{ "} \\ Q = &\frac{\left[\frac{14.68}{14.68} \frac{-0.20}{+0.80} \frac{(1.96)^2}{(1.96)} \right]^2}{14.68} = 12.57 \text{ "} \\ &12.57 \text{ " } - 0.00 \text{ " (Dade Co. Credit)} = 12.57 \text{ "} \\ \text{Volume} = &\frac{12.57 \text{ "}}{12 \text{ in/ft}} (0.81) = 0.85 \text{ AC-FT} \\ &\text{Corresponding stage} = 6.51' \end{aligned}$$

PARCEL I.D. NO. 1
THIS INSTRUMENT PREPARED BY
AND RETURN TO:
DENNIS STEWART, ESQUIRE
STEWART & ASSOCIATES
800 E. Cypress Creek Rd. #400
Ft. Lauderdale, FL 33334
File: 92-247
GRANTEE S.S. NO. FT. LAUDERDALE HOSPITALITY, INC.
GRANTEE S.S. NO. W/C 92-247

93013067

Stamps \$ 15.75 Doc 1
Documentary Intangible
RECEIVED in Broward County as required by
law. Deanne L. Fox
Deputy Clerk

SPECIAL WARRANTY DEED

THIS INDENTURE made this 14th day of December, 1992 by Resolution Trust Corporation, a corporation organized and existing under the laws of the United States, as Receiver for Gibraltar Savings, F.A., and having its principal place of business at 2775 Peachtree Dunwoody Rd., #400, Atlanta, Ga., 30342, hereinafter called Grantor, to Ft. Lauderdale Hospitality, Inc., whose post office address is: c/o Choice Hospitality, Inc., 4045 S. Orange Blossom Trail, Orlando, Florida, 32839, hereinafter called Grantees,

Grantor, in consideration of the sum of TEN AND 00/100 (\$10.00) Dollars paid by grantee, grants and conveys to grantee that real property located in Broward County Florida, viz:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

together with all the estate and rights of Grantor in such property.

Grantor covenants as follows:

1. That the premises are free from all encumbrances made by Grantor; and;
2. That Grantor will warrant and defend that property hereby conveyed against the lawful claims and demands of all persons claiming by, through, and under him, but against none other.

IN WITNESS THEREOF, Grantor has caused this instrument to be signed by its duly authorized representative on the day and year first above written.

Signed, sealed and delivered in our presence,

WITNESSES

Irene M. McDaniel
(Print Name) Irene M. McDaniel
Beggy Olson
(Print Name) Beggy Olson

Resolution Trust Corporation as
Receiver for Gibraltar Savings,
F.A. Patricia C. Ransom
By: Patricia C. Ransom
Its Authorized Agent and Attorney-in-Fact
(Corporate Seal)

STATE OF CALIFORNIA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this 14th day of December, 1992, before me, an officer duly qualified to take acknowledgements, in the State and County aforesaid, personally appeared Patricia C. Ransom Its Authorized Agent & Attorney-in-Fact for Resolution Trust Corporation as Receiver, for Gibraltar Savings, F.A. personally known to me to be the person described in, and who has produced as identification, and who executed the foregoing instrument and acknowledged before me that they executed the same and did take an oath.

Patricia H. Sims

NOTARY PUBLIC
(Print Name)

COMMISSION EXPIRES:

11-22-93/10/15/92

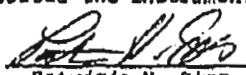
93 JAN 12 PM 4 10

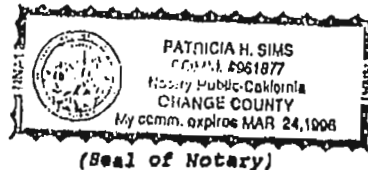
BK20268P60359

1300
1/15/9

State of California)
) SS.
County of Orange)

On December 15, 1992 before me, Patricia H. Sims, personally appeared Fredie C. Ransom, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Signature 
Patricia H. Sims



BK20268P60360

EXHIBIT "A"
LEGAL DESCRIPTION

That certain Parcel of land situate, lying and being in Broward County, Florida, more particularly described as follows: That part of the West half of the East half of the Southwest quarter of the Northeast quarter lying South of the right-of-way of State Road 84 in Section Twenty (20), Township (50) South, Range Forty-Two (42) East, less the South Thirty (30) feet thereof.

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
COUNTY ADMINISTRATOR

BK 20268 PG 0361

This instrument prepared by:
Jonathan Peservich, Real Property Agent II of
Broward County Real Property Section
and approved as to form by:
Broward County Attorney's Office
115 South Andrews Ave, Suite 423
Fort Lauderdale, FL 33301
954-357-7600

Parcel Folio Number: 5042-20-00-0130

QUIT CLAIM DEED

(Pursuant to Section 125.411, Florida Statutes)

THIS DEED, made on this 12th day of May, 2016, by
BROWARD COUNTY, a political subdivision of the State of Florida ("GRANTOR"),
whose address is Governmental Center, 115 South Andrews Avenue, Suite 423, Fort
Lauderdale, Florida 33301, and Ft. Lauderdale Hospitality, Inc., a Florida Profit
Corporation, ("GRANTEE"), whose mailing address is 2460 State Road 84, Fort
Lauderdale, Florida 33312,

WITNESSETH:

That GRANTOR, for and in consideration of the sum of One Hundred Fifty One
Thousand and 00/100 Dollars (\$151,000.00), to it in hand paid by GRANTEE, the
receipt of which is hereby acknowledged, has granted, bargained, and sold to
GRANTEE, its heirs, successors, and assigns, forever, all of GRANTOR's rights, title,
and interest, if any, in and to the following described lands, lying and being in Broward
County, Florida:

See attached Exhibit "A-1".

SUBJECT TO:

1. All existing public purpose utility and government easements and rights of way.
2. Resolution 2016-026, adopted by the Board of County Commissioners of Broward County, Florida, on 11/2/16 (date), approving the conveyance pursuant to Section 125.35(2), Florida Statutes, said Resolution recorded simultaneously herewith.
3. All other matters of record and taxes for the year 2015, and subsequent years.

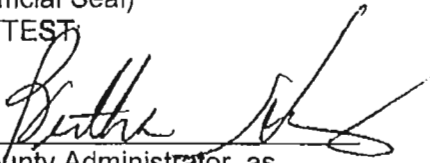


IN WITNESS WHEREOF, GRANTOR has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor or Vice-Mayor of said Board, the day and year aforesaid.

GRANTOR

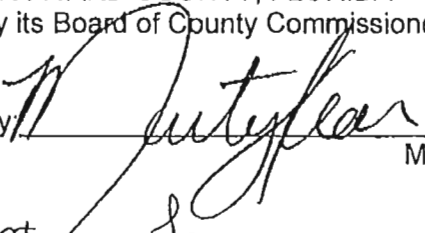
(Official Seal)

ATTEST


County Administrator, as
Ex-Officio Clerk of the Broward County
Board of County Commissioners

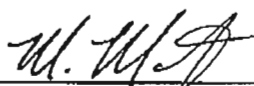


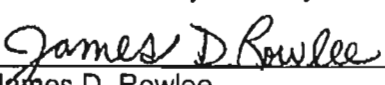
BROWARD COUNTY, FLORIDA
by its Board of County Commissioners

By: 
Mayor

12th day of January, 2016.

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:  11/19/15
Moneyede Martin (Date)
Assistant County Attorney

By:  11/19/15
James D. Rowlee (Date)
Sr. Assistant County Attorney

REF: Approved BCC 1/12/16
Return to BC Real Property Section

Item No: 36

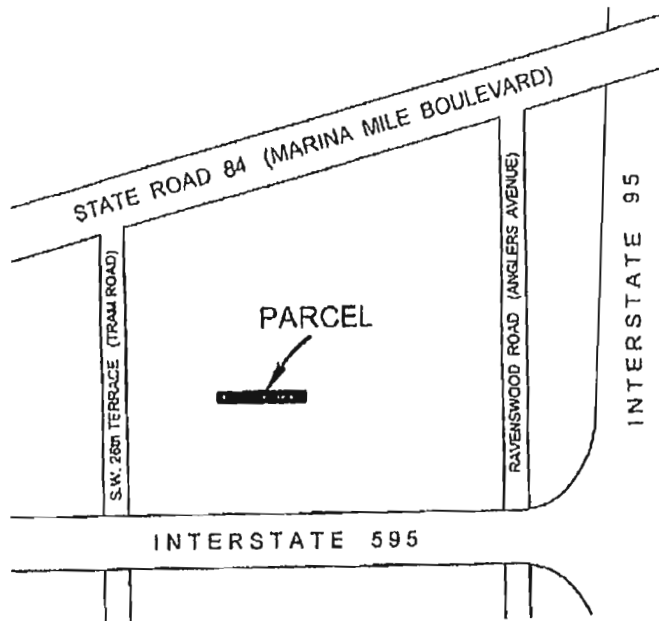
MMM/dnt
10/14/15
Ft. Lauderdale Hospitality, Inc.
15-089.77

Exhibit "A-1"

Sketch and Legal Description of Property

SHEET 1 OF 3

SECTION 20, TOWNSHIP 50 SOUTH, RANGE 42 EAST



LOCATION SKETCH
BROWARD COUNTY, FLORIDA
 NOT TO SCALE

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION CONSISTING OF SHEETS ONE THROUGH THREE IS TRUE, CORRECT AND COMPLETED ON 08-24-15 AND IS DONE TO THE BEST OF MY KNOWLEDGE AND BELIEF AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

Frank J. Gulliano
 FRANK J. GULLIANO
 PROFESSIONAL SURVEYOR & MAPPER NO. 5788

NOT VALID WITHOUT SIGNATURE AND THE ORIGINAL
 RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

NOTE:

- 1) BEARINGS ARE BASED ON THE SOUTH LINE OF PARCEL A, "04/05 PLAT" AS RECORDED IN PLAT BOOK 142, PAGE 12, BROWARD COUNTY RECORDS, LYING IN SECTION 20, TOWNSHIP 50 SOUTH, RANGE 42 EAST; HAVING A BEARING OF N 88°55'28" W.
- 2) UNDERGROUND UTILITIES AND IMPROVEMENTS WERE NOT LOCATED.
- 3) DIMENSIONS ARE CALCULATED UNLESS OTHERWISE NOTED.
- 4) REFERENCED INSTRUMENTS ARE RECORDED IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, UNLESS INDICATED OTHERWISE.

THIS IS NOT A SURVEY,

but only a graphic depiction of the description shown hereon or attached hereto. There are no monuments set in connection with the preparation of the information shown hereon. Broward County makes no representation or guarantees as to the information shown hereon pertaining to easements, rights-of-ways, setback lines, reservations agreements, etc., nor is it the intent of this instrument to reflect all such matters. Such information should be obtained and confirmed by others through appropriate title verification.

LEGEND:

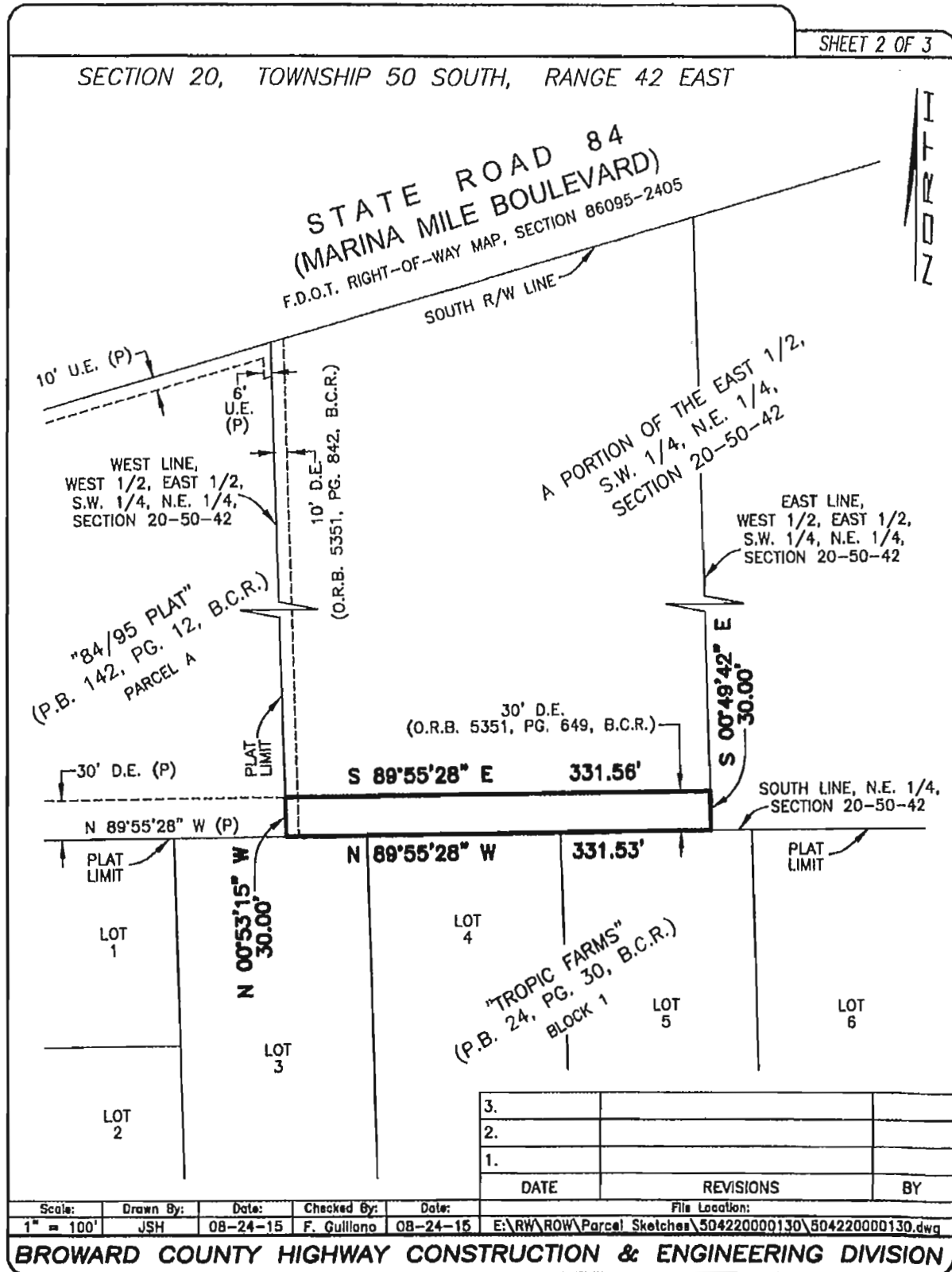
B.C.R. = BROWARD COUNTY RECORDS P.B. = PLAT BOOK
 D.E. = DRAINAGE EASEMENT PG. = PAGE
 O.R.B. = OFFICIAL RECORDS BOOK R/W = RIGHT-OF-WAY
 (P) = PLAT U.E. = UTILITY EASEMENT

2.		
1.		
DATE	REVISIONS	BY

Scale:	Drawn By:	Date:	Checked By:	Date:	File Location:
Not To Scale	JSH	08-24-15	F. Gulliano	08-24-15	E:\RW\ROW\Parcel Sketches\504220000130\504220000130.dwg

BROWARD COUNTY HIGHWAY CONSTRUCTION & ENGINEERING DIVISION

Exhibit "A-1"



SECTION 20, TOWNSHIP 50 SOUTH, RANGE 42 EAST

SHEET 3 OF 3

LEGAL DESCRIPTION:

THE SOUTH 30.0 FEET OF THE WEST HALF (W. $\frac{1}{2}$) OF THE EAST HALF (E. $\frac{1}{2}$) OF THE SOUTHWEST QUARTER (S.W. $\frac{1}{4}$) OF THE NORTHEAST QUARTER (N.E. $\frac{1}{4}$) OF SECTION 20, TOWNSHIP 50 SOUTH, RANGE 42 EAST.

SAID LAND SITUATE, LYING, AND BEING IN THE CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA, AND CONTAINS 9,946 SQUARE FEET, MORE OR LESS.

					3.		
					2.		
					DATE	REVISIONS	BY
Scale:	Drawn By:	Date:	Checked By:	Date:	File Location:		
Not To Scale	JSH	08-24-15	F. Gulliano	08-24-15	E:\RW\ROW\Parcel Sketches\804220000130\804220000130.dwg		

BROWARD COUNTY HIGHWAY CONSTRUCTION & ENGINEERING DIVISION

Legal Description

That certain Parcel of land situate, lying and being in Broward County, Florida, more particularly described as follows: That part of the West half of the East half of the Southwest quarter of the Northeast quarter lying South of the right-of-way of State Road 84 in Section Twenty (20), Township Fifty (50) South, Range Forty-Two (42) East.



04.06.17

Corrine Lajoie
City of Dania Beach

RE: DRC resubmittal
Wyndham – Dania Beach
SP-003-17; SE-004-17

Dear. Ms. Lajoie,

Attached hereto is the revised DRC plans (6 sets), based on the comments received in January. The only changes to the project are in reaction to the comments and minor adjustments for existing conditions that were not clear on the survey – these revisions are noted in the narrative that is included in this resubmittal. Complete sets are provided for ease of review, with revision marks in the Titleblock indicating the sheets that have been revised. The revisions have also been clouded.

The submittal also includes 3 variance requests – two checks totaling \$6,900. are included in the package, accompanied by 6 copies of *Standard Development Application*. The items requiring variances are noted in the *Narrative* as well.

There are several technical (non-plan related) items that require closure – we hope to have those put to bed in the next 7-10 days.

If, upon your initial review of this package, that you note any missing items, please let me know. Our client is anxious to move forward with this development and working with the City.

Sincerely,

A handwritten signature in purple ink, appearing to read "Eric Anderson", is written over a light blue rectangular background.

Eric Anderson, Principal

cc: Hanif Khimani, *Fort Lauderdale Hospitality*
Hope Calhoun, Esq.

FILE COPY



FILE COPY



TRANSMITTAL

DATE: 04.06.2017

COMM # 16-021

TO: City of Dania Beach

RE: Fort Lauderdale Hospitality Inc.

WE ARE SENDING YOU:

☒ **ATTACHED VIA** Deliver

☒ **PRINTS**

☐ **SPECIFICATIONS**

☐ **HARD COPY**

☒ **CD'S / DISKS**

☐ **SHOP DRAWINGS / SUBMITTALS**

COPIES	SETS	SIZE	DATE	REV.	DESCRIPTION
22	6				For DRC REVIEW
					Survey (Sheet 1 & 2)
					Architectural Drawings (CS, A100, A101, A102, A110, A111, A112, A121, A122, A201, A202, A210 & A211)
					Civil (C01, C02, C03 & C4)
					Landscape (TR-1, LP-1, LP-2 & LP-3)
1pck	6				Electrical (ES1.1)
1pck	6				Narrative
					Standard Development Application – Variances
App1	6				
1	1				Drainage Calculations
					CD

REMARKS:

COPIES:

SIGNED: Fabíola Reis

NARRATIVE

DATE: 04.06.17 COMM: 15-005

FROM: Eric Anderson REF: Wyndham - Dania Beach

TO: City of Dania Beach
Community Development Department **Process No:** SP-003-17; SE-004-17

CC:

Zoning: Anne-Christine Carrie / 01.26.17

1. Survey shows 30' Right of Way dedication along the South Property line. The Site Plan shows paved parking spaces and landscaping within this area. This R-O-W must be vacated prior to Site Plan approval. Per Article 655 of the LDC, a property must be replatted prior to a vacation, unless the City Commission waives the replat. Submit applicable application.

Response: *The survey has been updated to include the vacation and subsequent purchase of this parcel.*

2. Second floor of proposed lobby identifies a living unit. Clarify this use and include it to the site data calculation.

Response: The space on the 2nd floor of the Lobby Addition will be utilized as an office for the Owner, and will not be a unit for rent.

3. Buildings facing a public street should be architecturally emphasized through entrance treatment, fenestration, and building details. Revise street frontage accordingly.

Response: *The building exterior has been redesigned on the street-facing sides.*

4. Plans indicate a Phase I and a Phase III, but no Phase II. Revise plans or clarify.

Response: The Phase 2 portion of the project is the demolition of the existing Lobby/Restaurant, which needs to stay in operation until the new Lobby/Restaurant are complete....see phasing descriptions (Project Phasing) on Sheet TS.

5. Per Sec. 220-10 & Article 205, buildings in the C-3 district may not exceed 40' (for 3 stories).
Revise plans.

Response: A variance for building height is required for the new hotel.

FILE COPY



6. Per Sec. 725-30, an impervious area is any area of land that has been modified to reduce its natural ability to absorb and hold rainfall. Any placement of any nonorganic material which prohibits penetration by liquids or other soluble materials results in the creation of an impervious area. Sheet 101 excludes the existing pool in the impervious calculation. Revise Site Tabulation to include the pool in the impervious calculation.

Response: *The area tabulations (Sheet A-100) have been revised to include the pool in the impervious calculations.*

7. Per Sec. 215-130, maximum impervious area allowed in commercial zoning districts is 75%. Sheet 101 proposes over 83% with the pool. Please revise plans and/or address the development alternatives identified in Sec. 215-130 (C) through (E).

Response: *A variance request from compliance with this section of the code has been submitted.*

8. PLATTING: Provide letter from Broward County identifying whether this property needs to be platted or replatted.

Response: *The platting process has been started – formal submittal will be made for the May submission.*

9. TRAFFIC STUDY: The applicant is to obtain a statement from the City Engineer stating that the submitted traffic study is complete and accepted prior to public hearing.

Response: *This request has been made and will be added to the package upon receipt.*

10. WATER: Identify projected water demand for the project.

Response: *The water demand for the project is shown on Sheet C-2.*

11. IMPACT FEES: Impact fees that will be required for the project are included at the end of this document.

Response: *Acknowledged.*

12. SIGNS: Provide copy of all signs for compliance review.

Response: *The signage package will be submitted separately.*

13. The proximity to the airport will require FAA/BCAD review and approval. Contact William Castillo, Airport Planner with Broward County Aviation Department, located at 2200 SW 45 Street, Suite 101, Dania Beach, FL 33315, (954) 359-6100.

Response: *Plans will be submitted to the FAA this week.*

14. In the Building Areas Table on Sheet 101, please separate the square footage of the hotel's accessory uses by a) use type and b) by building. Indicate floor area on the floor plans.

Response: *The parking calculations have been modified (Sheet A-101) to reflect the accessory uses, with the stipulation that the accessory uses for both hotels are guest-only. The public and back-of-house areas are provided on Sheet A111 for the existing hotel and A121 for the new hotel.*

15. PARKING: Provide minimum bicycle parking requirements identified in Section 265-51.

Response: *Due to the nature and location of the facility, the bike parking to be provided is limited to two racks near the rear of the restaurant, with a capacity of 6, depicted on Sheet A-111.*

16. Per Sec. 265-50 (#3), the gross floor area of all accessory uses to the hotel (office, business center, market, fitness center etc.) are to be included in the parking calculation. Provide missing measurements and revise the calculation for the required parking.

Response: *The parking calculations have been modified to reflect the accessory uses, with the knowledge that the accessory uses are guest-only.*

17. Per Sec. 265-50 (#3), indicate the total number of existing and provided parking spaces- for trucks and standard vehicles.

Response: *The number of existing are depicted on Sheet A-100....265 spaces including parking 41 trucks. The new parking spaces (Sheet A-101) total 331 spaces, including 22 spaces for truck parking. There is a net gain of 66 spaces (a gain of 85 automobile spaces and a loss of 19 truck spaces).*

18. Per Sheet 101, the provided parking count is less than what is required for the proposed uses in accordance with Sec. 265-50 (#3). This code provision must be addressed through redesign or submittal of an application for a variance. A variance request requires submittal of an application, an application fee of \$2,300 for each requested variance, and a written justification statement addressing the variance criteria identified in Sec. 625-40 of the City's LDC. This must be addressed with the next submittal.

Response: *A variance request has been submitted for the shortage of parking spaces.*

19. Provide site plan and first floor plan for the existing buildings.

Response: *An Existing Site Plan (Sheet A-100) and First Floor Plan of the existing hotel (Sheet A-110) are included in the submittal.*

20. USE: Hotel use is permitted as a special exception. Application received.

Response: *Acknowledged.*

21. For any building 5-stories or greater, provide a shadow study identifying how adjacent properties will be affected.

Response: *A Shadow Study has been added to Sheet A-102 - the anticipated shadows are depicted on the Site Plan, and will not impact the adjacent buildings.*

22. SIDEWALKS: See City Engineer for sidewalk improvement requirements.

Response: *The sidewalk along SR 84 is existing – it will be modified to accommodate the revised driveway connections, accommodating the existing FDOT signage and installations*

23. LOADING: Per Sec. 270-20, 1 loading space is required for the proposed improvements. Revise plans to show required and provided loading space, as well as the location and dimensions of such.

Response: *The truck parking to the rear of the property will serve as the loading area for all three (two hotels and a restaurant) entities.*

24. Dumpsters: Per Sec. 290-70 (G), indicate dumpster enclosure setbacks from property lines and street on plans.

Response: *Dimensional setbacks have been added to the Site Plan (Sheet A-102). Water and drainage will be provided to one of the south dumpsters that services the restaurant.*

25. Must provide latest revised set of plans on disk in addition to the printed plans prior to going to public hearing.

Response: *Acknowledged.*

SPECIAL EXCEPTION:

26. Per Sec. 630-30, provide the existing use, zoning, and land use designations of lands within seven hundred (700) feet of the subject property.

Response: *The surrounding zoning & generic uses have been added to Sheet TS.*

27. Per Sec. 630-50 (4), revise justification paragraph to address the following.

- a. Per staff visit of the site, the current landscaping is in poor condition. Indicate how this will be remedied and prevented with the proposed improvements.
- b. Current landscaping does not screen the current and potential uses adjacent to the property. Indicate how this will be remedied and prevented from reoccurrence with the proposed improvements.

Response: *Per the Landscape Plan, much of the vegetation for the site will be new, keeping only the trees that are healthy.*

28. Per Sec. 265-50 (#3), the existing number of parking spaces is lower than required by the current LDC. The additional uses and structures will increase the number of parking spaces required on the site. As such, the requirements of Sec. 630-50 (5) are not satisfied. Revise plans and justification statement.

Response: *A variance request for the number of parking spaces is being submitted.*

29. Please e-mail resolution and legal description for development approval in word format to acarrie@daniabeachfl.gov 4 weeks prior to public hearing date.

Response: *Acknowledged.*

Landscape: **Daniel Parobok / 01.19.17**

1. The diameter of trees listed in the table on sheet TR-1 are listed under the column "CAL IN." Provide all tree diameters as DBH

Response: *The diameters have been revised to DBH.*

2. Several specimen sized trees and palms are proposed for removal. Per Sec 825-80, provide evidence that impacts to these trees have been minimized, provided detailed information on why each specimen tree is not a candidate for relocation (an arborist report is recommended to provided required tree evaluation).

Response: *A Speciman Tree Chart has been added to Sheet TR-1. An arborist (James Legette) has been added to the Team and is working with city staff and the Landscape Architect on an agreed-upon assessment for the specimen trees slated for removal. A resolution will be reached prior to the DRC meeting.*

3. Several specimen sized tree and palms are proposed for removal. Per Sec. 825-140, specimen tree values are determined by The Guide for Plant Appraisal published by the International Society of Arboriculture. Listed specimen tree values appear to be incorrect. Provide valuation calculations for each specimen tree proposed for removal.

Response: *See response to Item #2.*

4. No mitigation for canopy removed is provided. Provide a mitigation table listing what trees are being installed as mitigation for the canopy being removed. Refer to Sec. 825-100 for mitigation and tree size requirements.

Response: *See Tree Mitigation Chart on Sheet TR-1 and Tree Mitigation Plant List on Sheet LP-1.*

5. Per Sec. 275-100, a minimum of 20% of VUA must be devoted to landscaping. Current proposed VUA landscaping does not meet this requirement. Provide a minimum of 20% of VUA landscaping.

Response: *The existing site is non-compliant with the 20% VUA landscaping requirement – the redevelopment of the overall site will still be in non-compliance, such that a variance request has been submitted.*

6. Note that Veitchia and Alexander palms do not count towards landscape requirements. The palms may still be planted on site if desired. Change all Montgomery and Alexander palms to be counted towards landscape requirements to a different palm or hardwood tree species. Please feel free to contact Michael McCoy or Daniel Parobok for additional species suggestions at (305) 235-5098, MMcCoy@metriceng.com.

Response: The Veitchia and Alexander Palms have been removed from the landscape calculations.

7. Per Sec. 275-100 intermediate landscape peninsulas are required to have a minimum of two Category 2 trees or one Category 1 tree. Proposed Tabebuia trees are only 12-feet in height and are not the minimum 14-feet in height of a Category 1 tree. Increase the size of Tabebuia trees to 14-feet in height or provide two Category 2 trees.

Response: The Tabebuias have been revised to 14' OA height.

8. The terminal peninsula adjacent to the north of the dumpster area does not meet Sec. 275-100 requirements. Provide correct sized terminal peninsula with two Category 2 trees.

Response: The width of the peninsula adjacent to the north side of the south dumpster has an average width of 12' – the enclosure is angled to facilitate truck access, which is governed by configuration of the existing driveways. In conjunction with the resolution of #2 (mitigation), a resolution of this issue will be reached prior to the DRC meeting.

9. Replace live oaks with another species. There is an overabundance of certain trees within in the City of Dania Beach. These species have higher maintenance requirements, poor performance during storm events, and are prone to pest issues. In order to diversify the City's canopy, alternative tree species are recommended for installation. Common acceptable substitutions for these tree species include: wild tamarind (*Lysiloma latisiliquum*), paradise tree (*Simarouba glauca*), red maple (*Acer rubrum*), bald cypress (*Taxodium distichum*), blolly (*Guapira discolor*), lancewood (*Nectandra coriacea*), and sycamore (*Plantanus occidentalis*). These trees have been observed to be well adapted to the urban forest environment.

Response: The number of Live Oaks have been reduced from 41 to 9, substituting Red Maples and Lysilomas as the other large canopy trees...See Sheet LP-1.

Additional Staff comments received via email:

- Trees to be relocated are all smaller species palm trees and are suitable for relocation.

Response: The referenced trees are alexanders, spindle palms and adonidias and one areca palm. They will be relocated out of the way of construction. Tree relocation notes have been added to the plan. A tree protection detail has been added to the plan - See Sheet TR-1.

- There are no specimen trees to remain.

Response: All of the specimen trees are listed in the Specimen Tree Chart and they are all to be removed.

- Provide details and measures for tree relocation.

Response: A note has been added to the plan that states that root barriers along the edge of the interior roadways and sidewalks that are within 10' of a proposed or existing tree is required. See Sheet LP-1.

- Update the mitigation calculation to 1.5.

Response: The Tree Mitigation Chart has been updated to show the required mitigation of 1.5 times the canopy removed. See Sheets TR-1 and LP-1.

Public Services: Holland Engineering / 01.18.17

1. This is to acknowledge receipt of post-development calculation however we need to see the pre-development calculations. Provide geotechnical report including percolation test to support k-value in the calculations.

Response: Pre-developments calculations are being provided. The K-value is substantiated by the Soils Report (GFA, dated 6/1/16). The full report will be submitted at time of permitting.

2. Show current FEMA base flood elevation (BFE). Finished floor elevation (FFE) shall be one (1) foot above BFE. Elevation in NAVD.

Response: The FEMA base flood elevation is shown on plan sheet C-1 and the FFE of the new buildings are being set at one foot above BFE.

3. Confirm that perimeter grading meets the 25-year storm event.

Response: The post development 25 year 3-day stage is below the pre-development stage.

4. Show all utility and drainage easements on site plan, if any.

Response: All known easements are shown on the plan.

5. The traffic study shows right-in only on the east driveway. Please revised drawings to coordinate with traffic study.

Response: The Site Plan has been revised to reflect the east driveway being a right-in only.

6. Show geometric dimensions on civil site plans.

Response: Dimensions are shown on plan Sheet C-3. Additional dimensions will be provided on the construction documents submitted for permit.

7. Show anticipated vehicles per day for each driveway connection based on traffic projection.

Response: The traffic projections are included in the Traffic Study.

8. Per Dania Code of Ordinances (Article 415 – Sidewalks and Swales), Owner is responsible for sidewalks and swale improvements within the road right of way. Provide a minimum 5 foot sidewalk along SR 84.

Response: The sidewalk along SR 84 is existing, but will require modification to accommodate the new driveway configurations & locations.

9. Show sight distance analysis using FDOT Index No. 546 at all points of egress. Must be reflected on landscape drawings as well.

Response: Sight distances using FDOT Index 546 are shown on Sheet C-3.

10. Provide copy of FDOT Driveway Connection Permit.

Response: The site has a pre-application approval from FDOT. The FDOT driveway connection permit will be obtained prior to permit submittal.

11. Provide sections and details of at-grade driveways and at-grade parking areas.

Response: Sections and details are shown on Sheet C-1.

12. In compliance with Article 805 of the City Code of Ordinances, applicant shall provide a projection water demand, and sewage and solid waste generation in tabular format. Demonstrate that recreation and open space level of service standard is met.

Response: The water and sewer demand is shown on plan sheet C-2. The solid-waste generation will be added to the package upon completion.

13. Traffic Impact Study: no further comments.

Response: The Traffic Study has been submitted

14. Provide drawing file (dwg or dgn) disk of the approved site plan in Florida State Plane Coordinate (NAD 83). This should be addressed as part of the final submittal.

Response: Acknowledged.

Fire: Sean Brown, Battalion Chief / 01.20.17

Tier 1 Comments

1. Please provide the site plan in 1/20 or 1/30 Engineer's Scale.

Response: The plan scale has been revised to 1/30.

2. Fire Department Access Information as follows:

- a. All turning radii (demonstrated) – Please demonstrate all inside turning radii.

Response: Turning radii are shown on Sheet A-101.

3. Water Supply Information as follows:

- a. All existing and proposed water main sizes – Additional water supply is required for the south and west sides of the property. Water mains must be min. 8" and must be looped.
- b. Additional fire hydrants are required for the south and west sides of the property spaced every 300' as the truck drives.
- c. Dimensions of the three nearest adjacent hydrants to the project site.
- d. Locations of all fire department connections (Siamese and Fire Hose Valves on standpipes) on the interior and exterior of the building or structure (for buildings or structures with fire sprinkler systems).

Responses: The existing and proposed water main sizes are shown on plan sheet C-2.

The existing and new fire hydrants are shown on plan sheet C-2, including looping the existing fire line (feeding the existing standpipes throughout the exiting hotel) along the south side of the existing hotel.

The dimensions of the nearest fire hydrants are shown on sheet C-2.

Tier 2 Comments

4. Additional Fire Department Access Information as follows:

- a. Fire Lane locations and striping detail (demonstrated) – Additional required – see Fire Marshal for direction.
- b. "NO PARKING" sign locations and sign details demonstrated – Additional required – see Fire Marshal for direction.
- c. Fire Department Access Routes During Construction.

Response: Fire lane locations, signage and striping are shown on Sheet C-3. The details are shown on Sheet C-4. As the existing hotel will remain open during construction, Fire Department Access will be maintained throughout construction, with adjustment made to accommodate the phasing of the construction.

5. Additional Water Supply Information as follows:

- a. Locations of all Post Indicating Valves or Underground Gate Valves, Double Detector Check Valves, etc.

Response: The valves and DDCV locations for the new buildings are shown on Sheet C-2.

6. A detail sheet accompanying the Civil Plans with the following details:
 - a. Fire Hydrant Detail.
 - b. Bollard / Impact Protection Detail for Hydrants, FDC's & DDCV's
 - c. Roadway Pavement Marker (RPM) Detail for Fire Hydrant Locations (Blue Reflective Markers).
 - d. Underground Gate Valve Detail (where applicable)
 - e. Backflow Preventor / Double Detector Check Valve (DDCV) Detail (where applicable) that identifies the DDCV as being listed for Fire Use.
 - f. Signage Detail for the Fire Department Connections (where applicable).

Response: Sheet C-4 shows all of the required details.

7. Address Detail.

Response: See Item 6.

8. An egress plan demonstrating and dimensioning all travel distances to all exits within the buildings and/or structures for both new and proposed.

Response: Floor plans are included for the new hotel and Lobby/restaurant, as well as a First Floor of the existing hotel. Documentation of the exit paths will be provided with the permit documents.

9. Minimum Radio Signal Strength for Fire Department Communications – See details on the next page.

Response: A commitment to compliance is noted on Sheet A-101.

Floodplain Richard Benton

1. This project is subject to the flood provisions of Ch. 12 of the Dania Beach Code of Ordinances and the Florida Building Code.

Response: Acknowledged.

2. Finish floor elevation should be indicated for the Phase III (6 story hotel) new construction at or above Design Floor Elevation (Base Flood Elevation + 1 foot) or 7.0 NAVD 88, or be dry flood proofed to at least DFE. Mechanical, plumbing and electrical systems shall be at or above DFE.

Response: The FFE for the new hotel and restaurant is at 7.0' NAVD 88. The addition to the existing hotel will match the existing elevation.

3. Phase 1 (addition to existing hotel) will require substantial improvement determination. In order to facilitate review and determination, please provide elevation certificate, in NAVD 88, which clearly indicates that structure is compliant with current floodplain management regulations. If structure does not meet current elevation requirements, please provide job cost and market value for the building where the improvement is to be made.

Response: The value of the addition is well below the 50% threshold that requires full compliance. Full calculations will be provided in advance of the DRC meeting.

End of Narrative



Holland Engineering, Inc.

3900 Hollywood Blvd., Suite 303
Hollywood, FL 33021

December 17, 2016

FIRE FLOW CALCULATIONS
A Six Story Hotel and a One Story Restaurant
2460 West SR 84, Dania Beach

These calculations are for a six story hotel and a one story restaurant. Both buildings are non combustible construction.

Hotel - Fire Flow Area = 28,092 SF

Based on Type II (222) construction. Per NFPA 18.4.4.1.1 Fire Flow Requirements, the fire flow area is based on the three largest successive floors. The floors with the largest square footage are floors 2 through 6. Each of these floors are 9,364 square feet for a total of 28,092 square feet for the three successive floors.

Per Table 18.4.5.1.2, the fire flow requirement is 1,750 gpm for 2 hours.

NFPA 18.4.5.2.1 states that the required fire flow can be reduced by 75% if the building has automatic sprinklers.

$1,750 \text{ gpm} \times 75\% = 1,312.50 \text{ gpm}$ (fire flow credit)

$1,750 \text{ gpm} - 1,312.50 \text{ gpm} = 437.50 \text{ gpm}$

The minimum fire flow per NFPA 18.4.5.1.2 is 1,000 gpm

Fire flow required = 1,000 gpm

Restaurant - Fire Flow Area = 4,743 SF

Based on Type II (222) construction. Per Table 18.4.5.1.2, the fire flow requirement is 1,750 gpm for 2 hours.

NFPA 18.4.5.2.1 states that the required fire flow can be reduced by 75% if the building has automatic sprinklers.

$1,750 \text{ gpm} \times 75\% = 1,312.50 \text{ gpm}$ (fire flow credit)

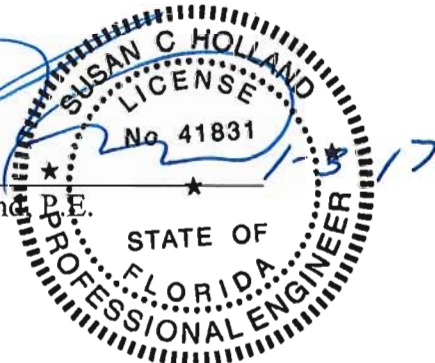
$1,750 \text{ gpm} - 1,312.50 \text{ gpm} = 437.50 \text{ gpm}$

The minimum fire flow per NFPA 18.4.5.1.2 is 1,000 gpm

Fire flow required = 1,000 gpm

Prepared by:

Susan C. Holland, P.E.
Lic. No. 41831



FILED



**BROWARD SHERIFF'S OFFICE
DEPARTMENT OF FIRE RESCUE AND EMERGENCY SERVICES
FIRE MARSHAL'S BUREAU
DANIA BEACH DISTRICT
103 West Dania Beach Boulevard
Dania Beach FL 33004
Phone: (954) 342-4262
Fax: (954) 342-4265**



APPLICATION FOR APPROVAL OF THE FIRE PROTECTION WATER SUPPLY DESIGN

Date of Application: 12-17-16
Application #: _____
Name of Project/Development: Red Carpet Inn
Address of Project/Development: 2460 West State Road 84, Dania Beach
Owner/Agent: _____
Design Professional of Record: Susan C. Holland
Water Purveyor: Broward County
Water Purveyor Address: 2555 West Copans Road, Pompano Beach

In order for the Broward Sheriff's Office, Department of Fire Rescue, Fire Marshal's Bureau to provide an approval letter for the adequacy of the fire protection water supply design for the above referenced project, the following information must be provided:

Affirmation of Compliance with Fire Protection Water Supply Design Requirements:

1. The Type of Construction" is II (222) in accordance with NFPA 220.
2. The total fire protection water supply needed for manual firefighting (fire flow) and fire sprinkler/standpipe operations is 1,000 gallons per minute. (In compliance with water supply requirements for manual firefighting operations in accordance NFPA 1 (2012 Ed.), Chapter 18, Section 18.4 and the Broward County Land Development Code; and the water supply necessary for fire sprinkler and standpipe operations in accordance with the currently adopted editions of NFPA 13 and NFPA 14).
3. **Statement of verification from the design professional of record, on official company letterhead, that the proposed water main sizing, fire hydrant spacing, and fire hydrant locations, are in compliance with the Broward County Land Use Code and the Florida Fire Prevention Code. (Attach signed and sealed document).**

This will affirm that the above stated information and attached statement of verification for this project/development is accurate and can be relied on for the requested approval letter to the applicable water purveyor.

Signature - Owner/Agent/Occupant:

Date

Signature - Design Professional of Record

Date



Holland Engineering, Inc.
3900 Hollywood Blvd., Suite 303
Hollywood, FL 33021

December 17, 2016

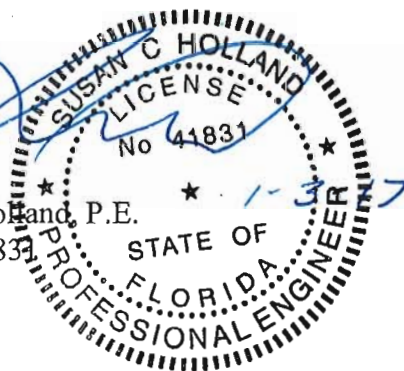
RE: Red Carpet Inn
2460 West State Road 84, Dania Beach

The proposed water main sizing, fire hydrant spacing, and fire hydrant locations, for the Red Carpet Inn, are in compliance with the Broward County Land Use Code and the Florida Fire Prevention Code.

Please let me know if additional information is required.

Sincerely,


Susan C. Holland, P.E.
Lic. No. 41831





Public Works Department
WATER AND WASTEWATER SERVICES
2555 West Copans Road, Pompano Beach, Florida 954-831-0704 FAX 954-831-0708



HYDRANT FLOW AND PRESSURE TEST RESULTS

DATE: 9-6-2016

WORK ORDER: 748303

CUSTOMER NAME: Holland Engineering INC.

ADDRESS: 3900 Hollywood Blvd, Suite 303, Hollywood, FL 33021

PHONE # 954-367-0371

FAX# 954-367-0372

LOCATION: 2460 State Road 84, Dania Beach FL

HYDRANT #1: PHR30303601

LOGGER SN# 341205

HYDRANT #2: PHR30301401

LOGGER SN# 341202

HYDRANT #3: PHR30301601

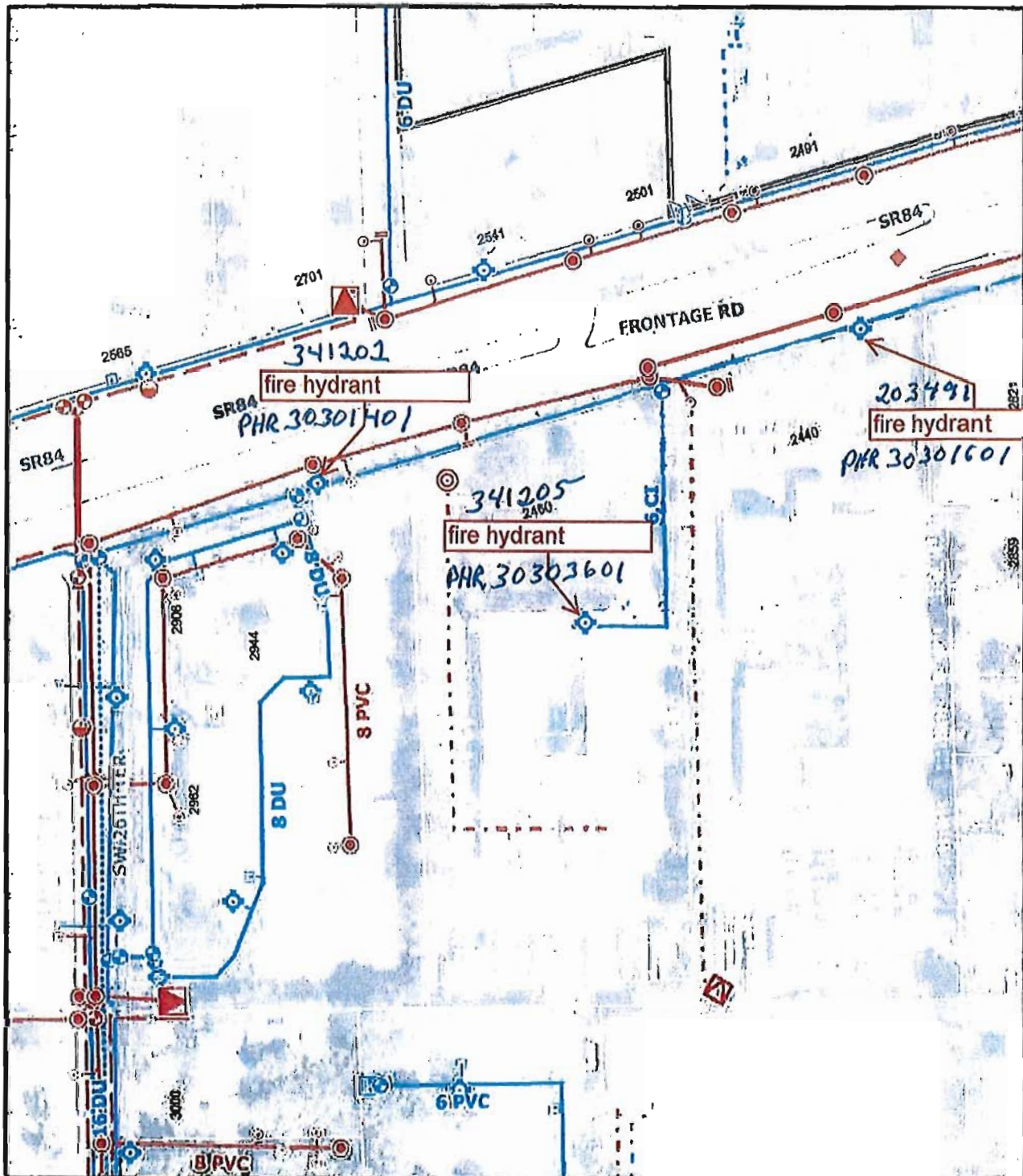
LOGGER SN# 203491

HYDRANT # 1	DATE	TIME	PRESSURE
STATIC	9-6-2016	9:54:50 AM	76.18 PSI
RESIDUAL	9-6-2016	10:07:55 AM	51.02 PSI

HYDRANT # 2	DATE	TIME	
FLOW Single	9-6-2016	10:01:50 AM	1,128.4 GPM
PRESSURE	9-6-2016	10:01:50 AM	64.69 PSI

HYDRANT # 2	DATE	TIME	
FLOW Dual	9-6-2016	10:07:55 AM	1,032.3 GPM
PRESSURE	9-6-2016	10:07:55 AM	51.02 PSI

HYDRANT # 3	DATE	TIME	
FLOW Dual	9-6-2016	10:07:55 AM	1,025.0 GPM
PRESSURE	9-6-2016	10:07:55 AM	51.02 PSI



BROWARD COUNTY UTILITIES
2460 ST RD 84, DANIA

Approx. Scale: 1 Inch = 200 feet

Data Date: 06-21-2016 at 15:12:54
 BCWWS Facilities GIS information comes from a combination of field observations, record drawings and inherited maps from private utilities. Most of the locational data came from 1/1" = 150 FT scale paper maps. Mission critical data should be field verified. Broward County assumes no liability for damages arising from errors or omissions.

W/O 748303



[One Inch At Original Size]

827036:837852

SUSAN HOLLAND
15-07

Flow calculated with a discharge coefficient of .90

EQUIPMENT USED:

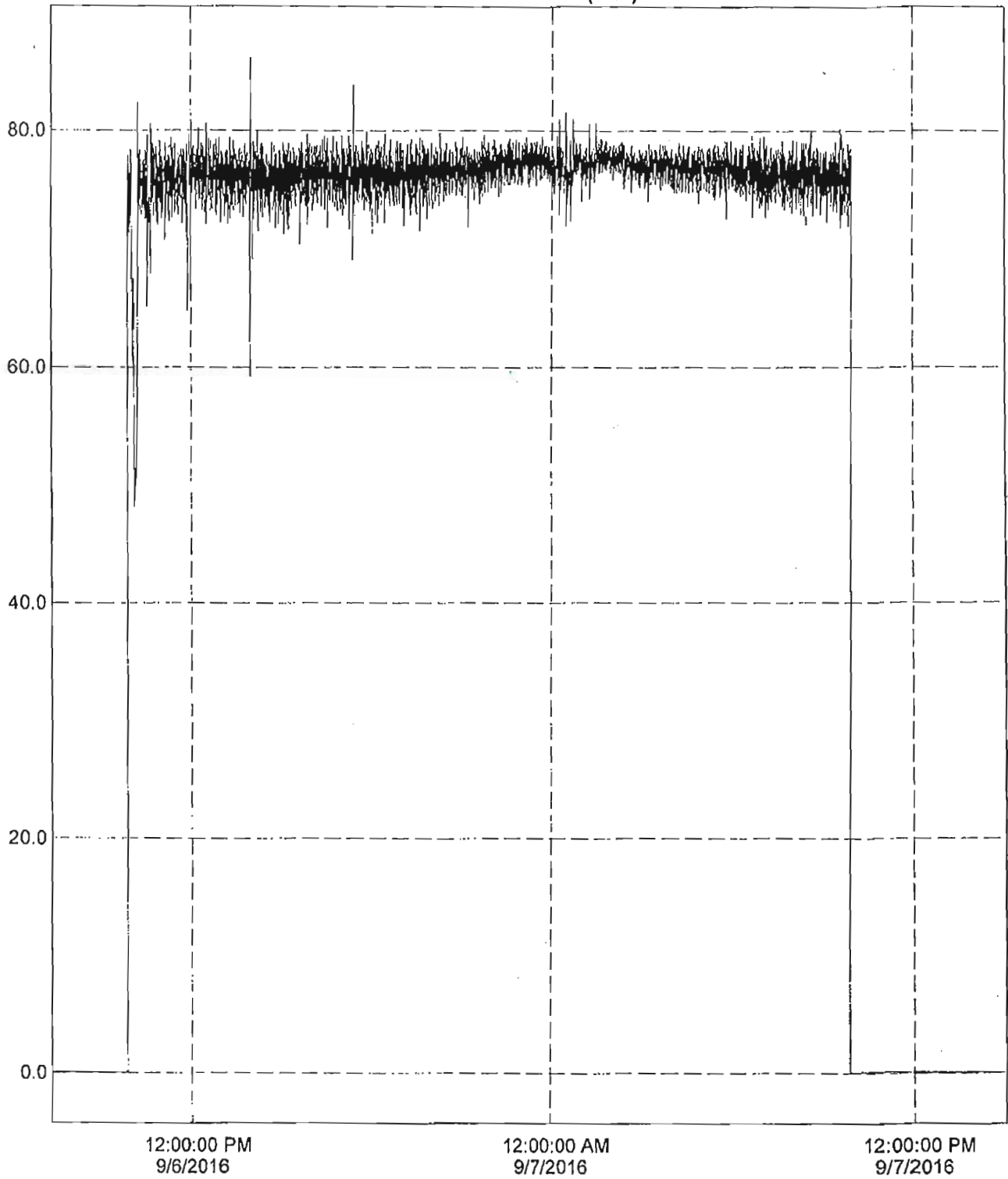
TELOGER model HPR-31 SN# 341205

TELOGER model HPR-31 SN# 203491

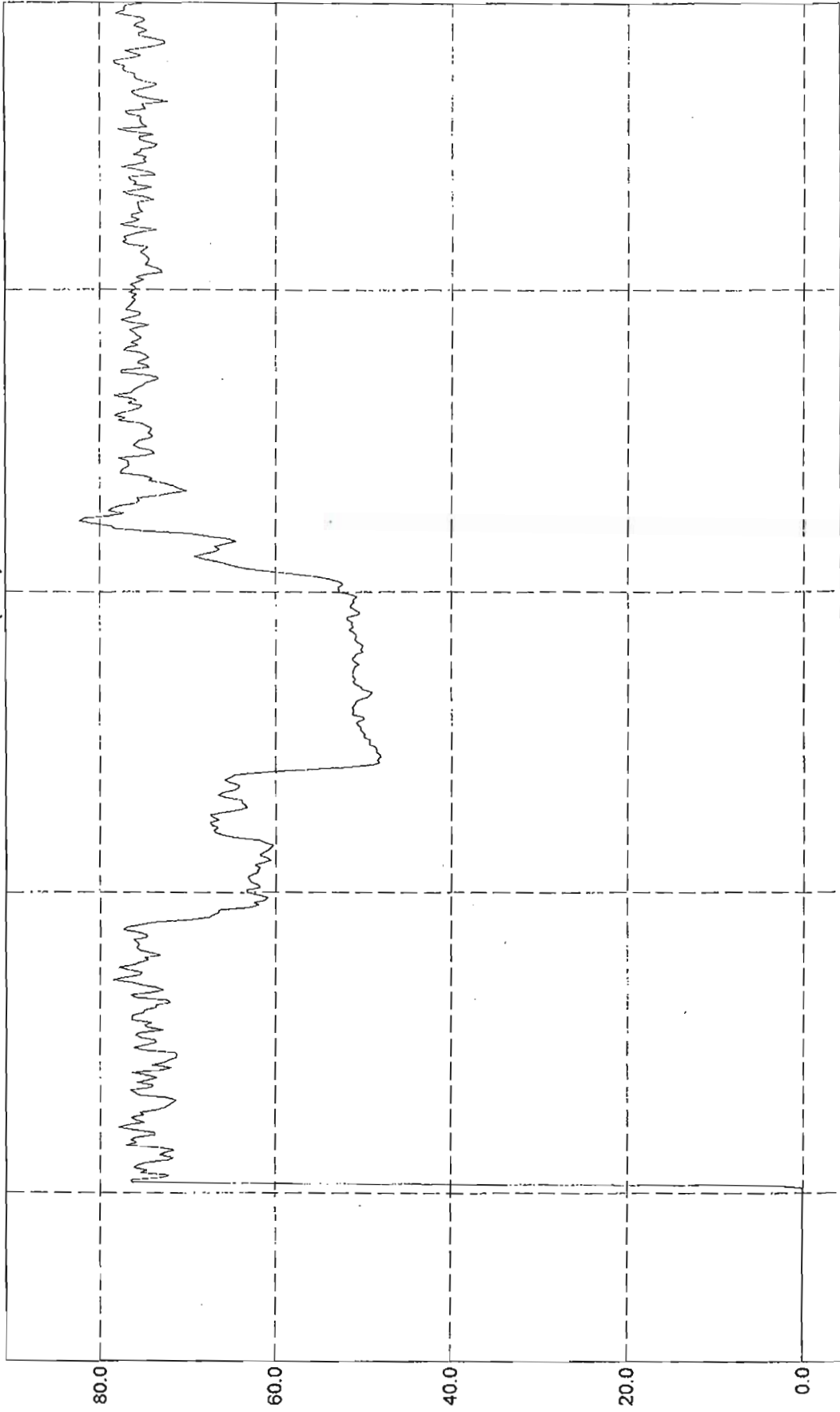
TELOGER model HPR-31 SN# 341200

POLLARD DIFFUSER 2.5 in

341205 Chnl 01 (PSI)



341205 Chnl 01 (PSI)



Channel Plot 1:

	Time	341205 Chnl 01 Avg
1796	9/6/2016 9:53:20 AM	76.0171
1797	9/6/2016 9:53:25 AM	76.55067
1798	9/6/2016 9:53:30 AM	74.27595
1799	9/6/2016 9:53:35 AM	73.93895
1800	9/6/2016 9:53:40 AM	75.79243
1801	9/6/2016 9:53:45 AM	74.61295
1802	9/6/2016 9:53:50 AM	73.54579
1803	9/6/2016 9:53:55 AM	74.61295
1804	9/6/2016 9:54:00 AM	76.38217
1805	9/6/2016 9:54:05 AM	73.12454
1806	9/6/2016 9:54:10 AM	71.88889
1807	9/6/2016 9:54:15 AM	74.1917
1808	9/6/2016 9:54:20 AM	72.81563
1809	9/6/2016 9:54:25 AM	72.1978
1810	9/6/2016 9:54:30 AM	71.38339
1811	9/6/2016 9:54:35 AM	71.32723
1812	9/6/2016 9:54:40 AM	71.43956
1813	9/6/2016 9:54:45 AM	74.92186
1814	9/6/2016 9:54:50 AM	76.18559
1815	9/6/2016 9:54:55 AM	75.0061
1816	9/6/2016 9:55:00 AM	73.6862
1817	9/6/2016 9:55:05 AM	73.71429
1818	9/6/2016 9:55:10 AM	75.3431
1819	9/6/2016 9:55:15 AM	75.96093
1820	9/6/2016 9:55:20 AM	75.45544
1821	9/6/2016 9:55:25 AM	72.81563
1822	9/6/2016 9:55:30 AM	74.55678
1823	9/6/2016 9:55:35 AM	74.97802
1824	9/6/2016 9:55:40 AM	74.10745
1825	9/6/2016 9:55:45 AM	76.32601
1826	9/6/2016 9:55:50 AM	76.41026
1827	9/6/2016 9:55:55 AM	76.18559
1828	9/6/2016 9:56:00 AM	75.03419
1829	9/6/2016 9:56:05 AM	74.94994
1830	9/6/2016 9:56:10 AM	73.71429
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1832	9/6/2016 9:56:20 AM	72.05739

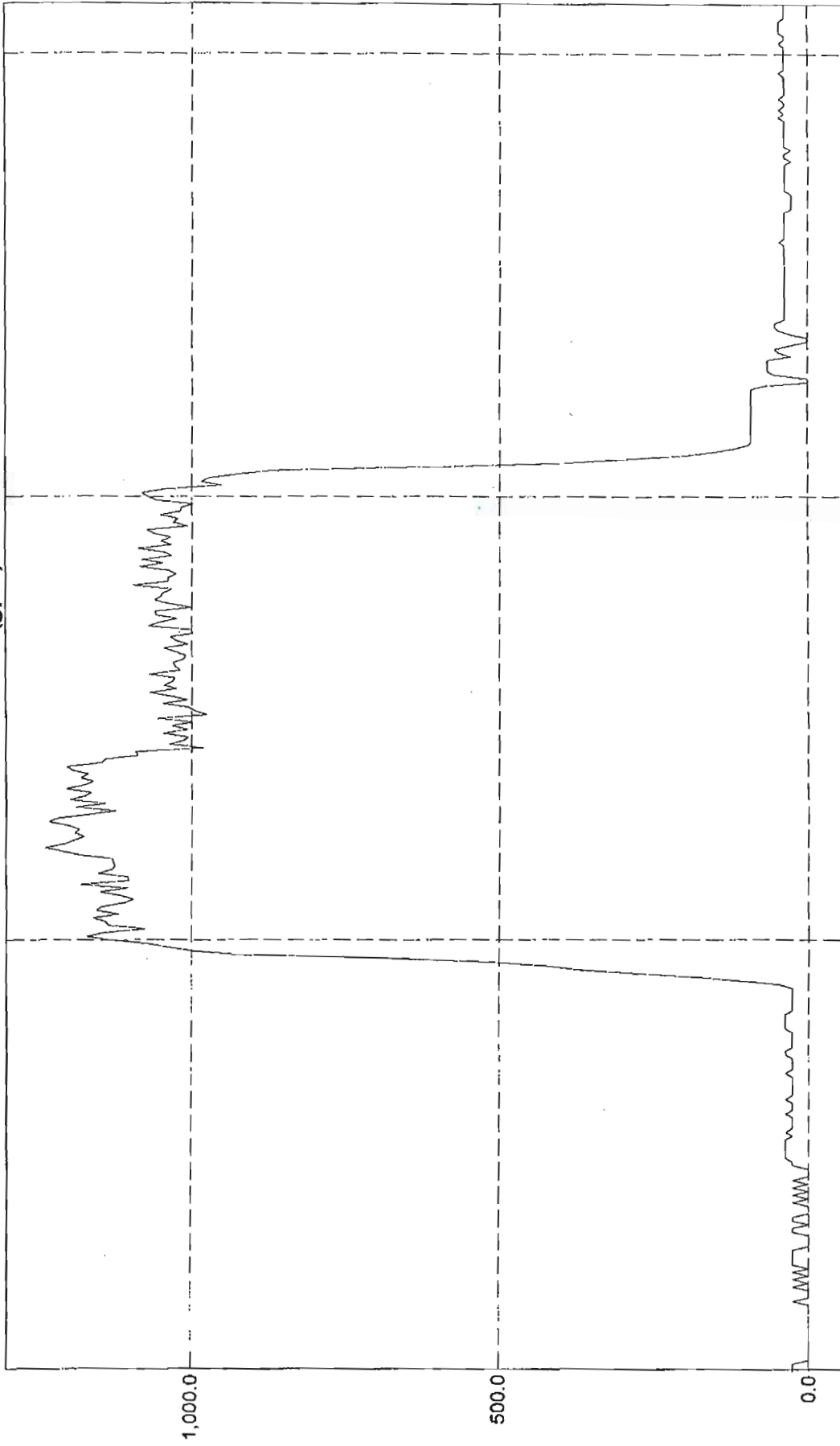
Channel Plot 1:

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1882	9/6/2016 10:00:30 AM	63.23932
1883	9/6/2016 10:00:35 AM	62.78999
1884	9/6/2016 10:00:40 AM	62.03175
1885	9/6/2016 10:00:45 AM	62.03175
1886	9/6/2016 10:00:50 AM	61.779
1887	9/6/2016 10:00:55 AM	62.34066
1888	9/6/2016 10:01:00 AM	61.41392
1889	9/6/2016 10:01:05 AM	60.51526
1890	9/6/2016 10:01:10 AM	60.99268
1891	9/6/2016 10:01:15 AM	61.86325
1892	9/6/2016 10:01:20 AM	61.35775
1893	9/6/2016 10:01:25 AM	60.88034
1894	9/6/2016 10:01:30 AM	60.64335
1895	9/6/2016 10:01:35 AM	60.26252
1896	9/6/2016 10:01:40 AM	61.16117
1897	9/6/2016 10:01:45 AM	61.89133
1898	9/6/2016 10:01:50 AM	64.69963
1899	9/6/2016 10:01:55 AM	66.01954
1900	9/6/2016 10:02:00 AM	66.91819
1901	9/6/2016 10:02:05 AM	67.05861
1902	9/6/2016 10:02:10 AM	66.60928
1903	9/6/2016 10:02:15 AM	67.31136
1904	9/6/2016 10:02:20 AM	67.5641
1905	9/6/2016 10:02:25 AM	66.49695
1906	9/6/2016 10:02:30 AM	67.11478
1907	9/6/2016 10:02:35 AM	67.50793
1908	9/6/2016 10:02:40 AM	66.13187
1909	9/6/2016 10:02:45 AM	64.27839
1910	9/6/2016 10:02:50 AM	63.23932
1911	9/6/2016 10:02:55 AM	63.54823
1912	9/6/2016 10:03:00 AM	63.91331
1913	9/6/2016 10:03:05 AM	63.94139
1914	9/6/2016 10:03:10 AM	65.68254
1915	9/6/2016 10:03:15 AM	66.66544
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1917	9/6/2016 10:03:25 AM	64.67155

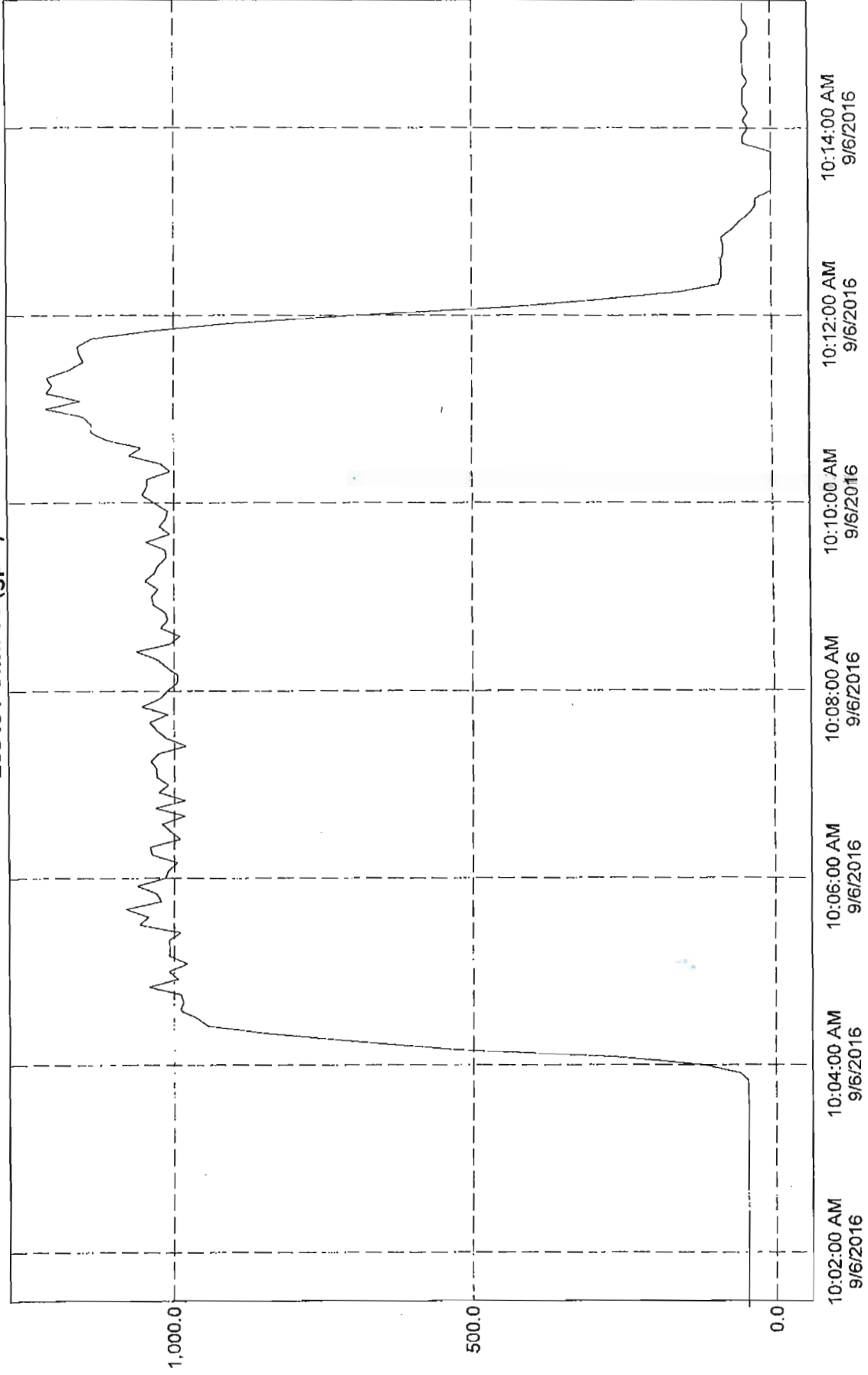
Channel Plot 1:

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1953	9/6/2016 10:06:25 AM	50.54579
1954	9/6/2016 10:06:30 AM	49.61905
1955	9/6/2016 10:06:35 AM	49.31013
1956	9/6/2016 10:06:40 AM	49.08547
1957	9/6/2016 10:06:45 AM	50.23687
1958	9/6/2016 10:06:50 AM	50.34921
1959	9/6/2016 10:06:55 AM	50.99512
1960	9/6/2016 10:07:00 AM	51.33211
1961	9/6/2016 10:07:05 AM	50.99512
1962	9/6/2016 10:07:10 AM	51.33211
1963	9/6/2016 10:07:15 AM	51.3602
1964	9/6/2016 10:07:20 AM	51.3602
1965	9/6/2016 10:07:25 AM	51.21978
1966	9/6/2016 10:07:30 AM	51.10745
1967	9/6/2016 10:07:35 AM	50.57387
1968	9/6/2016 10:07:40 AM	51.05128
1969	9/6/2016 10:07:45 AM	51.44445
1970	9/6/2016 10:07:50 AM	51.13553
1971	9/6/2016 10:07:55 AM	51.0232
1972	9/6/2016 10:08:00 AM	50.15263
1973	9/6/2016 10:08:05 AM	50.43346
1974	9/6/2016 10:08:10 AM	50.20879
1975	9/6/2016 10:08:15 AM	50.18071
1976	9/6/2016 10:08:20 AM	50.8547
1977	9/6/2016 10:08:25 AM	51.10745
1978	9/6/2016 10:08:30 AM	50.93895
1979	9/6/2016 10:08:35 AM	50.91087
1980	9/6/2016 10:08:40 AM	51.27595
1981	9/6/2016 10:08:45 AM	51.75336
1982	9/6/2016 10:08:50 AM	51.27595
1983	9/6/2016 10:08:55 AM	51.47253
1984	9/6/2016 10:09:00 AM	51.38828
1985	9/6/2016 10:09:05 AM	52.00611
1986	9/6/2016 10:09:10 AM	51.94994
1987	9/6/2016 10:09:15 AM	50.6862
1988	9/6/2016 10:09:20 AM	50.5177

341202 Chnl 01 (gpm)



203491 Chnl 01 (gpm)





City of Dania Beach, Florida
Department of Community Development
Planning and Zoning Division
(954) 924-6805 X3643
(954) 922-2687 Fax

Standard Development Application

- ☐ Administrative Variance
- ☐ Land Use Amendment
- ☐ Plat
- ☐ Rezoning
- ☒ Site Plan
- ☒ Special Exception
- ☒ Variance (to be determined)
- ☐ Other: _____

(SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)

Date Rec'd: _____

Petition No.: _____

JAN 05 2017
Planning
Department

SP-003-17
SE-004-17

THIS APPLICATION WILL NOT BE ACCEPTED UNTIL IT IS COMPLETE AND SUBMITTED WITH ALL NECESARY DOCUMENTS. Refer to the application type at the top of this form and "Required Documentation" checklist to determine the supplemental documents required with each application. For after the fact applications, the responsible contractor of record shall be present at the board hearing. Their failure to attend may impact upon the disposition of your application. As always, the applicant or their authorized legal agent must be present at all meetings. All projects must also obtain a building permit from the City Building Division. For more information please reference the **Dania Beach Land Development Code Part 6, Development Review Procedures and Requirements.**

Location Address: 2460 W. State Road 84

Lot(s): N/A Block: N/A Subdivision: N/A

Recorded Plat Name: Unplatted

Folio Number(s): 5042 2000 0110 Legal Description: Please see attached.

Applicant/Consultant/Legal Representative (circle one) Hope Calhoun, Esq.

Address of Applicant: 14 SE 4th Street, Suite 36, Boca Raton, FL 33432

Business Telephone: 561-405-3324 Home: _____ Fax: 561-409-2341

E-mail address: hcalhoun@dmblaw.com

Name of Property Owner: Fort Lauderdale Hospitality, Inc.

Address of Property Owner: 2460 W. SR 84, Fort Lauderdale, FL 33312

Business Telephone: 954-792-4700 Home: _____ Fax: _____

Explanation of Request: Please see attached narrative.

*For **Plats** please provide proposed **Plat Name** for **Variances** please attach **Criteria Statement** as per **Section 625.40 of the Land Development Code.***

Prop. Net Acreage: 5.45 acres Gross Acreage: 5.45 acres Prop. Square Footage: +/-61,933 square foot
addition to existing hotel

Existing Use: Hotel & Lobby Restaurant Proposed Use: Hotel addition with new restaurant

Is property owned individually, by a corporation, association, or a joint venture? Corporation.

AUTHORIZED REPRESENTATIVE

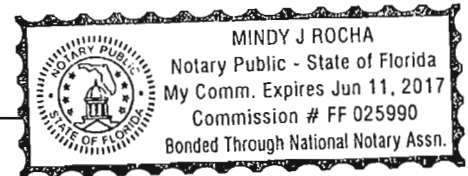
I/we are fully aware of the request being made to the City of Dania Beach. If I/We are unable to be present, I/we hereby authorize _____ (individual/firm) to represent me/us in all matters related to this application. I/we hereby acknowledge that the applicable fee was established to offset administrative costs and is not refundable.

I/we are fully aware that all approvals automatically expire within 12 months of City of Dania Beach Planning and Zoning Board or City Commission approval, or pursuant to the expiration timeframe listed in Part 6 of the Dania Beach Land Development Code.

STATE OF FLORIDA
COUNTY OF BROWARD
The foregoing instrument
was acknowledged

By: [Signature]
(Owner / Agent signature*)

BEFORE ME THIS 4th DAY OF January, 20 17



By:

HANIF KHIMANI
(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary Mindy J Rocha
(Signature of Notary Public – State of Florida)

Personally known _____ or Produced Identification FL DL

Type of identification produced: _____ or Drivers License K550 320612590

***If joint ownership, both parties must sign. If partnership, corporation or association, an authorized officer must sign on behalf of the group. A notarized letter of authorization from the owner of record must accompany the application if an authorized agent signs for the owner(s).**

NO APPLICATION WILL BE AUTOMATICALLY SCHEDULED FOR A MEETING.

***ALL APPLICATIONS MUST BE DETERMINED COMPLETE BY STAFF
BEFORE PROCESSING OCCURS.***

City of Dania Beach APPLICATION TYPE AND FEE SCHEDULE

INCOMPLETE SUBMITTALS ARE NOT ACCEPTABLE FOR REVIEW AND PROCESSING.

The following fees shall apply to all applications for land use plan amendments, rezoning, special exception use, variances, site plans and other zoning related applications. These fees are used to defray staff cost in the evaluation of the proposal made and provide for the required notices and public advertisements according to Florida State Statute and the Dania Beach Land Development Code. Should any applicant have more than one type of request to the City, the applications involved should be submitted at the same time. The present City policy is to have concurrent reviews being processed before the final review and actions by the Planning and Zoning Board and/or City Commission. It is the obligation of all applicants to review the appropriate City Codes and design standards related to their proposal before making any application to the City. The standard review process for all development applications are two (2) review cycles. **Any additional review or public notice required by staff or professional consultants due to the incorrect interpretation of the Land Development Code will be charged to the applicant as per "Section 685-10 Cost Recovery for Development Review" of the Dania Beach Land Development Code.**

APPLICATION TYPE	FEE
LAND USE	
Assignment of Flex Units or Acreage	Filing fee = \$4,000.00 plus \$5.00 per flex, reserve or LAC/RAC unit or hotel room or \$100 per acre or portion of such area <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
Change of Land Use	Filing fee = \$7,000.00, plus \$500.00 per acre or portion of area <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
ZONING	
Change of Zoning (Rezoning)	Less than 2 acres - \$2,500.00 Greater than 2 acres - \$6,000.00 <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
Zoning Code Text Change	Changing the list of Permitted Uses - \$6,000.00 General Text - \$2,000.00 <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
PLAT	(Perimeter) Filing fee = \$2550.00 plus \$50.00 per acre or portion of such area (Subdivision) Filing fee = \$2550.00 plus \$100 per acre or portion of such area <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
Delegation Request	\$1,500.00 <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
SITE PLAN	
Residential, Hotel, Condo-Hotel, Time-Share, Motel	Filing fee = \$1,000.00 PLUS \$10.00 per unit Plus an initial retainer for cost recovery of consultant services of \$5,000.00. Additional consultant service fees may be required. Minimum fee = \$6,100.00 <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
All other uses	Filing fee = \$1,000.00 PLUS the following: \$5.00 : 100 s.f. for 1 st 10,000 s.f., \$2.00 : 100 s.f. in excess of 10,000 s.f. Plus an initial retainer for cost recovery of consultant services of \$4,000.00. Additional consultant service fees may be required. Minimum fee = \$5,500.00 <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
Site Plan Revisions	\$2,500.00 - <i>Includes staff processing and up to 2 review cycles.</i> <i>Additional variances associated with any revision to a site plan are charged according to the associated variance type.</i>
Extension of Approval(s) (Site plan, variance, special exception requests)	\$1,250.00 – Single Extension (PLUS) an additional \$ 250.00 for each associated approval

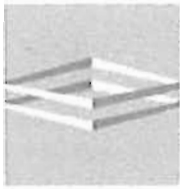
City of Dania Beach APPLICATION TYPE AND FEE SCHEDULE

INCOMPLETE SUBMITTALS ARE NOT ACCEPTABLE FOR REVIEW AND PROCESSING.

The following fees shall apply to all applications for land use plan amendments, rezoning, special exception use, variances, site plans and other zoning related applications. These fees are used to defray staff cost in the evaluation of the proposal made and provide for the required notices and public advertisements according to Florida State Statute and the Dania Beach Land Development Code. Should any applicant have more than one type of request to the City, the applications involved should be submitted at the same time. The present City policy is to have concurrent reviews being processed before the final review and actions by the Planning and Zoning Board and/or City Commission. It is the obligation of all applicants to review the appropriate City Codes and design standards related to their proposal before making any application to the City. The standard review process for all development applications are two (2) review cycles. **Any additional review or public notice required by staff or professional consultants due to the incorrect interpretation of the Land Development Code will be charged to the applicant as per "Section 685-10 Cost Recovery for Development Review" of the Dania Beach Land Development Code.**

SPECIAL EXCEPTION	
SPECIAL EXCEPTION (Excluding cell towers)	Filing fee = \$3,700.00 plus \$200.00 per acre or portion of such area <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
SPECIAL EXCEPTION (Cellular Towers)	Filing fee = \$4,000 <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
Additional Resubmittal (In addition to the standard (2) review cycles)	Any additional review or public notice required by staff or professional consultants due to the negligence of the applicant will be charged to the applicant as per Article 685-10 Cost recovery for Development Review of the Dania Beach Land Development Code.
VARIANCES, APPEALS & WAIVERS	
Administrative, Single Family	\$ 300.00
Administrative, all other	\$ 500.00
Single Family/Community Facility	\$ 490.00
Duplex	\$1,050.00
Triplex	\$1,150.00
Multifamily, Hotel, Condo-Hotel (per variance)	\$2,300.00
Nonres. (per variance)	\$2,000.00
Wall Sign	\$ 700.00
Monument Sign	\$1,200.00
Pole Sign (As permitted)	\$2,400.00
Appeal (single family & comm fac)	\$ 650.00
Appeal (all other uses)	\$1,925.00
Dumpster Appeal to Com. Dev. Dir.	\$ 200.00
Dumpster Appeal to City Com.	\$ 500.00
Alcoholic Beverage Variance	\$1,250.00
Mobility	\$1,400.00
Trafficway Waiver	\$4,000.00
Vacation – Road/Easement	\$3,500.00
Alcohol Extended Hours License Application	\$2,250.00
Alcoholic Beverage Waiver	\$1,000.00
Zoning Review: State Liquor License	\$ 50.00
Outdoor Seating/Dinning	\$ 100.00
Assisted Living Facility	\$ 65.00
CRA Grant Application	\$ 250.00 <i>(up to this amount based on scope of work)</i>
UNSPECIFIED	\$ 500.00 PLUS any outside costs incurred by the city as per "Section 685-10"

Revised – 8-23-11 As per City Commission Approval Resolution #2011-090



**DUNAY
MISKEL
BACKMAN** LLP

Gary Dunay
Bonnie Miskel
Scott Backman

Hope Cathoun
Dwayne Dickerson
Els Zachariades

Christina Bilenko
Heather Jo Allen
Andrea Keiser

**Fort Lauderdale Hospitality
2460 W. State Road 84
Site Plan Narrative**

Fort Lauderdale Hospitality, Inc. ("Petitioner") is the owner of the +/- 5.2 gross acre property generally located on the south side of West State Road 84 approximately 400 feet east of SW 26th Terrace (folio# 5042 2000 0110) ("Property") in the City of Dania Beach ("City"). The Property has a future land use designation of Commercial and is zoned C-3, General Business. The Property is currently developed with a two hundred seventy one (271) room hotel with a lobby restaurant. Petitioner proposes to redevelop the existing lobby restaurant into a Denny's restaurant, remodel the exiting hotel lobby, and develop an underutilized portion of the Property with an additional one hundred (100) room hotel ("Project"). Petitioner proposes to phase the Project with the restaurant and lobby renovations included in the first phase and the hotel addition as phase two. The Project seeks to redevelop this underutilized area of the Property with a vibrant use that will serve those visiting the City and surrounding areas. The Project is compatible with the existing hotel developments to the east and west. Further, it provides convenient access to the Fort Lauderdale International Airport, Port Everglades, I-595 and the I-95 making it an ideal location for a vibrant hotel use that can be easily accessed from the airport, seaport and major thoroughfares. The Project will also expand the economic base of the City by adding to the commercial sector of its economy, creating both temporary jobs during the construction phase and long term jobs with the added employer that will come to the City as a result of this Project. The Project will revitalize the Property and ensure an upscale environment for visitors enjoy, complete with a full service restaurant. Further, once completed, the Project will help fulfill the need for additional and convenient hotel accommodations in this area.

In the City's C-3, General Business, zoning district, hotel uses require special exception approval. The Project complies with the specific conditions contained within Section 110-100 of the City's Land Development Code ("Code") which requires: (1) guestroom access via interior corridors; (2) individual wall or window mounted air conditioners (if used) may not project beyond any exterior wall of the building; and (3) must have at least one hundred (100) guest rooms.

In addition to the requirements of Section 110-100, noted above, Petitioner will demonstrate that the Project complies with the following review standards: (1) the use is permitted as a special exception use as set forth in the use regulations of part 1 of the Code; (2) the use will not cause a detrimental impact to the value of existing contiguous uses, uses in the general area, and to the zoning district where it is to be located; (3) the use will be compatible with the existing uses on contiguous property, with uses in the general area and zoning district where the use is to be located and compatible with the general character of the area, considering population density, design, scale and orientation of structures to the area, property values and existing similar uses or zoning; (4) adequate landscaping and screening are provided to buffer adjacent uses from potential incompatibilities; (5) adequate parking and loading is provided, and ingress and egress is so designed as to cause minimum interference with traffic on abutting streets; (6) the

use will not have a detrimental environmental impact upon contiguous properties and upon properties located in the general area or an environmental impact inconsistent with the health, safety and welfare of the community; (7) the use will not have a detrimental effect on vehicular or pedestrian traffic, or parking conditions, and will not result in the generation or creation of traffic inconsistent with the health, safety and welfare of the community; (8) the use will not utilize turning movements in relation to its access to public roads or intersections, or its location in relation to other structures or proposed structures on or near the site that would be hazardous or a nuisance; (9) the use will not have a detrimental effect on the future development of contiguous properties or the general area, according to the comprehensive plan; (10) the use will not result in the creation of incompatible noise, lights, vibrations, fumes, odors, dust or physical activities, taking into account existing uses, uses located on contiguous properties, uses in the general area and the zoning in the vicinity due to its nature, duration, direction or character; and (11) the use will not overburden existing public services and facilities.

(1) The use is permitted as a special exception use as set forth in the use regulations of part 1 of the Code.

The use is permitted as a special exception use. Specifically, Section 110-20 of the City's Code lists the permitted, special exception and prohibited uses for industrial, mixed-use and commercial zoning districts. Section 110-20 notes that hotel uses, subject to the three (3) conditions listed in Section 110-100 (noted above) are permitted in the City's C-3, General Business zoning district as a special exception use. The corresponding full service restaurant use is permitted by right in the C-3 zoning district. As such, the Project complies with this criterion.

(2) The use will not cause a detrimental impact to the value of existing contiguous uses, uses in the general area, and to the zoning district where it is to be located.

The hotel use will not cause a detrimental impact to the value of existing contiguous uses, uses in the general area or to the zoning district. The Property is currently developed with a two hundred seventy-one (271) room hotel. The adjacent property to the east is also developed with a hotel use, currently operating as the Rodeway Inn & Suites. The adjacent property to the west is developed with office uses, there is a truck center and marine center to the north and industrial uses to the south. The additional hotel use will help serve those visiting the City and surrounding areas. The Project is compatible with the existing hotel developments, and commercial uses in the vicinity of the Property. Further, the Project provides convenient access to the Fort Lauderdale International Airport, Port Everglades, I-595 and the I-95 making it an ideal location for a vibrant hotel use that can be easily accessed from the airport, the seaport and major thoroughfares. As such, the use will not cause a detrimental impact to uses in the general area or zoning district.

(3) The use will be compatible with the existing uses on contiguous property, with uses in the general area and zoning district where the use is to be located and compatible with the general character of the area, considering population density, design, scale and orientation of structures to the area, property values and existing similar uses or zoning.

The use is compatible with the existing uses on contiguous property and is compatible with the general character of the area. The area in the vicinity of the Property consists of industrial uses with some commercial offices and a marine center. The adjacent property to the east is also developed with a hotel use, currently operating as the Rodeway Inn & Suites. The Project is compatible with the existing hotel developments in the vicinity of the Property and offers convenient accommodations for those doing business in the area. Due to the nature of the uses within the area and the close proximity to the Fort Lauderdale International Airport, and Port Everglades I-595 and I-95, this area is frequented by individuals visiting the city for business or those traveling onto other destinations. The hotel use will help support the demand for affordable accommodations in close proximity to the airport and the sea port. The Project will further revitalize the Property and ensure an upscale environment for visitors enjoy, complete with a full service restaurant. As such, it is compatible with the general character of the area.

(4) Adequate landscaping and screening are provided to buffer adjacent uses from potential incompatibilities.

Adequate landscaping and screening are provided to buffer adjacent uses. The Property is currently developed with an existing hotel use and has existing perimeter buffers with mature landscaping. The new buildings proposed as part of the Project will be located towards the front of the Property, adjacent to State Road 84, and will enhance the overall appearance of the Property with the new and vibrant development. Additional landscaping is also being provided as part of the Project to further enhance the appearance of the Property and provide adequate screening from adjacent uses.

(5) Adequate parking and loading is provided, and ingress and egress is so designed as to cause minimum interference with traffic on abutting streets.

Petitioner seeks to improve the ingress and egress to the Property to improve interference with traffic on abutting streets. Currently, there are two curb cuts from State Road 84. The curb cut to the west is approximately one hundred (100) feet wide, which can cause confusion for vehicles and trucks entering and existing the Property. Petitioner proposes to modify the curb cuts to allow for much safer vehicular movements to and from abutting streets. The western most ingress and egress will be reduced to a width of approximately twenty-nine (29) feet and the eastern curb cut will be modified to provide for ingress only. This will eliminate much of the confusion caused by the current conditions of the development. In addition, vehicular access to the lobby and restaurant will be better highlighted with a circular drive that allows for easy identification of the lobby and safe vehicular movements for customers seeking convenient parking for loading and unloading. In addition, the Property is currently developed with parking that is significantly in excess of operational demands. Due to the close proximity to the airport and seaport, many patrons of the hotel do not have personal or rental vehicles, but instead use shuttles or taxis to travel to and from the hotel. The three hundred thirty-one (331) parking spaces proposed, is sufficient to accommodate the demand of exiting hotel and proposed Project.

(6) The use will not have a detrimental environmental impact upon contiguous properties and upon properties located in the general area or an environmental impact inconsistent with the health, safety and welfare of the community.

The use will not have a detrimental environmental impact upon contiguous properties. The proposed hotel use is not an environmentally sensitive use and will not cause emissions that will impact adjacent properties. Further, the Project has been designed to provide adequate drainage on site. As such, the use will not cause an environmental impact inconsistent with the health, safety and welfare of the community.

(7) The use will not have a detrimental effect on vehicular or pedestrian traffic, or parking conditions, and will not result in the generation or creation of traffic inconsistent with the health, safety and welfare of the community.

The use will not have a detrimental effect on vehicular or pedestrian traffic or parking conditions. As noted above, Petitioner seeks to improve the ingress and egress to the Property to improve interference with traffic on abutting streets. Currently, there are two curb cuts from State Road 84. The curb cut to the west is approximately one hundred (100) feet wide, which can cause confusion for vehicles and trucks entering and existing the Property. Petitioner proposes to modify the curb cuts to allow for much safer vehicular movements to and from abutting streets. The western most ingress and egress will be reduced to a width of approximately twenty-nine (29) feet and the eastern curb cut will be modified to provide for ingress only. This will eliminate much of the confusion caused by the current conditions of the development. In addition, vehicular access to the lobby and restaurant will be better highlighted with a circular drive that allows for easy identification of the lobby and safe vehicular movements for customers seeking convenient parking for loading and unloading. Further the addition of one hundred (100) hotel rooms and a restaurant will not have a detrimental effect on traffic. Many of the patrons of the hotel will be traveling from the airport and seaport, or visiting the businesses in the area and will not significantly impact traffic along the heavily trafficked State Road 84 thoroughfare. In addition, the new restaurant will provide the hotel guests with a convenient place to eat meals without having to venture out of the Property. The Project also provide safe pedestrian connections throughout the Project so that guests have convenient and safe access to the lobby, hotel rooms, the restaurant and amenities on site.

In addition, the Property is currently developed with parking that is significantly in excess of operational demands. Due to the close proximity to the airport and seaport, many patrons of the hotel do not have personal or rental vehicles and use shuttles or taxis to travel to and from the hotel. The proposed use will not have a detrimental effect on vehicular or pedestrian traffic, or parking conditions, and will not result in the generation or creation of traffic inconsistent with the health, safety and welfare of the community.

(8) The use will not utilize turning movements in relation to its access to public roads or intersections, or its location in relation to other structures or proposed structures on or near the site that would be hazardous or a nuisance.

The turning movements proposed by the Project will not be hazardous or a nuisance. As noted above, Petitioner seeks to improve the ingress and egress to the Property to improve interference with traffic on

abutting streets. Currently, there are two curb cuts from State Road 84. The curb cut to the west is approximately one hundred (100) feet wide, which can cause confusion for vehicles and trucks entering and exiting the Property. Petitioner proposes to modify the curb cuts to allow for much safer vehicular movements to and from abutting streets. The western curb cut ingress and egress will be reduced to a width of approximately twenty-nine (29) feet and the eastern curb cut will be modified to provide for ingress only. This will eliminate much of the confusion caused by the current conditions of the development. In addition, vehicular access to the lobby and restaurant will be better highlighted with a circular drive that allows for easy identification of the lobby and safe vehicular movements for customers seeking convenient parking for loading and unloading. As such, the turning movements will be significantly improved as a result of the Project.

(9) The use will not have a detrimental effect on the future development of contiguous properties or the general area, according to the comprehensive plan.

The use will not have a detriment effect on future development, according to the City's Comprehensive Plan. The Comprehensive Plan permits hotels, motels and similar lodging within areas designated as Commercial, such as the Property. In addition, the Project is compatible with the following goals, policies and objectives of the City's Comprehensive Plan:

- Policy 5.1 – Encourage development to enhance the tax base of the community: The Project offers a new hotel and restaurant development that will enhance the tax base of the community.
- Policy 5.5 – Commercial, office and employment center and industrial land uses will be identified in accordance with the Comprehensive Plan: Hotels are permitted within Commercial land use designated properties.
- Objective VIII – New growth and development will only be permitted where services are available and meet the level of service standards of the Comprehensive Plan thereby eliminating urban sprawl: The Project will provide adequate services and will not contribute to urban sprawl.
- Policy 8.1 – Adequate drainage and stormwater management shall be provided for all development: The Project proposes adequate drainage and stormwater management to accommodate the hotel and restaurant uses.
- Policy 8.2 – Safe and convenient on site traffic flow shall be provided in accordance with the Comprehensive Plan and land development regulations: The Project proposes improvements to the ingress and egress to the Property which will significantly improve safety and eliminate hazards associated with the current condition of the curb cuts.
- Policy 9.2 – All proposed development and future land uses shall be compatible with adjacent land uses: The Project is compatible with the existing hotel, office and industrial uses on adjacent properties.

(10) The use will not result in the creation of incompatible noise, lights, vibrations, fumes, odors, dust or physical activities, taking into account existing uses, uses located on contiguous properties, uses in the general area and the zoning in the vicinity due to its nature, duration, direction or character.

The use will not result in the creation of incompatible noise, lights, vibrations, fumes, odors, dust or physical activities to the area. As noted above, the adjacent properties are largely developed with similar hotel uses, marine uses and industrial uses, as well as some offices. The addition of one hundred (100) hotel rooms and a restaurant will not create noise, lights, vibrations, fumes, odors, dust or physical activities that will impact adjacent properties.

(11) The use will not overburden existing public services and facilities.

The Project will not overburden existing public services and facilities. There are sufficient public services and facilities to accommodate the additional one hundred (100) hotel rooms and the restaurant that are proposed by the Project.

Carrie, Anne-Christine

To: Cosme, Raul
Cc: Lajoie, Corinne
Subject: RE: SP-003-17 Wyndham Dania Beach

From: Cosme, Raul
Sent: Tuesday, September 05, 2017 3:36 PM
To: 'Wray, Macee'; Lajoie, Corinne
Cc: Busenbarrick, Eric; Brown, KENNETH SEAN; 'Fabiola Branco'
Subject: SP-003-17 Wyndham Dania Beach

The project SP-003-17 Wyndham Dania Beach has satisfied both Tier 1 and Tier 2 requirements.

Thank you,

Raul Cosme



Sheriff Scott Israel

Raul Cosme

Fire Inspector/Plans Examiner
Broward Sheriff Fire Rescue & Emergency Services Dept.
Fire Prevention Bureau--Dania Beach District
103 W. Dania Beach Blvd.
Dania Beach, FL 33004
Tel: 954-342-4262
Fax: 954-342-4265
raul_cosme@sheriff.org
www.sheriff.org

The largest accredited public safety agency in America



COMMUNITY DEVELOPMENT DEPARTMENT
DEVELOPMENT REVIEW COMMITTEE
THURSDAY, APRIL 27, 2017

[illegible]

Corinne's
DRC Notes



Platting
Required

CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
COVER LETTER

To: hcalhoun@dmblaw.com

From: mwray@daniabeachfl.gov

Date: 4/21/2017

Re: Wyndham Dania Beach

PZ#: SP-03-17/SE-04-17 - 2nd Review

Dear Applicant:

Please find attached the comments regarding your site plan project together with the agenda for the Design Review Committee meeting. Your slotted time for the meeting held on **Thursday, April 27 will be at 9:00 AM.**

Should you have any questions, please contact Corinne Lajoie at 954-924-6805 X3704 Macee Wray at 954-924-6805 X3643.

Thank you.

cc: Daniel Parobok, Arborist, Daniel.parobok@metriceng.com
Raul Cosme, Fire Inspector/Plans Examiner, Raul_Cosme@sheriff.org
Ronnie Navarro, Engineer, rnavarro@daniabeachfl.gov
Corinne Lajoie, Planning and Zoning Manager, cchurch@daniabeachfl.gov
Anne-Christine Carrie, Planner, acarrie@daniabeachfl.gov

Plat Shas
conditions.



**AGENDA
COMMUNITY DEVELOPMENT DEPARTMENT
DEVELOPMENT REVIEW MEETING
THURSDAY, APRIL 27, 2017**

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

LOBBYIST REGISTRATION REQUIRED - REGISTRATION AS A LOBBYIST IN THE CITY OF DANIA BEACH IS REQUIRED IF ANY PERSON, FIRM OR CORPORATION IS BEING PAID TO LOBBY THE COMMISSION ON ANY PETITION OR ISSUE PURSUANT TO ORDINANCE NO. 01-93. REGISTRATION FORMS ARE AVAILABLE IN THE CITY CLERK'S OFFICE IN THE ADMINISTRATION CENTER.

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

IN CONSIDERATION OF OTHERS, WE ASK THAT YOU:

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

IF YOU MUST SPEAK TO SOMEONE IN THE AUDIENCE, PLEASE SPEAK SOFTLY OR GO OUT INTO THE ATRIUM, IN ORDER NOT TO INTERRUPT THE MEETING.

- 1) 9:00 A.M. SP-03-17 /VA-32-17/VA-33-17/SE-04-16, WYNDHAM HOTEL, 2460 W. STATE ROAD 84, 2ND REVIEW
- 2) 9:30 A.M. SP-29-17, CORALUZZO REC. FACILITY, 2401 SW 31ST STREET, 1ST REVIEW
- 3) 10:00 A.M. PL-30-17, STIRLING HILL PLAT, SW 1ST STREET & SW 12TH AVENUE, 1ST REVIEW
- 4) 10:30 A.M. SP-35-17/DR-36-17, GRIFFIN POINTE, 2281 GRIFFIN ROAD, 1ST REVIEW

If you are unable to attend the meeting or you need any further information please email or call:
Corinne Lajoie at (954) 924-6805 x 3704 or cchurch@daniabeachfl.gov
Macee Wray at (954) 924-6805 x 3653 or mwray@daniabeachfl.gov



CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
ROUTING SHEET

Routing Date: April 6, 2017

PZ Log No: SP-003-16/SE-004-16

Project: Wyndham Dania Beach 2nd
Review

Comments Due: April 20, 2017

PLEASE REVIEW THE ABOVE REFERENCED PROJECT FOR COMMENTS TO BE INCORPORATED IN THE COMMUNITY DEVELOPMENT DIRECTOR'S STAFF REPORT TO THE PLANNING AND ZONING BOARD AND/OR CITY COMMISSION.

- ☐ Complies with code as submitted.
- ☐ Comments to be addressed & plans resubmitted prior to public hearing.
- ☐ Denied.

Department

Date



CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
COST RECOVERY

Project: Wyndham Dania Beach 2nd
Review

PZ Log No: SP-003-16/SE-004-16

Plan Reviewer: FLOODPLAIN

Please log your time spent on reviewing the plans.

Time spent: 1/2 Hour

Overtime: _____

Rate per hour: _____

* Cost recovery – no charge on single family home plans, permits and variances.

Project Name: Wyndham Dania Beach
PZ #: SP-003-16/SE-004-16 -- 2ND REVIEW
ADDRESS: 2460 W State Road 84
REVIEW COMPLETED BY: Richard Benton, CFM



SP-003-17/SE-004-17

NOTES:

- Flood Zone = AH 6
- BFE = 6; DFE = 7

Comments:

1. Phase I (addition to existing hotel) will require substantial improvement determination. In order to facilitate review and determination, please provide elevation certificate, in NAVD 88, which clearly indicates that structure is compliant with current floodplain management regulations. If structure does not meet current elevation requirement, please provide job cost and market value for the building where the improvement is to be made.

Landscape Plan Review: Wyndam Dania Beach

SP-003-17/SE-004-17
PZ Log Number: SP-003-16/SE-004-16 Review Number: 2

Reviewer: Michael McCoy Date: April 20, 2017



The following comments are based on a review of the plans and responses dated 4/6/2017, and submitted to the City on April 20th, 2017, for the property located at 2460 West SR 84, Dania Beach, for compliance with the City of Dania Beach Code of Ordinances:

1. The dollar value of specimen trees must be provided on the tree disposition plan sheet. This can be implemented once the values provided by your arborist have been agreed to.
2. Final arborist report still pending at this time. Insufficient efforts to-date have been provided to:
 - Relocate Tree #14. This tree is easily relocatable and is a valuable resource for the City. Ample opportunities for relocation exist on the site. Provide relocation plans and specifications.
 - Minimize impacts to specimen (and non-specimen) trees from proposed development activities. Landscape plan needs to include tree protection fencing, root pruning, supplemental irrigation and other practices, based on recommendations from your Certified Arborist, which will help ensure the survival of trees proposed to remain. The arborist report needs to be updated to evaluate the trees proposed to remain and provide for conservation/impact minimization measures as applicable. Conservation measures, including tree protection fencing, must be shown on the plans. Construction of the parking area in close proximity to specimen trees may need to be constructed above grade and/or incorporate structural soil to accommodate adequate space for root growth.
3. Root barriers need to be provided, per 275-180(O). Landscape plans need to include a detail and specifications for root barrier and depict their location on the plan view layout.
4. For all trees to remain, show the Tree Protection Zone *at minimum* as defined in Sec 825-50, expanded per recommendations from your arborist.
5. Provide cross-sections/construction details on paving plans to illustrate the requirement listed on the City's Standard Landscape Note #20 (shown on Sheet LP-1).
6. VUA square ft calculations are inconsistent on sheets LP-1 and LP-2 (off by 1,600+ sf). Please revise.
7. Per Sec. 275-100, a minimum of 20% of VUA must be devoted to landscaping. Current proposed VUA landscaping does not meet this requirement (short 8,000+ sf). A variance of this requirement must identify the unique situation preventing compliance with this requirement.
8. Terminal peninsula adjacent to the north of dumpster area does not meet Sec. 275-100 requirements. *This comment is continued from Review #1.*
9. A PDF copy of the landscape and site plans (current and proposed revisions) is required prior to review of the following submittal. Email plans to mmccoy@metriceng.com

*A Landscape
Variance has been
Requested.*

Informational notes:

- i. **Please provide a point-by-point response to each of the above comments.**
- ii. **A PDF copy of final plans must be submitted via CD or email in order to receive final approval.**

END OF COMMENTS



CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
ROUTING SHEET

Routing Date: April 6, 2017

PZ Log No: SP-003-16/SE-004-16

Project: Wyndham Dania Beach 2nd
Review

Comments Due: April 20, 2017

PLEASE REVIEW THE ABOVE REFERENCED PROJECT FOR COMMENTS TO BE INCORPORATED IN THE COMMUNITY DEVELOPMENT DIRECTOR'S STAFF REPORT TO THE PLANNING AND ZONING BOARD AND/OR CITY COMMISSION.

- ☐ Complies with code as submitted.
☒ Comments to be addressed & plans resubmitted prior to public hearing.
☐ Denied.

Fire - R. Cosme
Department

4/10/17
Date



CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
COST RECOVERY

Project: Wyndham Dania Beach 2nd
Review

PZ Log No: SP-003-16/SE-004-16

Plan Reviewer: FIRE

Please log your time spent on reviewing the plans.

Time spent: 2.0

Rate per hour:

Overtime:

* Cost recovery – no charge on single family home plans, permits and variances.



BROWARD SHERIFF'S OFFICE
Department of Fire Rescue & Emergency Services
Fire Marshal's Office
Dania Beach District

103 West Dania Beach Blvd. • Dania Beach, Florida 33004
Office: (954)342-4262 • Fax: (954)342-4265



SITE PLAN REVIEW COMMENTS

Date: 04/10/17 **Site Plan No.:** SP-003-17 **Time Required For Review:** 2.0

Project: Wyndham Dania Beach 2nd Review **Sq. Feet:** 237,499

Plan Reviewer: Sean Brown, Battalion Chief / Plans Examiner
Raul Cosme / Plans Examiner

☐ Approved As Submitted

☐ Denied

☐ Approved With Conditions

☒ Comments Must Be Addressed and Resubmitted Prior to City Commission Meeting

Below are two tiers of comments. Tier one comments must be satisfied prior to site plan approval and public hearing. Tier two comments, if not satisfied during original site plan approval process, must be satisfied at permit for site work.

Be advised that some Tier two comments may affect other disciplines and/or have other significant impacts on the overall site plan. In addition, the Tier 2 comments may impact permit plans with additional time delays to reach resolution at permit. It is strongly advised that all comments (both Tier 1 and Tier 2) below are satisfied prior to site plan approval and public hearing.

Tier 1 COMMENTS

Deficiencies were identified on your plan during our plan review process. Please provide the following:

1. ~~Please provide the site plan in 1/20 or 1/30 Engineer's Scale~~ COMPLIED
2. Fire Department Access Information as follows: STILL NEED
 - a. All turning radii (demonstrated) – Please demonstrate all inside turning radii
 - Adjust turning radii to show min 38ft inside / 50ft outside
3. Water Supply Information as follows: STILL NEED
 - a. All existing and proposed water main sizes – Additional water supply is required for the south and west sides of the property. Water mains must be min. 8" and must be looped.

- b. Additional fire hydrants are required for the south and west sides of the property spaced every 300' as the truck drives. STILL NEEDED
- c. ~~Dimensions of the three nearest adjacent hydrants to the project site~~ COMPLIED
- d. Locations of all fire department connections (Siamese and Fire Hose Valves on standpipes) on the interior and exterior of the building or structure (for buildings or structures with fire sprinkler systems) STILL NEEDED
- e. Identify Points of Service. NEEDED
- f. Show location of FDC for restaurant. Additional FDC required on the South side of the Hotel. NEEDED

Tier 2 COMMENTS

Deficiencies were identified on your plan during our plan review process. Please provide the following:

- 4. Additional Fire Department Access Information as follows: COMPLIED
 - a. ~~Fire Lane locations and striping detail (demonstrated)—Additional required—see Fire Marshal for direction.~~
 - b. ~~"NO PARKING" sign locations and sign details demonstrated—Additional required—see Fire Marshal for direction.~~
 - c. ~~Fire Department Access Routes During Construction~~
- 5. Additional Water Supply Information as follows: STILL NEED
 - a. Locations of all Post Indicating Valves or Underground Gate Valves, Double Detector Check Valves, etc.
- 6. A detail sheet accompanying the Civil Plans with the following details: COMPLIED
 - a. ~~Fire Hydrant Detail~~
 - b. ~~Bollard / Impact Protection Detail for Hydrants, FDC's & DDCV's~~
 - c. ~~Roadway Pavement Marker (RPM) Detail for Fire Hydrant Locations (Blue Reflective Markers)~~
 - d. ~~Underground Gate Valve Detail (where applicable)~~
 - e. ~~Backflow Preventor / Double Detector Check Valve (DDCV) Detail (where applicable) that identifies the DDCV as being listed for Fire Use~~
 - f. ~~Signage Detail for the Fire Department Connections (where applicable)~~
- 7. ~~Address Detail~~ COMPLIED
- 8. ~~An egress plan demonstrating and dimensioning all travel distances to all exits within the buildings and/or structures for both new and proposed.~~ COMPLIED
- 9. ~~Minimum Radio Signal Strength for Fire Department Communications—See details on the next page.~~ COMPLIED

Please provide a copy of the approved set of plans in .pdf format via email to kennethsean_brown@sheriff.org . If the plan set is too large to send through email, please deliver the plans in .pdf format on a CD-ROM to:

**Attn. Chief Brown
Fire Marshal's Office
103 West Dania Beach Boulevard
Dania Beach, FL 33004**



ATTENTION CONTRACTORS & DESIGN PROFESSIONALS

EFFECTIVE IMMEDIATELY

NFPA 1:11.10 Requires minimum radio signal strength for fire department communications to be maintained at a level determined by the AHJ for all new and existing buildings.

The Owner's Rep or GC shall conduct a Preliminary Initial Assessment to determine if the minimum radio signals strength for fire department communication is in compliance with Broward County standards.

Prior to any testing, the occupancy shall be structurally completed with all interior partitions, windows and doors installed.

An assessment will be conducted by the Owner's Rep or GC to determine if the minimum radio signals strength for fire department communication in the occupancy is in compliance, in accordance with NFPA 1: 11.10.1 and NFPA 72: 24.5.2.2.1 through 24.5.2.2.3.

Radio coverage shall be provided throughout the building as a percentage of floor area as specified below in accordance with NFPA 72: 14.4.12.1.2 through 14.4.12.1.4 and NFPA 24.5.2.3.

1. A test "grid" plan shall be produced to ensure testing throughout the building.
2. Signal levels shall be measured to ensure the system meets the criteria of 24.5.2.3 according to parameters as follows:
 - a. 24.5.2.3.1 Inbound.
A minimum inbound signal strength of -95 dBm, or other signal strength as required by the authority having jurisdiction, shall be provided throughout the coverage area.
 - b. 24.5.2.3.2 Outbound.
A minimum outbound signal strength of -95 dBm at the donor site, or other signal strength as required by the authority having jurisdiction, shall be provided for the coverage area.
 - c. Critical areas, such as the emergency command center(s), the fire pump room(s), exit stairs, exit passageways, elevator lobbies, standpipe cabinets, sprinkler sectional valve locations, and other areas deemed critical by the authority having jurisdiction, shall be provided with 99 percent floor area radio coverage.
 - d. General building areas shall be provided with 90 percent floor area radio coverage.

ACCEPTANCE

1. If three nonadjacent areas fail the test with less than -95 decibels per milliwatt (-95 dBm), and /or a DAQ3 or below; or if two adjacent areas fail with less than -95 decibels per milliwatt (-95 dBm), and/or a DAQ3 or below, the GC will be required to pull separate plans and permit and install an IPSRES; In-Building Public Safety Radio Enhancement Systems; and/or
2. If there is less than 99 percent floor area radio coverage to all Critical areas, or less than 90 percent floor area radio coverage to all General building areas, the GC will be required to pull separate plans and permit and install an IPSRES; In-Building Public Safety Radio Enhancement Systems.

Rev. 10/30/2015

THE FOLLOWING INFORMATION IS PROVIDED FOR EXPLANATORY PURPOSES ONLY. THE NOTES BELOW CONTAIN MORE SPECIFIC INFORMATION AS IT RELATES TO THE COMMENTS YOU MAY HAVE RECEIVED IN YOUR SITE PLAN REVIEW FROM THE FIRE MARSHAL'S OFFICE.

FIRE DEPARTMENT ACCESS REQUIREMENTS

ADDRESS IDENTIFICATION

New and existing buildings shall have approved address numbers placed in a position to be plainly legible and visible from the street or roadway fronting the property. [NFPA 1:10.12.1.1]
The address shall be posted at the construction site upon the start of construction.

Address numbers shall contrast with their background. Numerals shall be not less than three inches in height for residential buildings, structures, or portions thereof, and at least six inches in height for all other buildings, structures, or portions thereof. [NFPA 1:10.12.1.2]

Where address identification is required by the fire official on other elevations of buildings, structures, or portions thereof, such numbers shall be not less than three inches in height for residential and at least six inches in height for all other buildings, structures, or portions thereof. [NFPA 1:10.12.1.2.1]

Address numbers shall be Arabic numerals or alphabet letters. [NFPA 1:10.12.1.3]

GENERAL DRIVE AISLES WIDTH AND HEIGHT

Drive aisles must be a minimum of 12 feet in width. [AHJ]

VERTICAL CLEARANCES FOR APPARATUS

Vertical clearances of 14 ft. minimum are required by AHJ.

FIRE APPARATUS ACCESS ROADS IDENTIFIED AND MARKED

Fire Apparatus Access Roads are required to be identified and delineated. [AHJ; 1:18.2]

WIDTH REQUIREMENT FOR FIRE DEPARTMENT ACCESS ROADS

Fire Department access roads shall have an unobstructed width of not less than 20 feet. [1:18.2.3.4.1.1]

WIDTH & SIGNAGE REQUIREMENTS FOR CURBSIDE VEHICLE PARKING IN FIRE DEPARTMENT ACCESS LANES

- Fire Department Access Roads 20 Ft. to 27 Ft. – “NO PARKING” Signs on both sides of the road.
- Fire Department Access Roads 28 Ft. to 35 Ft. – “NO PARKING” Signs on one side of the road
- Fire Department Access Roads 36 Ft. or greater – No signage required. [AHJ]

“NO PARKING” SIGNAGE, PAINTED CURBS AND / OR FIRE LANE STRIPING REQUIRED FOR FIRE LANES, FIRE DEPARTMENT ACCESS ROADS AND IN FRONT OF FIRE DEPARTMENT CONNECTIONS

Fire Lanes, Fire Department Access Roads and the areas in front of the fire department connections, shall be designated by yellow painting, striping, or markings on the curbs and roadways.

- Provide a curb detail note to indicate that all curbs are to be painted yellow.
 - All pavement markings shall be of thermoplastic paint.
 - Demonstrate that these areas are to be marked with freestanding signs with the wording, **“NO PARKING FIRE LANE BY ORDER OF THE FIRE DEPARTMENT”** or similar wording.
 - Such signs shall be 12 inches by 18 inches with a white background and red letters.
 - These signs shall be a maximum of seven feet in height from the roadway to the bottom of the sign.
 - These signs shall be within sight of the traffic flow and be a **maximum of 60 feet apart.**
- [1:18.2.3.5]

SURFACE COMPACTION

Demonstrate that the required Fire Department access road shall have a surface designed to:

- Accommodate fire apparatus with a minimum weight of 32 tons. [1:18.2.2.1.3]
- Have a surface suitable for all-weather driving capabilities. [1:18.2.2.5.2] – Examples: Turf Block, Concrete, Stone, etc.

OBSTRUCTION OF FIRE DEPARTMENT ACCESS ROADS

The required width of a fire department access road shall not be obstructed in any manner.
[1:18.2.4.1.1]

GATES REQUIREMENT

Where gates are utilized, provide a Knox entry system to allow Fire Department Access [1:18.2.2.1] (Obtain application from the Fire Prevention Bureau (954)893-5060)

TURNING RADIUS

Turning radii must be a minimum of 38 ft. inside radius and 50 ft. outside radius with a clear sweep of 12 ft. of drive aisle for all Fire Department access roads / lanes (Turning radius requirements for Rescue Apparatus Access areas is 26' outside radius and 14' inside radius)
[1:18.2.3.4.3]

When demonstrating Turning Radii, all parking spaces must be a minimum of 18' in length.

CUL-DE-SACS

Cul-de-sac turnarounds must be no less than 100 ft. in diameter.

DEAD ENDS

Dead-end fire department access roads in excess of 150 ft. in length shall be provided with approved provisions for the turning around of fire apparatus (Hammerhead “T” Turn-around, Cul-de-sacs, Alternative (Modified) “T” Turn-around, etc.). [1:18.2.3.4.4]

BUILDING ACCESSIBILITY FROM FIRE DEPARTMENT ACCESS ROADS

Any portion (furthest point) of any 1st Floor exterior wall must be:

- Not more than 150 ft. from Fire Department Access Roads – Un-sprinklered Buildings. [1:18.2.3.2.2]
- Not more than 450 ft. from Fire Department Access Roads – Sprinklered Buildings. [1:18.2.3.2.2.1]

DISTANCE TO EXTERIOR DOORS OF BUILDINGS FROM FIRE DEPARTMENT ACCESS ROADS

A single exterior door providing access to the interior of any building must be located within 50 feet of a fire department access road. [1:18.2.3.2.1]

BRIDGES

The bridge shall be designed for a live load sufficient to carry the imposed loads of fire apparatus with a minimum weight of 32 tons. [1:18.2.3.4.5.2]

LOAD LIMITS TO BE POSTED

Vehicle load limits shall be posted at both entrances to bridges, ramps and elevated roadways where required by the AHJ. [1:18.2.3.4.5.3]

GRADE

The angle of approach and departure for any means of fire department access shall not exceed 1 foot drop in 20 feet (5%), and the design limitation of the fire apparatus of the fire department shall be subject to approval by the AHJ. [1:18.2.3.4.6.2*]

FIRE HYDRANTS & FIRE PROTECTION APPLIANCES REQUIREMENTS

HYDRANT DETAIL REQUIREMENTS

Please provide fire hydrant detail in accordance with the following:

- The center of a hose outlet shall be not less than 18 inches above final grade, (or where located in a hose house, 12 inches above the floor) [24:7.3.3]
- The Steamer opening is to be 4 ½ inches in size with four (4) National Standard Threads per inch.
- All fire hydrants shall be "traffic type" to break-away upon impact.
- The fire hydrant main body valve shall open against the flow and shall close with the flow.

BLUE REFLECTIVE HYDRANT MARKERS

Provide one (1) blue double-reflective department of transportation type road marker (Roadway Pavement Marker (RPM)) to be adhered to the hard surfaces of the roadway in the middle of the lane nearest to, and directly in front of each newly installed fire hydrants. [AHJ]

IMPACT PROTECTION

Provide bollards consisting of three inch steel pipe buried at three feet deep, with three feet of height above ground level and spaced three feet apart, These bollards are to be filled with concrete and capped are acceptable. [24:7.3.5] [24:7.3.6] [13:8.15.1.3.2]

CLEARANCE REQUIREMENTS FOR FIRE HYDRANTS

Provide clearances of 36" in circumference around all fire hydrants. [1:18.5.3]

HYDRANT SPACING FOR COMMERCIAL PROPERTY

Hydrant spacing shall not exceed 350 feet linear separation (as the fire apparatus drives) for commercial properties (to also include apartment buildings, condominiums, townhouses, etc.) [24:7.2.1] [AHJ]

HYDRANT SPACING FOR PRIVATE RESIDENTIAL PROPERTY

Hydrant spacing shall not exceed 500 feet linear separation for residential one and two family dwellings. [24:7.2.1] [AHJ]

HYDRANTS TO BE 40' OR MORE FROM BLDGS.

Hydrants shall be located not less than 40 ft. from the building or wall hydrants shall be permitted to be used where approved by the AHJ. [24:7.2.4]

STANDPIPE SYSTEMS REQUIRED

Provide a Class I standpipe system in accordance with the provisions of N.F.P.A. 1, Section 13.2.2.2 and NFPA 14, where any of the following conditions exist:

- More than three stories above grade where the building is protected by an approved automatic sprinkler system.
- More than two stories above grade where the building is not protected by an approved automatic sprinkler system.
- More than 50 ft. above grade and containing intermediate stories or balconies
- More than one story below grade
- More than 20 ft. below grade

LOCATIONS OF SIAMESE FIRE DEPARTMENT CONNECTIONS

Fire department connections shall be located:

- On the street side of buildings.
- Where fully visible and recognizable from the street or nearest point of fire department apparatus accessibility.
- And arranged so that hose lines can be attached to the inlets without interference from nearby objects, including buildings, fences, posts, or other fire department connections. [14:6.3.5.1]
- Not more than 100 ft. from the nearest fire hydrant connected to an approved water supply. [14:6.3.5.4]
- On the same side of the roadway or fire lane as the nearest fire hydrant. [AHJ]
- Within three ft. (3') of the curb line of fire lanes, streets. [AHJ]
- In a place that will allow a space four feet (4') on both sides of the fire department connection centerline that must be kept open at all times.

SIGNAGE FOR FIRE DEPARTMENT CONNECTIONS

- The FDC must be identified as to the building (complete address) or portion of the building it serves. Provide a permanent tactile sign at the FDC to meet the above requirement. [14:6.3.5.3]
- A sign also shall indicate the pressure required at the inlets to deliver the system demand. [14:6.3.5.2.2]

- Each fire department connection shall be designated by a sign having raised letters, at least 1 inch in height, cast on a plate or fitting that reads "STANDPIPE", "STANDPIPE AND AUTOSPKR" or "AUTOSPKR AND STANDPIPE". [14:6.3.5.2]

BACKFLOWS REQUIRED (See NFPA 13, Chapter 15, Section A.15.1.8 & Handbook)

Provide a Backflow Prevention Assembly for the Fire Sprinkler System that meets the following requirements:

- All backflow preventors must be Accessible for service and maintenance [13:8.16.4.6]
- All backflow preventors must be Listed for fire protection service [24:5.4.2]
- All backflow preventors must be installed above ground [AHJ]

WATER SUPPLY REQUIREMENTS

PRIVATE FIRE SERVICE MAINS CONNECTION FROM WATERWORKS SYSTEMS

By P.I.V. [24:5.5] or Underground Gate Valve [24:6.1.5]

POST INDICATING VALVES TO BE LOCATED MIN. 40 FT. FROM BLDGS.

Post indicating valves shall be located not less than 40 ft. from buildings [24:6.3.3.1]

DISTRIBUTION SYSTEMS TO BE LOOPED

All distribution systems shall be designed to reduce the dead-end mains and provide a loop for new and existing mains.

FIRE SERVICE MAIN SIZE – 8"

Hydrant mains must be sized in accordance with the requirements of the Public Services Department (typically requiring a minimum 8" diameter), and must be able to accommodate the fire flow demand for the project but in no case can be less than 6" in diameter [24:7.1.1]

SPRINKLER SYSTEM REQUIRED

Buildings 3 or more stories in height and 3 or more units attached shall be equipped with a complete automatic fire sprinkler system. Completed engineered fire sprinkler drawings are required with construction document submittal. Please Note. [FBC 903.6.]



CITY OF DANIA BEACH

DEPARTMENT OF PUBLIC SERVICES

January 18, 2017

April 20, 2017

Engineering Comments

~~SP-003-16~~ SP-003-17

Wyndham Hotel (SR 84)

CEOR: Holland Engineering

1. This is to acknowledge receipt of post-development calculation however we need to see the pre-development calculations. Provide geotechnical report including percolation test to support k-value in the calculations. Report is available why can't this provided at this time, to validate your calculations?
2. Show current FEMA base flood elevation (BFE). Finished floor elevation (FFE) shall be one (1) foot above BFE. Elevation in NAVD.
3. Confirm that perimeter grading meets the 25-year storm event. Please review calculations provided, response does not match calculations.
4. Show all utility and drainage easements on site plan, if any.
5. The traffic study shows right-in only on the east driveway. Please revised drawings to coordinate with traffic study.
6. Show geometric dimensions on civil site plans. Sheet C-1 do not show any dimensions on the plan.
7. Show anticipated vehicles per day for each driveway connection based on traffic projection. Please annotate Sheet C-1 to show (vehicles per day) per ingress/egress. Make sure that driveways width meet FDOT Index 515.
8. Per Dania Code of Ordinances (Article 415 – Sidewalks and Swales), Owner is responsible for sidewalks and swale improvements within the road right of way. Provide a minimum 5 foot sidewalk on Gulfstream Road.

9. Show sight distance analysis using FDOT Index No. 546 at all points of egress. Must be reflected on landscape drawings as well. This must also be shown on Sheet LP-1.
10. Provide copy of FDOT Driveway Connection Permit. Provide copy of the pre-application approval.
11. Provide sections and details of at-grade driveways and at-grade parking areas.
12. In compliance with Article 805 of the City Code of Ordinances, applicant shall provide a projection water demand, and sewage and solid waste generation in tabular format. Demonstrate that recreation and open space level of service standard is met.
13. Traffic Impact Study: no further comments.
14. Provide drawing file (dwg or dgn) disk of the approved site plan in Florida State Plane Coordinate (NAD 83). This should be addressed as part of the final submittal.

***For ease of review, please reply to each line comment and
reference drawings or backup documents provided.***

Plans were reviewed in terms of scope and not in detail. Any signoff and/or approval from City staff shall not prevent the City from requiring correction of errors in the plans where such errors are subsequently found in violation of any law, ordinance, health, safety and welfare of the public, or other design issues. Responsibility for any submitted plans is under the "responsible charge" of the Engineer of Record (FAC 61G15-30).

WYNDHAM DANIA BEACH

Project #: SP-003-17; SE-004-17; VA-31-17; VA-32-17; VA-33-17

ADDRESS: 2460 W STATE ROAD 84

Zoning designation = C-3

FLU designation = Commercial

REVIEW COMPLETED BY Anne-Christine Carrie (954) 924-6805 X 3654

Lot size:

2ND Review

DATE: 4-27-17

Plating Required - must be Approved Prior to S.P. Approval.

REQUESTS:

Existing hotel to be modified with the addition of a full service restaurant, a larger lobby, accessory uses and a new building consisting of 100 rooms in 3 phases (SE & SP), and 3 variances to allow 6 stories and 73' in height (VA-31-17), reduced parking (VA-32-17), and a reduced VUA landscaped area (VA-33-17).

SPECIAL EXCEPTION:

1. Per Sec. 265-50 (#3), the existing number of parking spaces is lower than required by the current LDC. The additional uses and structures will increase the number of parking spaces required on the site. As such, the requirements of Sec. 630-50 (5) are not satisfied. Revise plans and justification statement. 2ND time requested.
- ~~2. Per Sec. 630-30, provide the existing use, zoning, and land use designations of lands within seven hundred (700) feet of the subject property.~~
- ~~3. Per Sec. 630-50 (4), revise justification paragraph to address the following:~~
 - ~~a. Per staff visit of the site, the current landscaping is in poor condition. Indicate how this will be remedied and prevented with the proposed improvements.~~
 - ~~b. Current landscaping does not screen the current and potential uses adjacent to the property. Indicate how this will be remedied and prevented from reoccurrence with the proposed improvements.~~

SITE PLAN

1. Survey shows 30' Right of Way dedication along the South property line. The Site Plan shows paved parking spaces and landscaping within this area. This R-O-W must be vacated prior to Site Plan approval. Per Article 655 of the LDC, a property must be replatted prior to a vacation, unless the City Commission waives the replat. Submit applicable applications. This comment will remain until addressed. 2nd time requested. *Will Provide Proof of Trans Action*
2. Sheet 100 shows additional land to be added per vacation of ROW. Provide application of plat and/or vacation.
3. In the Site Tabulations table on Sheet 101, revise property area dimension to reflect property size minus the ROW dedication at the South property line. Dedicated land cannot be used as private property for development.
4. On Sheet 101, remove proposed parking and landscaping from the dedicated ROW at the south property line on plans and in table.

- Variance For
Impervious -
Must Receive
City Eng. Approval
must be addressed
through
mitigation*
5. Per Sec. ~~215-130~~, maximum impervious area allowed in commercial zoning districts is 75%. Sheet 101 proposes over 83% with the pool. The variance application provided does not address the requirements of Sec. 215-130. Address the development alternatives identified in Sec. 215-130 (D) through (E) via waiver application, fee of \$500 and plan revision. 2nd time requested.

Per Sec. 215-130:

(D) *Pervious area credit. Installation of a "green roof" or "roof garden" can be counted as pervious areas as described in this Code. If a green roof or roof garden is utilized, fifty (50) percent of the improved area can be counted toward the required pervious area.*

(E) *Partial waiver of standard. Upon demonstration by an applicant that special conditions peculiar to the location or physical characteristics of a particular site are present, or that special conditions resulting from the design of existing facilities, project design, or surrounding land uses are present, the city commission may grant a waiver from the impervious area standards, subject to the following limitations:*

(1) *The volume of stormwater runoff that would be increased by granting the partial waiver shall be completely mitigated through design and construction methods, including but not limited to, underground stormwater storage vaults, French drains, green (landscaped) roofs that absorb stormwater, stormwater storage and reuse systems for irrigation, positive outfall systems, use of pervious ground stabilization systems where deemed appropriate by the city engineer, and other improvements to aid in the retention and filtration of stormwater runoff.*

(2) *If a waiver is granted, the impervious area shall not exceed eighty-five (85) percent for industrial uses, eighty (80) percent for commercial uses and seventy (70) percent for residential uses.*

6. PLATTING: Provide letter from Broward County identifying whether this property needs to be platted or replatted.

7. WATER: Identify projected water demand for the entire site.

8. The proximity to the airport will require FAA/BCAD review and approval. Contact William Castillo, Airport Planner with Broward County Aviation Department, located at 2200 SW 45 Street, Suite 101, Dania Beach, FL 33315, (954) 359-6100. *FAA received on 4/26/17*

9. PARKING: Revise plans to provide at least the minimum bike racks required by Sec. 265-51. *Variance?*

10. Per Sec. 265-50 (#3), indicate the total number of existing and provided parking spaces- for trucks and standard vehicles. 2nd time requested.

11. Per Sheet 101, the provided parking count is less than what is required for the proposed uses in accordance with Sec. 265-50 (#3). ~~This code provision must be addressed through redesign or submittal of an application for a variance. A variance request requires submittal of an application, an application fee of \$2,300 for each requested variance, and a written justification statement addressing the variance criteria identified in Sec. 625-40 of the City's LDC. This must be addressed with the next submittal.~~

a. Provide a parking study in support of the requested parking variance.

12. SIDEWALKS: ~~See City Engineer for sidewalk improvement requirements.~~ Indicate width of existing and proposed sidewalk on plans.

13. LOADING: Per Sec. 270-20, 1 loading space is required for the proposed improvements. Revise plans to show required and provided loading space, as well as the location and dimensions of such. 2nd time requested.

14. DUMPSTERS: Per Sec. 290-50 (F), All receptacles and bulk containers which temporarily store garbage, liquid waste or food from food handling operations including, but not limited to, bakeries, meat processing plants, or any business establishment where it is determined that garbage, liquid waste, or food will be accumulated, shall provide a raised concrete slab, a drain, and cleaning water facilities for such receptacles and containers and shall be constructed in accordance with the provisions of the Florida Building Code.
15. Must provide latest revised set of plans on disk in addition to the printed plans prior to going to public hearing.
16. Provide site plan and first floor plan for the existing buildings.
17. For any building 5 stories or greater, provide a shadow study identifying how adjacent properties will be affected.
18. Per Sec. 725-30, an impervious area is any area of land that has been modified to reduce its natural ability to absorb and hold rainfall. Any placement of any nonorganic material which prohibits penetration by liquids or other soluble materials results in the creation of an impervious area. Sheet 101 excludes the existing pool in the impervious calculation. Revise Site Tabulation to include the pool in the impervious calculation.
19. SIGNS: Provide copy of all signs for compliance review.
20. In the Building Areas Table on Sheet 101, please separate the square footage of the hotel's accessory uses by a) use type and b) by building. Indicate floor area on the floor plans.
21. Per Sec. 265-50 (#3), the gross floor area of all accessory uses to the hotel (office, business center, market, fitness center etc.) are to be included in the parking calculation. Provide missing measurements and revise the calculation for the required parking.
22. Second floor of proposed lobby identifies a living unit. Clarify this use and include it in the site data calculation.
23. Buildings facing a public street should be architecturally emphasized through entrance treatment, fenestration, and building details. Revise street frontage accordingly.
24. Plans indicate a Phase I and a Phase III, but no Phase II. Revise plans or clarify.
25. Per Sec. 220-10 & Article 205, buildings in the C-3 district may not exceed 40' (for 3 stories). Revise plans. Variance application received.
26. TRAFFIC STUDY: The applicant is to obtain a statement from the City Engineer stating that the submitted traffic study is complete and accepted prior to public hearing.
27. DUMPSTERS: Per Sec. 290-70 (G), indicate dumpster enclosure setbacks from property lines and street on plans.

NOTES:

- Application fee pays for only 2 reviews of the project. Additional review by staff will require additional payment.
- Continuous and on-going site inspections will be conducted by staff throughout the entire building process.
- FLOOD PLAN: Finished floor elevations, per Article 220-10(C) all structures shall be constructed with a lowest FFE of at least 1 foot above the 100 year flood elevation. Identify on plans.

- Prior to submittal of a building permit, please contact the Building Official (954-924-6085 X3650 to schedule a pre-application meeting.



Office of the City Manager

Date: June 7, 2018

To: Mayor Tamara James
Vice Mayor Bill Harris
Commissioner Chickie Brandimarte
Commissioner Bobbie H. Grace
Commissioner Marco A. Salvino

From: Robert Baldwin, City Manager

Subject: Beach Dune Stabilization

The Administration has been investigating courses of action to protect the City's investments at the beach and in light of recent severe erosion to the dune system, the matter has become more pressing.

The Beach Master Plan adopted by the City Commission in 2014 sought to create a better beach experience through aesthetic and practical design, increased activity spaces, and increased recreation opportunities. Just as important, the Master Plan is a resiliency plan as well, that protects the whole park by larger wider contiguous dunes, raising the parking area and constructing a seawall.

Phase I of the Beach Plan built new dunes and strengthened the existing dunes by closing the gap in the dunes, installing dune walk-overs, and landscaping the dunes. However, since last storm season, 70% of the dune's new landscaping improvements have been destroyed by tides, thereby weakening the dunes.

This past week staff, Commissioner Salvino and the City's consultant met with Nicole Sharpe, Natural Resource Manager for Broward County, to discuss the beach. Although Ms. Sharp, being under a cone of silence, could not discuss the Segment III Nourishment Project, options for dune and upland improvements were reviewed and in particular, the City's Beach Master Plan.

The Administration is recommending to move forward as quickly as possible with Phase II of Beach Master Plan which may include elements such as:

- Seawall
- Widened dune system achieved by retreating the dunes westward
- Reconfiguring and raising the parking area

The construction of these improvements would coincide with Broward County's Segment III Beach Nourishment Project.

The cost estimate for all elements of Phase II was estimated by EDSA in their Master Plan at Six Million Eight Hundred Twelve Thousand Ninety Five Dollars and Fifty Eight Cents (\$6,812,095.58). We will work to develop more concrete cost and financing options. Funding sources include Parking Fund Reserves, General Fund Reserves, and some form of borrowing.

Mr. Tyler Chappell of the Chappell Group will be available to discuss this project with the Commission at the June 12th Commission meeting.

RB/cd



CITY OF DANIA BEACH DEPARTMENT OF FINANCE MEMORANDUM

TO: Robert Baldwin

VIA: Colin Donnelly

FROM: Nicki Satterfield, Finance Director
Nicki Satterfield

DATE: June 7, 2018

SUBJECT: Parks & Recreation Programs and Non-Profit Organizations

Memo #: DFA-18-015

BACKGROUND

Finance has been requested to provide the relative options available to the City with regard to providing assistance with non-profit organizations, in particular with regard to the Recreation Department. It is important to recognize while the City may help support these organizations through either financial means or providing services, these organizations are distinct and separate entities from the City. These outside organizations maintain separate legal status with the State of Florida, the IRS and other federal institutions. Additionally, these organizations may be required to file annual reports or Federal Tax Return Form 990 (which is a tax return for non-profits). As such, it is imperative the City remain distinctly independent from both a financial perspective and public perception. For example, if a non-profit organization is economically dependent upon City funding for its purpose and financial support in order to function, there may be financial reporting implications requiring the City to report the entity as a component unit of the City in its financial statements. The Dania Beach CRA is an example of a component unit.

With regards to recreation programs the City previously and currently has helped support the following non-profit organizations:

Dania Beach Senior Citizens Club, Inc.
CW Thomas Youth Basketball Program, Inc.
MLK Charitable Corporation, Inc. (now inactive)
Dania Bears Athletic Club (now inactive)

As you are aware, last year the monetary donations for the Dania Bears and the MLK Charitable Corporation, Inc. were not granted by the City Commission. A new City program, the Dania Beach Dolphins, was developed under the complete administration of the Recreation Department. The new Gracefully Aging Senior Program is being administered in the same manner. Likewise, the MLK funding last year was completely administered by the Recreation Department. These programs are now 100% City programs and do not require an outside organization for administration or support.

The question has arisen over the past several weeks as to the City's ability to pay for filing fees and other related expenses for outside non-profit organizations. The City cannot pay an outside organization's expenses with City funds. All expenses paid by the City should be a direct City expenditure and all invoices should be made payable to the "City of Dania Beach".

Although well intended, paying the direct expenses of a private organization may create a conflict of interest for a governmental entity and could be perceived as a misuse of public funds. The Commission may also be put in a difficult position as other organizations may seek the same benefits.

OPTIONS FOR CONSIDERATION

Below are the options available to the City Commission with regard to Recreation Programs and Non-Profits:

Option 1: City programs are developed in-house under the administration of the Recreation Department. Recreation would be responsible for running the program, contracting with vendors, organizing the event, and responsible for all financial expenditures. If outside parties would like to “volunteer” to assist the Recreation Department this is acceptable as long as Recreation maintains full control of the program. **EXAMPLE:** GRACEFULLY AGING; DANIA BEACH DOLPHINS

Option 2: Independent non-profit organizations may be formed and apply through the City’s donation policy for monetary donations to support their endeavors. These donations would need to be approved by the City Commission. Organizations would detail to the City Commission their intent and use of funds. All funds would be payable directly to the organization. The funds can be used for filing fees, event costs, and any other expenses. All funds raised by the organization remain with the non-profit and should be completely discrete from the City and should not be construed as being a City solicitation. All vendors are contracted directly with the non-profit and all invoices and expenses are the responsibility of the non-profit. Should the City Commission determine the non-profit is not performing to City Commission expectations, further annual requests may be denied. This occurred last year when City Commission voted to deny the MLK Charitable Corporation, Inc. request.

EXAMPLE: 2017 MLK Charitable Corporation, Inc.; All other City Commission Charitable Donations (Funds are donated directly to non-profit)

Option 3: Independent non-profit organizations may be formed and apply for in-kind support through the use of City facilities and staff. This may be done in conjunction with the Recreation Department as part of the budget process. All funds are included in the Recreation budget and all expenses are controlled by the Recreation staff.

EXAMPLE: C.W. Thomas Youth Basketball League; Dania Bears

Option 4: The City may create its own distinct and separate event that runs congruent to a non-profit’s to enhance the organization’s event. For example, if an non- profit organization wants to hold a Fourth of July Carnival and the City would like to enhance the event by providing Fourth of July Parade on the same day, this would be permissible as long as the events are financially discrete and separate with each entity utilizing its own vendors and paying their own invoices.

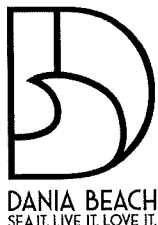
EXAMPLE: 2018 City Funded MLK Event held same day as 2018 MLK Charitable Corporation, Inc. Event

SCHOLARSHIPS

The topic of non-profits utilizing donated funds towards scholarships has also been discussed. This is permissible if the funds donated by the City were not designated for a specific purpose. The non-profit would be solely responsible for establishing the scholarship criteria and awarding the scholarships.

Alternatively, a separate outside organization may form a non-profit Scholarship Fund. City funds could be donated directly to the scholarship fund which would be solely responsible for establishing the scholarship criteria and awarding the scholarships.

EXAMPLE: Chris Hixon Athletic Scholarship Fund Corporation.



MEMORANDUM

DATE: June 7, 2018
TO: Robert Baldwin, City Manager
FROM: Marc LaFerrier, AICP, Director of Community Development
SUBJECT: Vacation Rentals

In recent months the City has received complaints regarding vacation rentals (i.e. AirBnb, VRBO) in our neighborhoods. These complaints have been investigated and compliance action is in process.

This memo is intended to provide information and an update on the City's increased enforcement action on vacation rentals as well as, providing background information on the City's regulations and applicable state laws.

BACKGROUND

- On May 6, 2011 HB 833 was passed by the State Legislative preempting municipalities from regulating vacation rentals unless a local ordinance is adopted prior to June 1, 2011.
- The City's attorneys prepared a draft ordinance to regulate vacation rentals in accordance with HB 833
- The City Commissioner conducted special meetings on May 20, 2011 and May 31, 2011 to adopt the City's current "Vacation Rental" regulations (attached)

SUMMARY OF THE CITY'S VACATION RENTAL REGULATIONS

- **Applicability:** Ordinance regulations on vacation rentals on single-family homes, duplexes, triplexes, and fourplexes. The ordinance Does not apply to multi-family buildings. All vacation rentals are required to comply with the ordinance and receive a Vacation Rental Certificate. Operating a vacation rental or advertising a vacation rental without a Vacation Rental Certificate is a violation of the code and subject to enforcement.
- **Duration of Stay:** Minimum length of stay at a vacation rental is five (5) days and the maximum is thirty (30) days
- **Maximum Occupancy:** Shall not exceed two (2) persons per bedroom with a maximum of ten (10) persons and shall not violate any maximum occupancy regulations. All occupants and vehicles must be registered with the agent.

- **Vehicles and Trash Receptacles:** Occupants shall only park in designated and approved spaces. Trash receptacles must be adequate, designated, and approved
- **Agent:** Each vacation rental must have a responsible agent registered with the City and must be available on site within three (3) hours of notification by the City at all times. The agent must sign an affidavit that the agent has read the applicable code and that the occupants have copies of the same
- **Application:** A detailed application with plans, documents and affidavits are required for reviews and approval. In addition, the applicant must submit proof of compliance with the Florida Tax and Revenue Act and the Florida Public Lodging Act. A flow chart of the process is attached
- **Inspections:** The vacation rental unit is subject to inspections by City for applicable minimum housing standards, zoning codes, building codes and fire safety code. The unit must pass all inspections. The inspections and approvals are required annually.
- **Approval:** After all documentation and requirements are verified and the vacation rental unit passes all inspections, a Vacation Rental Certificate is approved and the unit is approved for occupancy. The certificate expires one (1) year after issuance. The Vacation Rental Certificate must be re-applied and approved with the same process annually.
- **Monitoring and Compliance:** The agent is required to monitor the vacation rental unit at least weekly. The City may suspend or revoke a Vacation Rental Certificate if the unit or activities are in violation of the code. Any appeals to a revocation are subject to a public hearing before the City Commission.

ENFORCEMENT UPDATE

- **Task Force:** BSO Police and Fire, Code Compliance, Building Code and Zoning staff have formed a Task Force to review applications, conduct inspections, monitor compliance and respond to complaints.
- **Activity to Date:** Properties subject of complaints – 3
Properties subject of active enforcement – 11
Active Code Cases – 6
Active Applications - 5
- **Proactive Investigations:** Researching, investigating and processing vacation rental applications and violations are significantly labor intensive efforts for staff. In order to assist and organize the City's proactive efforts the City has contracted with a company that provides research services to document active vacation rentals in the City. Staff has been coordinating the startup of the services and expects the service to be on-line in July. Once on-line the City will receive a list of all active vacation rentals that are advertised in the City. This list will be used to initiate code cases and monitor compliance.

Sec. 16-2. - Vacation rentals.

- (a) *Applicability.* This chapter shall apply to a vacation rental, as defined in section 16-1, of a single-family dwelling, a two-family dwelling, a three-family dwelling, or a four-family dwelling. This chapter shall not apply to vacation rentals within a multi-family residential building, or a group of multi-family residential buildings, which includes more than four (4) individual dwelling units within such building or group of buildings.
- (b) *Vacation rentals prohibited unless in compliance with this chapter.* No person shall rent or lease all or any portion of a dwelling unit as a vacation rental as defined in section 16-1 without first (i) obtaining a business tax receipt from the city pursuant to chapter 15 of the Code, and (ii) complying with the regulations contained in this chapter. No person shall allow occupancy or possession of all or any portion of a dwelling unit as a vacation rental if the dwelling is in violation of any zoning, building, housing, density, life/safety and fire codes or regulations.
- (c) *Prohibition.* No person shall allow occupancy or possession of all or any portion of a dwelling unit as a vacation rental for fewer than five (5) consecutive days.
- (d) *Vacation rental certificate.* Any property owner, who wishes to use his or her dwelling unit as a vacation rental, must first apply for and receive a vacation rental certificate from the city, and renew the certificate annually for as long as the unit is used as a vacation rental. Each dwelling unit used as a vacation rental requires a separate vacation rental certificate. An annual certificate fee shall be paid for each dwelling unit certified as a vacation rental, in an amount to be determined by resolution of the city commission, to cover the costs of administration of the certificate and inspection program. Failure to comply with any of the requirements of this section shall be grounds for revocation or suspension of the certificate, in accordance with the requirements contained herein.
- (e) *Application for a vacation rental certificate.* Each property owner seeking a vacation rental certificate, or renewal of a vacation rental certificate, shall submit an application in a form specified by the city manager or designee, along with an application fee in an amount to be determined by resolution of the city commission. At a minimum, the application shall include all of the following:
 - (1) The name, address and phone number of the owner(s) of record of the dwelling unit for which a certificate is sought;
 - (2) The address of the unit to be used as a vacation rental;
 - (3) The name, address and phone number of the designated vacation rental agent;
 - (4) The owner's sworn acknowledgement that he or she has received a copy of this chapter, has reviewed it and understands its requirements;
 - (5) Proof of compliance with F.S. Chs. 212 (Florida Tax and Revenue Act) and 509 (Public Lodging Establishments), and Rules 69A-43 (Uniform Fire Safety Standards for Transient Public Lodging Establishments) and 69A-60 (the Florida Fire Prevention Code), Florida Administrative Code, where applicable;
 - (6) A copy of the city's inspection report;
 - (7) A sketch of the vacation rental property's floor plan and site, including parking areas;
 - (8) The number and location of designated parking spaces legally available for occupants of the vacation rental, excluding public parking spaces;
 - (9) An indication of whether pets will be allowed in the vacation rental;
 - (10) The owner's agreement to use his or her best efforts to assure that the vacation rental use of the dwelling unit will not disrupt the residential character of the neighborhood, and will not interfere with the rights of neighboring property owners to the quiet enjoyment of their residences; and

- (11) Any other information that this section, or any rules and procedures for implementation of this section, requires the owner to provide to the city as part of application for or renewal of a vacation rental certificate.

(f) *Inspections/Re-inspections of vacation rentals.*

- (1) An inspection of the dwelling unit for compliance with zoning, building, housing, density, life/safety and fire codes or regulations is required prior to issuance of a vacation rental certificate. If violations are found, all violations must be corrected and the dwelling unit must be re-inspected prior to issuance of the vacation rental certificate as provided herein. A combined inspection can be requested for purposes of the business tax receipt and the vacation rental certificate for the vacation rental unit.
- (2) Dwelling units used for vacation rentals must be properly maintained and must be re-inspected annually.
- (3) If the inspector(s) has made an appointment with the property owner to complete an inspection, and no adult person was at the dwelling unit to admit the officer at the scheduled time, the applicant shall be charged a "no show" fee in an amount to be determined by resolution of the city commission to cover the expense incurred by the city.
- (4) If the inspector(s) is denied admittance by the property owner, or if the inspector(s) fails in at least three attempts to complete an initial or renewal inspection of the dwelling unit because there was no adult person present to admit him or her, the inspector(s) shall provide notice of failure of inspection to the property owner by certified mail or other legal service to the address shown on the existing vacation rental certificate or the application for vacation rental certificate. Within ten (10) days after receipt or refusal of such notice, the property owner shall arrange for the inspector(s) access to the dwelling unit for the completion of the required inspection.

(g) *Code violations.*

- (1) If an owner of a dwelling unit used for vacation rentals has been cited and found to be in violation of a zoning, building, housing, density, life/safety or fire code or regulation by the county court or code enforcement special magistrate, the order of the court or special magistrate shall include payment of an administrative fee for each required inspection or re-inspection of the dwelling unit in an amount to be determined by resolution of the city commission. The required inspection fees shall be included as part of the administrative costs assessed by the city and shall be included in any liens filed by the city.
- (2) Each day of renting a dwelling unit for vacation rental use without having a vacation rental certificate shall constitute a separate and distinct violation of this section.

(h) *Vacation rental agent.*

- (1) The property owner shall designate a vacation rental agent on its vacation rental certificate application or renewal, and provide the agent's name, address and phone number. The property owner may serve as the vacation rental agent. Alternatively, the owner may designate as his or her agent any natural person 18 years of age or older, who is (i) customarily present at a business location within the city for the purposes of transacting business, or (ii) actually resides within the city. In order to be designated a vacation rental agent, a person must first present the city with written certification that he or she agrees to perform the duties specified in subsection (2) below.
- (2) The duties of the vacation rental agent are to:
 - (i) Be available at the listed phone number twenty-four (24) hours a day, seven (7) days a week to handle any problems arising from the vacation rental use; and
 - (ii) Be able and willing to come to the vacation rental dwelling unit within three (3) hours following notification from the city of issues related to the vacation rental; and
 - (iii) Receive service of any notice of violation of this chapter; and

- (iv) Monitor the vacation rental dwelling unit at least weekly to assure continued compliance with the requirements of this chapter.
- (3) Vacation rental agent status may be suspended or revoked by the city manager if a vacation rental agent fails to perform any of the above-listed duties, after proper notice and hearing. The city shall maintain a written record of its contacts with vacation rental agents, including a notation of whether the agent responded within the three (3) hours and how the issue was resolved.
 - (i) *Suspension.* The city manager may suspend a person's vacation rental agent status for any or all vacation rental property in the city for minor violations for a period of time not to exceed three (3) months, or until certain conditions have been complied with or violations cured.
 - (ii) *Revocation.* The city manager may revoke a person's vacation rental agent status for all vacation rental property in the city for major or repeated violations. After revocation of a property owner's vacation rental certificate, the owner shall not reapply for a vacation rental agent status for any vacation rental property in the city until the basis for the revocation has been resolved and in no event prior to six (6) months following the date of revocation.
- (4) An owner may change his or her designation of a vacation rental agent temporarily or permanently; however, there shall only be one (1) vacation rental agent for each vacation rental property at any given time. To change the designated agent, the owner shall notify the city in writing of the name, contact information and certifications required in (h)(1) above for the new vacation rental agent and pay the applicable fee, if any, determined by resolution of the city commission. Any notice of violation or legal process which has been delivered or served upon the previous vacation rental agent, prior to the city's receipt of notice of change of the vacation rental agent, shall be deemed effective service.
- (5) It shall be the sole responsibility of the property owner to appoint a reliable vacation rental agent and to inform the agent of his or her correct mailing address. Failure to do so shall not be a defense to a violation of this section. No property owner shall designate as a vacation rental agent any person who does not expressly comply with the provisions of this section. The property owner or the vacation rental agent shall be deemed to be the "violation" of this section as the term is used in F.S. § 162.06. Service of notice on the vacation rental agent shall be deemed service of notice on the property owner, tenant and violator.
- (6) A person may serve as a vacation rental agent for one or more vacation rental property owners if:
 - (i) The agent provides the city with written authorization from each owner represented; and
 - (ii) Each authorization must state that the owner has received a copy of, has reviewed and understands this section; and
 - (iii) Each owner must sign the authorization and acknowledge the requirements of this section.
- (i) *Vacation rental occupants.*
 - (1) Maximum occupancy of a dwelling unit for vacation rental use shall not exceed two (2) persons per bedroom plus two persons, but in no event shall the total occupancy of any single vacation rental dwelling unit exceed ten (10) persons or violate the minimum housing standards of chapter 8 "buildings" of this Code.
 - (2) The occupant(s) of each vacation rental dwelling unit should receive a written copy of this chapter and the city's pet, noise, and trash regulations.
 - (3) The written agreement between the property owner and the occupant(s) should specify all of the following:
 - (i) The name of all persons who will be occupying the unit;

- (ii) The license tag numbers for all vehicles that the occupant(s) will be parking at the unit, with a total number not to exceed the number of legal parking spaces at the unit, as designated on the vacation rental certificate;
 - (iii) The occupant(s)' agreement to abide by all the requirements of this section, and acknowledgement that his or her rights under the agreement may not be transferred or assigned to anyone else without a new agreement being entered into between the new occupant(s) and the owner; and
 - (iv) The occupant(s)' acknowledgement and agreement that violation of the agreement or this section may result in immediate termination of the agreement and eviction from the vacation rental unit by the owner or resident agent, and potential liability for payment of fines levied by the city.
- (4) Occupants may only park in the spaces designated on the vacation rental certificate sketch.
- (5) All occupants must evacuate from the vacation rental upon posting of any nonresident evacuation order.
- (j) *Vacation rental dwelling unit.*
 - (1) There shall be posted, in the unit on or within ten (10) feet of the front door, all of the following information:
 - (i) The name, address and phone number of the vacation rental agent;
 - (ii) The maximum occupancy of the unit;
 - (iii) The maximum number of vehicles that can be parked at the unit, along with a sketch of the location of the parking spaces;
 - (iv) The days of trash pickup, and a notice that trash shall not be left or stored outside the unit except after 6:00 pm on the day prior to pickup, and the trash containers shall be removed from the curb no later than 6:00 pm on the day of pickup;
 - (v) The location of the nearest hospital and police station;
 - (vi) A legible copy of the vacation rental certificate;
 - (vii) A legible copy of this chapter; and
 - (viii) A legible copy of the agreement between the owner and the vacation rental occupant(s), for the duration of the rental period covered by that agreement.
 - (2) Each vacation rental unit must contain the covered trash container(s) provided by the city's waste hauler. Placement of trash container(s) for curbside pickup shall be in compliance with city regulations.

(Ord. No. 2011-017, § 2, 5-31-11)

Sec. 16-3. - Revocation, suspension or transfer of vacation rental certificate.

- (a) Violation of section 16-2, after proper notice and hearing, shall provide a basis for revocation or suspension of a vacation rental certificate.
 - (1) *Suspension.* The city manager may suspend the vacation rental certificate for a specific period of time not to exceed six (6) months, or until certain conditions have been complied with or violations cured.
 - (2) *Revocation.* The city manager may revoke the vacation rental certificate. After revocation of a property owner's vacation rental certificate, the owner shall not reapply for a vacation rental certificate for any dwelling unit in the city until the basis for the revocation has been resolved and in no event prior to six (6) months following the date of revocation.

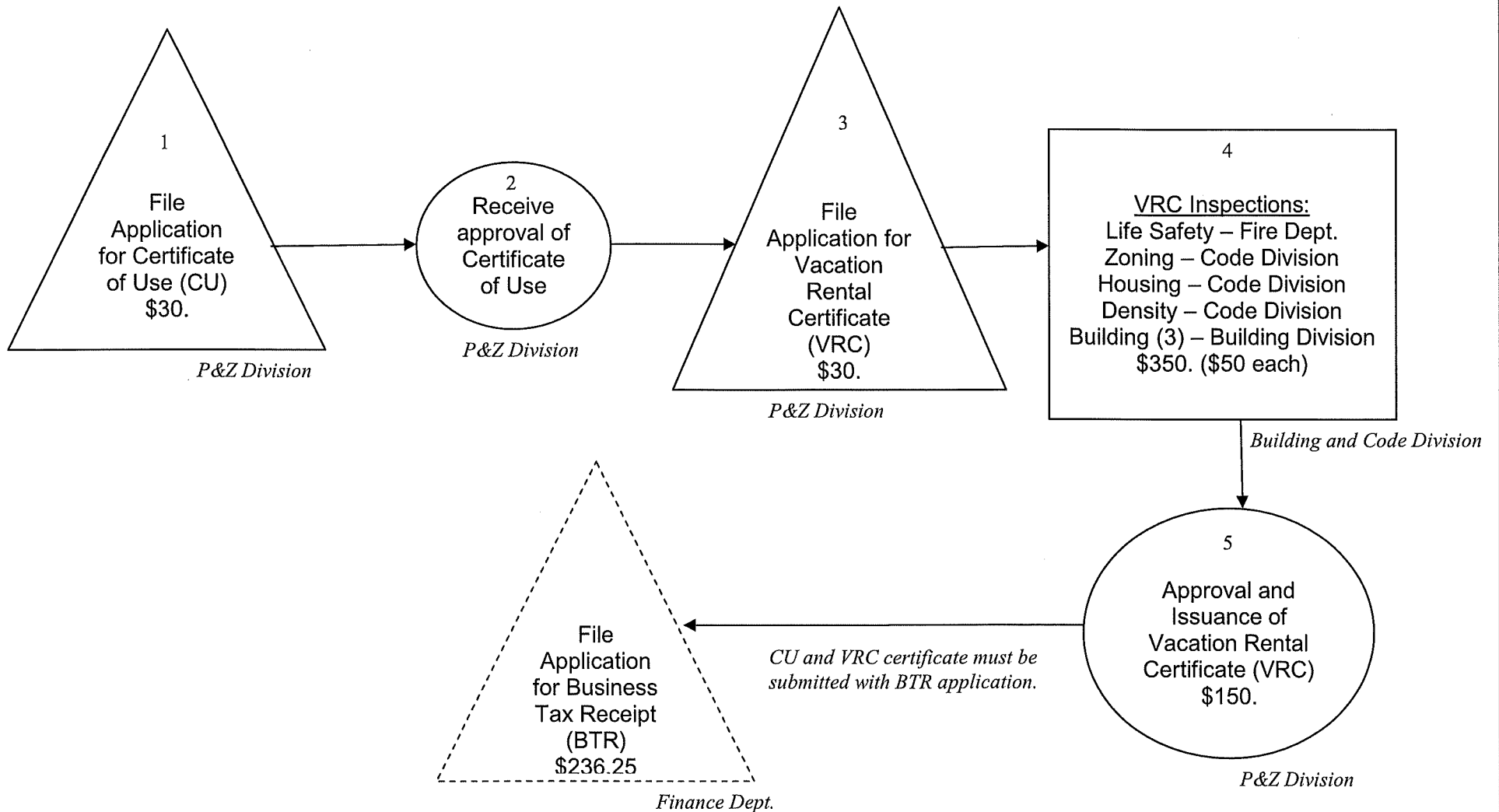
- (3) *Penalty.* If the property owner, after such revocation or suspension, thereafter continues to allow vacation rental use of the dwelling unit, each day of continued use shall be a continuing violation subject to a fine up to the maximum permitted by law per day, which fine shall result in a lien upon the vacation rental dwelling unit or other property of the owner as otherwise provided in this Code.
- (b) *No limitation of remedies.* Nothing in this chapter shall limit the city from enforcement of its Code, state or federal law by any other legal remedy available to the city. Nothing in this chapter shall be construed to limit or supplant the power of the inspector(s), code enforcement officer or code enforcement special magistrate under the city's ordinances, rules and regulations and the authority granted under state law, to take necessary action, consistent with the law, to protect the public from property which constitutes a public nuisance as defined under state law or the city's ordinances, codes or regulations or to abate a nuisance by any other lawful means or proceedings.
- (c) *Sale or transfer of dwelling unit used for vacation rentals.* Whenever a dwelling unit used for vacation rentals is sold or otherwise changes ownership and the new owner desires to use the unit for vacation rentals, the new owner must, prior to allowing any vacation rental use of the unit:
- (1) Schedule and obtain an inspection of the dwelling unit with the code compliance unit; and
 - (2) Apply for a vacation rental certificate for the vacation rental use.
- (d) *Rules and procedures.* The city manager or designee may create rules and procedures to assist in the implementation of this chapter, including but not limited to a timeline and procedure for all existing vacation rentals to apply for and obtain their first vacation rental certificate pursuant to this chapter in a manner consistent with available staff resources.
- (e) *Appeals.* A revocation or suspension of the vacation rental certificate, or of vacation rental agent status, by the city manager may be appealed to the city commission, as provided in this subsection.
- (1) *Applicability.* The owner of vacation rental property may file an appeal of a revocation or suspension of a vacation rental certificate. A person may file an appeal of a revocation or suspension of his or her vacation rental agent status.
 - (2) *Filing of appeal.* The appeal shall be filed within thirty (30) days of receiving notice of the revocation or suspension by certified mail, in a form specified by the city and accompanied by an application fee in an amount to be determined by resolution of the city commission. Failure to file an appeal within thirty (30) days shall constitute a waiver of all rights to appeal the revocation or suspension.
 - (3) *Notice and scheduling of appeal hearing.* The public hearing on the appeal shall be scheduled for the first available city commission meeting following completion of the city's review and evaluation of the application or such other time as is mutually agreed upon between the applicant and the city manager. If the appeal involves a vacation rental certificate, the property owner shall be responsible for providing mailed notice of the hearing to all property owners located within three hundred (300) feet of the vacation rental property.
 - (4) *Appeal hearing.* At the public hearing, the city commission shall consider the appeal application, the relevant support materials, the city manager's recommendations, and public testimony given at the hearing. If, at any time during the public hearing, the city commission determines that the appeal is based upon incomplete or inaccurate information or misstatements of fact, it may deny the appeal or refer the application back to the city manager for further review and revised recommendations. The city commission shall presume the original decision of the city manager was correct, and shall only overturn such decision where there has been an error of fact or law. At the close of the public hearing, the city commission, by not less than a majority of the quorum present, shall approve a resolution granting, granting with conditions, or denying the appeal.
 - (5) *Judicial relief.* The applicant, or any aggrieved person who has opposed the appeal at the public hearing, may appeal the decision of the city commission by filing a petition for writ of

certiorari in the circuit court in and for Broward County, in accordance with the procedures provided by the Florida Rules of Civil Procedure and the Florida Rules of Appellate Procedure.

(Ord. No. 2011-017, § 2, 5-31-11)

Vacation Rental Process:

(ie: Air B&B, VRBO)



*Vacation Rental Certificate expire annually. Applicants must re-apply each year for a new Vacation Rental Certificate (VRC).

**All fees for the CU, VRC and inspections are collected upfront.

***Code will track & monitor the renewals of existing VRC properties.



**CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT**

DATE: June 12, 2018

TO: Robert Baldwin, City Manager

FROM: Marc LaFerrier, AICP, Director of Community Development 

SUBJECT: Fire Safety Plan Review/Inspections and related fees

Applications for land development approvals have significantly increased in recent years. Therefore, related permit and construction activities have also increased. In response to the increased construction activity, the City has taken several steps to ready the Community Development Department's personnel, processes and services to properly respond to the additional work load. The fire plan review and inspection process are an integral component of the development review and construction process. This agenda item and memorandum provides recommendations to further improve the land development processes in Dania Beach as it relates fire plan review and inspection services.

Florida's State Statutes and the City's Code of Ordinances require that site development, building construction and building occupancy comply with certain fire suppression and life safety regulations. These responsibilities are administered during DRC review, the building permit/inspection process and the annual inspection commercial and multi-family properties. The fire safety plan review and inspection services are provided by the Broward County Sheriff Office (BSO).

Currently, the Broward Sheriff's Office (BSO) has two (2) plans examiner/inspector for new and one and a half (1.5) fire inspectors for annual from of the Fire Marshal's Office assigned to Dania Beach. The services provided by BSO have been timely, responsive and complete. However, in order to provide the timely services necessary to the development community, BSO has shifted priorities and personnel to new construction plan review and services. The demand for the new construction services ultimately increases the fire safety annual inspections for new business tax receipts (BTRs). It is also anticipated that the increase in this activity will continue and additional fire safety inspectors are needed to provide the services required.

As a result of the Administration's discussion with the Commissioners last fall, City staff has been working with BSO and the cost/revenue data to prepare an updated proposed fire fee schedule and the process to assign additional BSO fire safety inspectors to the City. City staff has analyzed the current fire fee schedule and the related service costs and revenues. The findings of the data analyzed indicate the City's current fire fee schedule is not adequate to support the required services. The City's current fire plan review and inspection fees do not, like other permit fees, recover the costs of the services provided. Furthermore, the deficit of revenues to expenditures will increase as

construction and inspection activity increases. In order to provide the current level of services needed for the increase of new construction and businesses, additional staff from the Fire Marshal's Office will be needed, which will result in a further increase to deficit costs to the City. It is estimated approximately only 50% of the cost to provide fire plan review and inspection services is funded by the City's current fire fees. The remainder of the costs are funded by the citizens and business of the City through the General Fund. The following is a table that provides information delineating the costs to provide the contractual services from BSO Fire Marshal's Office and the revenues to cover these costs for the previous (5) years.

	Total Cost Contractual Services	Fire Fees Revenues	General Fund Revenues	% of Cost Funded by Fire Fees
2012-2013	\$642,786*	\$370,733	\$272,053	42%
2013-2014	\$674,926*	\$394,840	\$280,086	41%
2014-2015	\$708,673*	\$394,632	\$314,041	44%
2015-2016	\$743,540*	\$356,464	\$387,076	52%
2016-2017	\$782,888	\$374,107*	\$408,781	52%

*reflects estimates based on BSO annual increases

In order to provide timely and complete development services to the large scale projects (Dania Pointe, Griffin Pointe, AquaBella, etc). while maintaining quality services to our remaining customers, the administration and BSO recommends the City update and amend its fire fee schedule. The revised fee schedule will reflect the cost of providing the required services and reduce the need to supplement the services with General Fund revenues. The additional revenue from the updated fire fees will enable the City to offset the costs of the additional fire safety plans examiners and inspectors necessary to properly provide for the fire safety services as required. Two (2) additional fire safety BSO personnel are needed at this time to handle the heavy workload related to new construction and BTR inspections. It is estimated that the two additional fire safety personnel will cost approximately \$300,000 per year.

The updated fire fee schedule ordinance and resolution can be proposed at the upcoming June/July City Commission meetings. BSO will also initiate the process to assign additional fire safety staff to the City. Staff has prepared a draft Fire Safety Plan Review and Inspection Fee Schedule consistent with the costs/revenue analysis. The draft fee schedule has also been compared to other jurisdictions in Broward County for equity. Furthermore, the draft fees reflect a similar approach as our building permit fees for small projects and businesses, such that these fire fees are minimized in order to make the fire safety services more affordable to small business owners and projects. For information, the draft resolution for the proposed updated and amended fire fee schedule is attached.

RESOLUTION NO. 2018-__

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 11, ENTITLED "FIRE PROTECTION AND PREVENTION", ARTICLE III, ENTITLED "FIRE PREVENTION", SECTION 11-46.1, ENTITLED "ESTABLISHMENT OF FEES", OF THE CITY CODE OF ORDINANCES, AMENDING THE FIRE SAFETY INSPECTION FEE SCHEDULE; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach, Florida, is authorized by state law to enact user fees commensurate with the cost to the City of providing services, in such amounts as are necessary for the conduct of municipal government and affairs; and

WHEREAS, it is in the best interest of the City that large scale development projects be processed for permits and inspections in an expedited manner impacting the processing of day to day permit applications; and

WHEREAS, the City of Dania Beach Code of Ordinances, pursuant to Section 11-46.1, "Fire Prevention" of Chapter 11, "Fire Protection and Prevention", provides for the establishment of fire safety inspection and plan review fees; and

WHEREAS, the cost of plan review, administration and inspection services should be borne by the users benefiting from the services; and

WHEREAS, the City wishes to incorporate a fee schedule established by Resolution a fee adequate to partially offset the cost for fire safety plan review and inspections services, and

WHEREAS, the fees contained in this Resolution have been developed to properly accommodate the costs for providing plan review, permitting, fire safety inspection services, and advisory services provided to citizens and contractors; and

WHEREAS, the Director of Community Development and Broward Sheriff Fire Marshal's Office believes that it is in the best interest of the citizens and residents of the City of Dania Beach to approve the recommended fee schedule:

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

Section 1. That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct, and they are made a part of and incorporated into this Resolution by this reference.

Section 2. That a revised and updated fee schedule is adopted as follows:

FIRE SAFETY INSPECTION AND PLAN REVIEW FEE SCHEDULE

The following fees are established for the permits, certificate of use inspections, certificate of occupancy inspections, annual fire safety inspections, re-inspections and tests performed under the provisions of this chapter:

Plans Examination Fees:

1. Plans Examination Fee Schedule (includes development review, all new construction, additions, alterations, remodeling, renovations, retrofits, fire sprinkler systems, fire alarm systems, other fire protection systems and similar type work which requires permits).

- a. Plan Review Fees for Site and Plat Development

- i. Fees for Site and Plat Development Review Services shall be as follows:

1. Final Plat Review ... 560.00
 2. Variance Approval Requests ... 150.00
 3. Site Development Plan Review ... 1,120.00
(Includes two (2) review cycles as defined by the City of Dania Beach Community Development Department)
 4. Re-examination of Plat / Site Plans due to correction, amendments, change or alteration beyond the two review cycles included with the original submittal, per plans examination ... 200.00

- ii. Fire protection review for developmental order approval for one and two-family dwellings, triplexes and quadplexes ... 200.00

- b. Plan Review Fees for Permit:

- i. Miscellaneous minor plans examination as determined by the Fire Plans Examiner (Examples include but are not limited to fences, paving, tents, dumpsters, gates, signs, etc.) ... 75.00
 - ii. Minimum fee for plans other than those considered minor by the Fire Plans Examiner ... 150.00
 - iii. Plans examination fee per sq. ft. (includes all structural life safety reviews for new construction, additions, alterations, remodeling, renovations and similar type work requiring a permit) ... 0.036
Minimum Fee ... 150.00
 - iv. Plans examination fee. (fire alarms and sprinkler systems) ... 0.036 per sq. ft

- Minimum Fee ... 150.00
- v. Pre-application plan review (each review or re-review) based on time consumed, fee per hour or fraction thereof (exception by administrative approval only) ... 150.00
- vi. Plans to be re-examined ... 50% of original fee (subsequent reviews following the initial allowable re-review that are noncompliant)
- c. Plan Review Fees for Fire Protection Systems and Other Special Systems:
 - i. Fire Standpipe System (wet/dry) stand-alone plans only, not part of a sprinkler plan set system ... 300.00
 - ii. Early warning system or devices, first twelve (12) devices (includes smoke, heat and fire detection devices) ... 300.00
Each additional device ... 1.00 (NEW)
 - iii. Special Hazard Extinguishing System ... 300.00
 - iv. LP Gas or Compressed Gas System ... 300.00
 - v. Fire Pumps (each pump) ... 300.00
 - vi. Smoke Control System (Smoke management / evacuation, etc.) ... 600.00
 - vii. Emergency Generator (all types) ... 300.00
 - viii. Pre-application plan review (each review or re-review) based on time consumed, fee per hour or fraction thereof (exception by administrative approval only) ... 150.00
 - ix. Plans to be re-examined ... 50% of original fee (subsequent reviews following the initial allowable re-review that are noncompliant)

New Construction Inspections and Fire Protection Systems Testing and Verification Fees:

2. New Construction Inspections

- a. Miscellaneous minor inspections as determined by the Fire Plans Examiner (Examples include but are not limited to fences, paving, tents, dumpsters, gates, signs, etc.) ... 100.00
- b. Commercial, industrial, business, storage, assembly, warehouses, mercantile and all others not listed above or below
 - i. Minimum fee (up to 2,500 sq. ft.) ... 200.00
 - ii. 2,501 sq. ft. to 5,000 sq. ft. ... 300.00
 - iii. Fee per 1,000 sq. ft. exceeding the first 5,000 sq. ft. ... 20.00
- c. Condominiums / apartments, hotels, motels, time shares:
 - i. 3--10 units ... 200.00
 - ii. 11--24 units ... 300.00
 - iii. 25--99 units ... 400.00
 - iv. 100--199 units ... 600.00
 - v. 200+ units ... 1,000.00

- d. Place of assembly used solely by a not-for-profit organization listed with the city . . . No charge
 - e. Hospitals, Nursing homes, Adult congregate living facilities, community- based substance abuse facilities, day care centers (adult and child), nursery schools
 - i. Minimum fee (up to 2,500 sq. ft.) . . 300.00
 - ii. 2,501 sq. ft. to 5,000 sq. ft. . . . 400.00
 - iii. Feet for each 1,000 sq. ft. or portion of such area exceeding the first 5,000 sq. ft. . . . 30.00
 - f. All other inspections not identified in this section of the of the fees required for a certificate of occupancy, a business tax receipt or both shall be charged at the periodic inspection rate, to be paid at the time of permit issuance.
 - g. Re-inspection fee for a “not ready” or non-compliant condition ... 180.00
3. Fire Protection Systems – Testing and Verification Inspection Fees
- System Testing and Verification Inspection Fees (Includes all new and existing systems: all fees shall be paid prior to testing, inspections, retesting and re-inspection)
- a. Fire sprinkler system (Fee for Acceptance Inspection and Test Verification Only):
 - i. Underground Rough / Pressure Test ... 300.00
 - ii. Aboveground Rough / Pressure Test ... 300.00
 - iii. Fire Sprinkler Final Inspection / Test
 - 1. (Minimum) ... 300.00
 - 2. Fee for each 1,000 Sq. Ft. or portion of such area of gross floor area up to 50,000 Sq. Ft. ...15.00
 - 3. Fee for each 1,000 Sq. Ft. or portion of such area of gross floor area exceeding 50,000 Sq. Ft. ... 10.00
 - b. Fire standpipe (per test):
 - i. Minimum fee . . . 300.00
 - ii. Fee per riser ... 150.00
 - iii. Maximum fee ... 600.00
 - c. Fire pump acceptance tests . . . 300.00
 - d. Fire Protection Water Supply Device Inspection / Testing and Fire hydrant flow tests (fire hydrants, fire wells, etc.). . . 200.00
 - e. Fire Protection System Underground Piping (prior to the point of service for a fire sprinkler system) for acceptance inspection and test verification ... 300.00
 - f. Special Hazard Extinguishing Systems (includes systems such as carbon dioxide, dry chemical, wet chemical, wettable agent, etc., A.F.S.S. for Hood Systems and Spray Booths, excludes water-based fire sprinkler systems):
 - i. Fee for acceptance inspection and test verification of systems with one (1) cylinder and up to six (6) heads, each ... 300.00
 - ii. Fee for acceptance inspections and test verification of systems with more than one (1) cylinder or more than six (6) heads, each ... 450.00

- g. Fire alarm tests:
 - i. Minimum fee . . . 300.00
 - ii. Per detection or manual device . . . 4.00
- h. Early Warning Devices or Systems (includes early warning devices and systems installed in new and existing structures, and use for the reporting and detection of fire or its byproducts. Exception: fire/smoke detection devices installed as part of a fire alarm system):
 - i. Fee for acceptance inspection and test verification only ... 300.00
 - ii. Fee per hour or fraction thereof for additional staff hours ...65.00
- i. Smoke Management and Smoke Control Systems
 - i. Acceptance testing and Inspection (minimum fee for up to sixteen (16) staff hours ...1,500.00 (County Charges 2,500.00)
 - ii. Fee per hour or fraction thereof for additional staff hours required ...65.00
- j. LP Gas – Compressed Gas Systems (includes LP gas, Natural gas, Medical gases). Fee for acceptance inspection and test verification, each ... 300.00
- k. Flammable / Combustible Liquid Aboveground and Underground Tanks and Piping Systems (includes inspection and testing required for new and existing tanks and piping). Fee for acceptance inspection and test verification ... 300.00
- l. Firestopping / Penetration Protection Inspections ... 300.00
- m. Emergency Generator Inspection / Testing (full load bank test) ... 600.00
- n. Emergency Life Safety System Inspection / Testing ... 300.00
- o. Miscellaneous acceptance inspections and test verification not classified above ... 300.00
- p. Retest / Re-inspection fees for the applicable systems or devices shall be charged for each retest/re-inspection due to a “not ready” or non-compliant condition ... 180.00
- q. Additional fee for fire rescue apparatus use for inspection and/or testing for any of the systems above (per hour or fraction thereof) ... 160.00

Annual Inspections:

4. Annual Inspections

An annual fire safety inspection fee is levied and imposed against all buildings and structures within the city to provide funding for the cost of providing such fire safety inspection services, which annual fee shall be payable at the time of registering with the City of Dania Beach as a business and each subsequent year (annually) in order to obtain a Business Tax Receipt. Fees shall be in accordance with the following schedule:

- a. Commercial, industrial, business, storage, assembly, warehouses, mercantile and all others not listed above or below
 - i. Minimum fee (up to 2,500 sq. ft.) . . . 200.00
 - ii. 2,501 sq. ft. to 5,000 sq. ft. . . . 300.00

- iii. Fee per 1,000 sq. ft. or portion thereof, exceeding the first 5,000 sq. ft. . . . 20.00
- b. Condominiums/apartments:
 - i. 3--10 units . . . 150.00
 - ii. 11--24 units . . . 200.00
 - iii. 25--99 units . . . 300.00
 - iv. 100--199 units . . . 450.00
 - v. 200+ units . . . 700.00
- c. Hotels, motels, time shares:
 - i. 3--10 units . . . 200.00
 - ii. 11--24 units . . . 300.00
 - iii. 25--99 units . . . 400.00
 - iv. 100--199 units . . . 600.00
 - v. 200+ units . . . 1,000.00
- d. Place of assembly used solely by a not-for-profit organization listed with the city . . . No charge
- e. Hospitals, Nursing homes, Adult congregate living facilities, community- based substance abuse facilities, day care centers (adult and child), nursery schools
 - i. Minimum fee (up to 2,500 sq. ft.) . . . 300.00
 - ii. 2,501 sq. ft. to 5,000 sq. ft. . . . 400.00
 - iii. Fee for each 1,000 sq. ft. or portion of such area exceeding the first 5,000 sq. ft. . . . 30.00
- f. Re-inspection fees for annual inspections:
 - i. First re-inspection (following the original inspection) . . . no charge
 - ii. Subsequent re-inspections due to non-compliant conditions after the first re-inspection . . . same as original fee.
- g. Fee for a Notice of Violation (N.O.V.'s) for Life Safety issues that, in the opinion of the Authority Having Jurisdiction, create a significant and imminent threat or hazard to life (examples include but are not limited to inoperable fire alarm systems, inoperable fire sprinkler systems, inoperable automatic fire suppression systems [A.F.S.S.], spraying flammable / combustible liquids without the required protection of an A.F.S.S., blocked or locked exits, etc. shall be: . . . 300.00
 Non-Compliance with initial Notice of Violation . . . 1.5 times the original fee and may risk having the facility/structure evacuated and/or power being disconnected from the facility/structure.

Hazardous Materials:

- 5. Hazardous materials:
 - a. Sparkler sales: Sale of sparklers requires submittal of inventory and site plan, including inspection . . . 300.00

- b. Fireworks: Public display. Public display of fireworks must be under the direction of a person certified by the department as a fireworks "shooter." Each display, including inspection . . . 300.00
 - i. Shooter's certification requires in-person application to establish competency in handling fireworks and determining compliance with applicable state regulations. Initial certifications . . . 150.00
 - ii. Annual fee . . . 100.00
- c. Automobile wrecking yards, junkyards, waste materials handling plants . . . 150.00
- d. Cellulose nitrate motion picture film; storage, handling or use of more than twenty-five (25) pounds (35mm film about 5,000 feet) of nitrate motion picture film, including inspection . . . 100.00
- e. Combustible fiber; storage and handling of combustible fiber in quantities exceeding 100 cubic feet . . . 100.00
- f. Compressed gases; storage, handling or use of more than 2,000 cubic feet of flammable gas or 6,000 cubic feet of non-flammable gas at normal temperature and pressure . . . 300.00
- g. Dry cleaning establishments; dry cleaning by use of cleaning solvents, fluids or cleaning solutions . . . 200.00
- h. Explosives, ammunition and blasting agents, manufacturing, keeping, storage, sale and transportation of explosives, ammunition and blasting agents . . . 300.00
- i. Garages, use of any building, shed or enclosure as a place of business for servicing or repairing motor vehicles . . . 100.00
- j. Flammable finishes, application of; spraying or dipping operations utilizing on any working day more than one (1) gallon of flammable or combustible liquids . . . 300.00
- k. Flammable and combustible liquids; storage, handling or use of class 1A and 1B liquids in excess of one (1) gallon in a place of human habitation, in excess of six (6) gallons in other occupancies or in excess of ten (10) gallons outside any building . . . 300.00
- l. Fumigation and insect fogging; fumigation or thermal insecticidal fogging which is dangerous, noxious or poisonous to life or health of human beings or which constitutes a fire hazard, per company (annual) . . . 100.00
- m. Hazardous chemical; no person, firm or corporation shall store, handle or use any hazardous material as defined and/or classified in the currently adopted edition of the Florida Fire Prevention Code, Broward County Amendments (current edition) to The Florida Fire Prevention Code, and any/all currently adopted NFPA codes and standards unless and until a valid permit has been issued pursuant to this chapter by the fire department . . . 300.00
- n. Magnesium; melting, casting, heat treating, machining or grinding of more than ten (10) pounds of magnesium per working day . . . 300.00

- o. Liquefied petroleum gas; a permit shall be obtained for each installation of liquefied petroleum gas employing a container or an aggregate of interconnected containers of over 2,000 gallons water capacity . . . 300.00
- p. Oil burning equipment; installation or replacement of an oil burner and fuel tank used in connection therewith that is in excess of twenty-five (25) gallons in a building or in excess of sixty (60) gallons outside of a building. . 100.00.
- q. Organic coatings manufacturing; organic coating manufacturing operation making more than one (1) gallon of an organic coating on any working day . . . 300.00
- r. Welding or cutting; welding or cutting operations excluding job sites . . . 300.00
- s. Dust explosion, prevention of; operation of any grain elevator; flour, starch or feed mill, or plant pulverizing aluminum, coal, cocoa, plastics, magnesium, spices, sugar or other material producing dust . . . 300.00

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

Section 4. That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED and ADOPTED on _____, 2018.

ATTEST:

TOM SCHEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

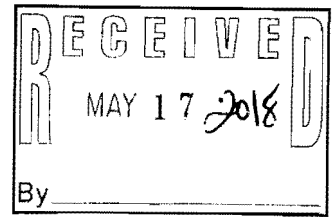
APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

GENERAL EMPLOYEES PENSION BOARD MEMBERSHIP

Wednesday, May 16, 2018

Name/Address Phone Number	Date Appointed	Term	Position
Dorothy D. Olive 315 SE 4 th Street Dania Beach, FL 33004 954-925-0191 deedso57@bellsouth.net	March 14, 2017	June 22, 2016 through June 22, 2018	Commission Appointment
Luis G. Rimoli 902 Natures Cove Road Dania Beach, FL 33004 954-927-7161 954-478-0653 luis@stagedrightevents.com	March 28, 2017	March 22, 2017 through March 22, 2019	Commission Appointment
Adam Segal City of Dania Beach 100 W. Dania Beach Boulevard Dania Beach, FL 33309 954-924-6800 x 3620 asegal@daniabeachfl.gov	May 23, 2017	Open	Commission Appointment (Finance Director or Designee)
Leo Williams 8761 NW 10 th Street Pembroke Pines, FL 33024 954-651-5031 leosupt@aol.com	May 2, 2018	June 21, 2018 through June 21, 2021	Employee Elected
Jose Urtecho 5050 SW 29 th Avenue Dania Beach, FL 33312 954-651-5039 jurtecho@ci.dania-beach.fl.us	July 22, 2016	June 21, 2016 through June 21, 2019	Employee Elected



301 South Bronough Street • Suite 300 • P.O. Box 1757 • Tallahassee, FL 32302-1757 • (850) 222-9684 • Fax (850) 222-3806 • www.floridaleagueofcities.com

TO: Municipal Key Official

FROM: Michael Sittig, Executive Director

DATE: May 7, 2018

SUBJECT: 92nd Annual FLC Conference
VOTING DELEGATE INFORMATION
August 16-18, 2018 – The Diplomat Beach Resort, Hollywood

The Florida League of Cities' Annual Conference will be held at The Diplomat Beach Resort, Hollywood, Florida on August 16-18. This conference will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively.

It is important that each municipality designate one official to be the voting delegate. Election of League leadership and adoption of resolutions are undertaken during the business meeting. One official from each municipality will make decisions that determine the direction of the League.

In accordance with the League's by-laws, each municipality's vote is determined by population, and the League will use the Estimates of Population from the University of Florida for 2017.

Conference registration materials will be sent to each municipality in the month of June. Materials will also be posted on-line. Call us if you need additional copies.

If you have any questions on voting delegates, please call Gail Dennard at the League (850) 701-3619 or (800) 616-1513, extension 3619. **Voting delegate forms must be received by the League no later than August 10, 2018.**

Attachments: Form Designating Voting Delegate

President Gil Ziffer, Commissioner, Tallahassee

First Vice President Leo E. Longworth, Vice Mayor, Bartow • Second Vice President Isaac Salver, Councilman, Bay Harbor Islands
Executive Director Michael Sittig • General Counsel Kraig Conn

**92nd Annual Conference
Florida League of Cities, Inc.
August 16-18, 2018
Hollywood, Florida**

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities, designate one of their officials to cast their votes at the Annual Business Session. League By-Laws requires that each municipality select one person to serve as the municipalities voting delegate. ***Municipalities do not need to adopt a resolution to designate a voting delegate.***

Please fill out this form and return it to the League office so that your voting delegate may be properly identified.

Designation of Voting Delegate

Name of Voting Delegate: _____

Title: _____

Municipality of: _____

AUTHORIZED BY:

Name

Title

Return this form to:

Gail Dennard
Florida League of Cities, Inc.
Post Office Box 1757
Tallahassee, FL 32302-1757
Fax to Gail Dennard at (850) 222-3806 or email gdennard@flcities.com

Important Dates

May 2018

Notice to Local and Regional League Presidents and Municipal Associations
regarding the Resolutions Committee

June 2018

Appointment of Resolutions Committee Members

July 10th

Deadline for Submitting Resolutions to the League office

August 16th

Policy Committee Meetings
Voting Delegates Registration

August 16th

Resolutions Committee Meeting

August 18th

Immediately Following Breakfast – Pick Up Voting Delegate Credentials
Followed by Annual Business Session