AGENDA
DANIA BEACH CITY COMMISSION
REGULAR MEETING
TUESDAY, JUNE 25, 2019 - 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.

1. CALL TO ORDER/ROLL CALL

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

3. PRESENTATIONS AND SPECIAL EVENT APPROVALS

1. City Manager commendation to Public Services employees:
   Willie Spencer
   Carl Kallicharan
   Antoine Johnson

2. Update on Breast Cancer Awareness Month event - Bobbie H. Grace

3. 2019 Comprehensive Emergency Management Plan (CEMP) - Battalion Chief Sean Brown, BSO Fire Prevention Bureau

4. Special Event request from Attucks High School Alumni Association for the Attucks High School All School Reunion Parade to be held on July 20, 2019 from 9:00 a.m. to 10:30 a.m.

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 June 10, 2019 Workshop - Vacation Rentals
   Approve Minutes of June 11, 2019 City Commission Meeting

2. Travel Requests:

   Request from City Manager Ana M. Garcia to attend the Florida League of Cities 93rd Annual Conference in Orlando, Florida on August 14-18, 2019 (Estimated cost $1,806.55)

3. Approval of Fiscal Year 2020 Business License Renewals for Auctioneers and Psychics

4. RESOLUTION NO. 2019-061

   A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN OPTIONAL RENEWAL OF THE EXISTING AGREEMENT WITH C.A.P. GOVERNMENT INC. FOR PLAN REVIEW, INSPECTIONS AND CLERICAL BUILDING CODE SERVICES, VALID THROUGH MAY 15, 2021, UTILIZING THE CITY OF FORT LAUDERDALE RFP 575-11849, THAT WILL EXCEED AN ANNUAL VENDOR TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS ($25,000.00), EACH FISCAL YEAR THE CONTRACT IS IN PLACE; AUTHORIZING SUCH PURCHASE MADE FROM THE BUILDING FUND APPROVED ANNUAL BUDGET APPROPRIATION; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

5. RESOLUTION NO. 2019-062

   A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, ADOPTING THE COMPENSATION AND CLASSIFICATION STUDY FROM EVERGREEN SOLUTIONS, LLC FOR THE IMPLEMENTATION OF A NEW OPEN-RANGE PAY PLAN THAT ALIGNS WITH THE CITY'S COMPENSATION PHILOSOPHY TO RETAIN AND RECRUIT EXPERIENCED AND QUALIFIED EMPLOYEES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

6. RESOLUTION NO. 2019-063

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A "PIGGYBACK" AGREEMENT FOR REAL ESTATE BROKERAGE AND LEASE MANAGEMENT SERVICES WITH COLLIERS INTERNATIONAL SOUTH FLORIDA, LLC AND THE CITY OF DANIA BEACH, FLORIDA ("CITY"); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

7. ORDINANCE NO. 2019-009

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 17, "OFFENSES-MISCELLANEOUS," OF THE CITY'S CODE OF ORDINANCES BY REPEALING ARTICLE IV, "NOISE" AND REPLACING IT WITH A NEW ARTICLE IV, "NOISE" TO PROVIDE TERMINOLOGY, PROHIBIT CERTAIN NOISES, EXEMPT CERTAIN NOISES, LIMIT THE UNREASONABLE AND EXCESSIVE LEVELS OF NOISES AND PLAINLY AUDIBLE NOISES IN CERTAIN CIRCUMSTANCES, AND PROVIDE FOR TEMPORARY NOISE PERMITS; PROVIDE ENFORCEMENT STANDARDS, PENALTIES, AND REMEDIES; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(FIRST READING)**

8. BIDS AND REQUESTS FOR PROPOSALS

1. RESOLUTION NO. 2019-064

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AWARDING A CONTRACT RELATED TO CITY INVITATION TO BID ("ITB") NO. 19-003 TO POSEIDON DREDGE & MARINE, INC., FOR MARINE DREDGING WORK, AT THE CITY OF DANIA BEACH MARINA, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED THIRTY EIGHT THOUSAND DOLLARS ($138,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

9. PUBLIC HEARINGS

1. ORDINANCE NO. 2019-010

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE DEVELOPMENT OF REGIONAL IMPACT ABANDONMENT REQUEST (OT-85-18) SUBMITTED BY JOHN D. VOIGT, ESQ. ON BEHALF OF THE DESIGN CENTER OF THE AMERICAS FOR PROPERTY LOCATED AT 1855 GRIFFIN ROAD, IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A;" PROVIDING FOR CONFLICTS; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(FIRST READING)**

2. RESOLUTION NO. 2019-059

   A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING A SITE PLAN MODIFICATION (SP-38-03MOD) REQUEST AND SPECIAL EXCEPTION (SE-90-19) REQUEST SUBMITTED BY KALLER ARCHITECTURE, INC. ON BEHALF OF MAIMONIDES SHALOM ACADEMY, INC., FOR PROPERTY LOCATED AT 5300 SW 40TH AVENUE, IN THE CITY OF DANIA BEACH, 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 June 11, 2019)***

3. RESOLUTION NO. 2019-065

   A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE SITE PLAN MODIFICATION (SP-114-17MOD) REQUEST AND SPECIAL EXCEPTION (SE-28-19) REQUEST SUBMITTED BY DENNIS MELE, ESQ./GREENSPOON MARDER LLP, ON BEHALF OF STIRLING SQUARE, LLC, FOR PROPERTY GENERALLY LOCATED ON THE NORTH SIDE OF STIRLING ROAD BETWEEN 12TH AVENUE AND PHIPPEN WAITERS ROAD IN THE CITY OF DANIA BEACH, FLORIDA AS LEGALLY DESCRIBED IN EXHIBIT "A;" PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

10. DISCUSSION AND POSSIBLE ACTION

1. Dania Beach 115th Anniversary - Mayor Lewellen
2. Assistant City Attorney position - Mayor Lewellen

11. COMMISSION COMMENTS

1. Commissioner Brandimarte
2. Commissioner Harris
3. Commissioner James
4. Vice-Mayor Odman
5. Mayor Lewellen

12. APPOINTMENTS

1. Dania Beach Housing Authority

Mayor Lewellen - 1 appointment
(A. Ivie Cure's term expired May 31, 2019)

2. Green Advisory Board
   Commissioner Brandimarte - 1 appointment

3. Parks, Recreation and Community Affairs Advisory Board
   Mayor Lewellen - 1 appointment

13. ADMINISTRATIVE REPORTS

1. City Manager

2. City Attorney

3. City Clerk - Reminders

Tuesday, July 23, 2019 - 5:01 p.m.	Special Budget Meeting
Tuesday, July 23, 2019 - 6:00 p.m.	CRA Board Meeting
Tuesday, July 23, 2019 - 7:00 p.m.	City Commission Meeting

14. ADJOURNMENT

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Special Event

Continued from:

Requested Action (Identify appropriate Action or Motion)
Special Event request from Attucks High School Alumni Association for the Attucks High School All School Reunion Parade to be held on July 20, 2019 from 9:00 a.m. to 10:30 a.m.

Purchasing Requests ONLY		
Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached
Memo to Commission - Attucks, Special Events Application - Attucks High School - All School Reunion Parade with supporting documents

DANIA BEACH
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CITY OF DANIA BEACH
PARKS AND RECREATION DEPARTMENT

MEMORANDUM

DATE: June 25, 2019

TO: Honorable Mayor and Commissioners

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

VIA: Eric Brown, Parks & Recreation Director

RE: Special Events Application Request for July 20, 2019
Attucks High School All School Reunion Parade

REQUEST

A Special Event is requested by McArthur Brown on behalf of Attucks High School Alumni Association for Saturday, July 20, 2019 from 9:00 a.m. to 10:30 a.m. The requested event will begin at 1050 N.W. 2nd Street, Dania Beach, FL 33004 and conclude at C.W. Thomas Park located at 100 N.W. 8th Avenue, Dania Beach, FL 33004.

BACKGROUND

This will be the 8th Annual Attucks High School Alumni All School Reunion Parade. This event has been held every year, for the past seven years in celebration of a school that has become a staple, intertwined and deeply rooted in the community and a gateway to education for many.

BUDGETARY IMPACT

The special events application fee for this event is $150.00.

RECOMMENDATION

Applicant will pay for necessary services recommended below.

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

Staff	Comments/Conditions	
BSO Fire Dept. -Fire Prevention Officer Braun	No concerns raised. BSO Fire Prevention Bureau/BSO Fire has no issues or further comments for this event applicant/application, other than traffic parade route was given to our FD emergency vehicle response reference, recommend to confer DLE traffic control for the actual parade route as well.	
BSO Police Dept. -Lt. Stallings	No concerns raised. 4-5 deputies will be provided for detail.	
Code Enforcement -Eric Walton	No concerns raised.	
Community Dev. - Jack Fisher	No concerns raised. Building Permits are not required for this event.	
Community Dev. -Corinne Lajoie	No concerns raised.	
City Attorney -Tom Ansbro	No concerns raised.	
HR/Risk Mgmt. - Paula Morrell	No concerns raised.	
Parks & Recreation –Eric Brown	No concerns raised.	
Public Services	No comment.	

DANIA BEACH
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City of Dania Beach

100 West Dania Beach Blvd., Dania Beach, FL 33004

SPECIAL EVENTS APPLICATION – EVENTS ON PRIVATE / PUBLIC PROPERTY

Please PRINT or TYPE

NOTE: ALL APPLICATIONS MUST BE COMPLETED AND SUBMITTED TO THE CITY FOR APPROVAL 60 DAYS PRIOR TO THE EVENT INCLUDING PAYMENT OF ALL APPLICATION FEES (SEE ATTACHED).

Event Name, Date, and Time: Attucks High School - All School Reunion Parade 7/20/2019 9:00 - 10:30

*Brief Description of the Event: Reunion Parade to celebrate this 8th Reunion

Address/Location of Event: Begin at 1050 N.W. 2nd St Dania Bch, Fl end at Attucks middle

Event Coordinator: McArthur Brown

Telephone #1: 954-258-2463 E-mail Address: mbrown3241@yahoo.com

Telephone #2: 954-424-6084 Fax:

Additional Contact Person for the Event: J

Telephone #1: E-mail Address:

Telephone #2: Fax:

Organization or Sponsor of Event: Attucks High School Alumni Assoc.

Address:

City, State, Zip Code:

Telephone: Fax: Cell:

Is this a Non-Profit Organization? [X] Yes [ ] No Tax ID #:

Corporation Name **(As it appears in the Articles of Incorporation)**:

Amend Date: 10/25/2018

Date of Incorporation: 1/27/2016 State of Incorporation: Fl.

Federal ID #: 26-0327403

Authorizing Official for the Organization:

Telephone #1: E-mail Address:

Telephone #2:

Authorizing Official for the Organization: James B Bowen

Telephone #1: _____ E-mail Address: _____

Telephone #2: _____

***Property Owner**: _____

****Please Note** – **A letter of Consent is required from the property owner for the approval of this application.***

Is the letter attached? ☐ **Yes** ☐ **No**

Will any portion of this event take place on Public or City Property? ☒ **Yes** ☐ **No**

Will there be a charge for admission? ☐ **Yes** ☒ **No** **If yes, how much?** _____

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

If so, Indicate the city location of last event: _____

Is the event to take place: ☐ **Indoors** ☒ **Outdoors** ☐ **Both**

Number of Expected Daily Attendants: 100 **(BSO or Fire Details may be required - refer to page 6)**

Please indicate the duration of the event:

DAY	DATE	START TIME	END TIME	TOTAL # OF HOURS
July 20, 2019		9:00	10:30	1 hour 30 min

Anticipated Date and Time to Begin Set-Up: 7/20/2019 7:00 AM – 9:00 AM

Anticipated Date and Time for Completion of Break-Down: 7:00 – 9:00 AM

***Do you have a site plan for the event to be submitted with this application?** ☒ **Yes** ☐ **No**

****Please Note*** – A site plan indicating the following conditions must accompany the application or the application will be rejected, resulting in a significant time delay. The fire department must have easy access to the special event area. The site plan must include the following: entrances and exits, emergency vehicle access routes, parking, general vehicular drive paths, fire hydrant locations, fire department connections, street closure requests, fenced areas, grandstand, bleacher or other seating locations, tent and stage locations, cooking areas, and locations of any pyrotechnical material, fireworks, etc. In addition, the site plan must include the location of any rides (animal or mechanical), petting zoos, exhibits, DJ's, bands, performers, sanitary facilities, recreation vehicles for overnight housing, etc.

Is there a request for any road closures? ☒ **Yes** ☐ **No**

Please identify the street name(s) and/or locations for closure requests: SEE ATTACHED

Please Note *– These streets must also be identified on the site plan.*

***Are you requesting to fence the event area?** ☐ **Yes** ☒ **No**
Please Note – You must identify any fencing area on the site plan.

***Will Canopies (tent structure with no sides) be used for this event?** ☐ **Yes** ☒ **No**
****Please Note*** **-** All tent structures with canopies in excess of 400 square feet [Per NFPA 1: Table 1.12.19(a)] require building permits and inspections. All canopies must be flame retardant. A certificate of flame retardency and a sample of the canopy fabric for field testing must be submitted for product approval with this application. This information can be obtained from the canopy manufacturer or the canopy rental company. Please apply for the permit at the Building Department located at 100 W. Dania Beach Blvd. Please allow 8-10 working days for permit approvals.

***Will Tents (With Sides) be used for this event?** ☐ **Yes** ☒ **No**
****Please Note*** **–** All tents in excess of 200 square feet [Per NFPA 1: Table 1.12.19(a)] require building permits and inspections. All tents must be flame retardant. A certificate of flame retardancy and a sample of the tent fabric for field testing must be submitted for product approval with this application. This information can be obtained from the tent manufacturer or the tent rental company. If the tents have sides, they are treated as buildings. They must have two separate exits remotely located from each other with electrically illuminated exit signs that have a battery back-up. In addition, they must have emergency egress lighting and fire extinguishers. Provide a life safety plan for these tents indicating the location of all Exits, Exit Signs, Emergency Lighting, Aisle Spacing, Fire Extinguisher locations, etc. Permits must be obtained for all tents and electrical work. Please apply for all permits at the Building Department located at 100 W. Dania Beach Blvd. Please allow 8-10 working days for permit approvals.

***Will electricity be required for this event?**
(for lighting, sound, cooking, other power needs, etc.) ☐ **Yes** ☒ **No**

***How will this electricity be supplied?** ☐ **On-Site** ☐ **Generator** ☐ **Combination of Both**
Please Note – The use of generators, temporary wiring, temporary electrical connections, etc. require permits and inspections. Please apply for the permit(s) prior to setting up at the Building Department located at 100 W. Dania Beach Blvd. Events requiring electricity are the responsibility of the applicant and must have a master electrician on site. Please allow 8-10 working days for permit approvals. Any generator less than 5KW does not require a permit.

Will there be live entertainment at this event? ☐ **Yes** ☒ **No**

Please indicate the type (Band, DJ, Live Performers, etc.): _____

Please specify the hours of entertainment:

DAY	DATE	START TIME	END TIME	TOTAL # OF HOURS

***Will a stage(s) be used in this event?** ☐ **Yes** ☒ **No**
*Please note Fire Extinguisher Requirement in the next question.

***Do you have adequate fire extinguishers for this event?** ☐ **Yes** ☐ **No**
****Please Note*** **-** Fire extinguishers must be supplied for each tent, canopy, cooking appliance and stage. They must be accessible from anywhere in the tent or on the stage without having to travel any further than 75 feet for access. Extinguishers must be easily accessible and not obscured from view. Fire extinguishers must be commercial "ABC Multi-Purpose" (minimum 5lbs.) fire extinguishers that are currently certified and tagged by a licensed company. You

need to demonstrate that this requirement will be met by making a note on the site plan indicating compliance with all of the above requirements or providing a letter to the City fire prevention bureau to that effect.

***Will there be concessions or sales of food at this event?** [ ] **Yes** [ ] **No**

Please specify: _____

****Please Note*** ***STATE HEALTH INSPECTIONS FOR FOOD: Pursuant to Florida law (Chapter 509, Florida Statutes) event sponsors are required to contact the State Health Inspector no less than 3 days prior to the event. Advance notification of 7 to 10 days is advisable. Please send a fax with your event plans and contact information to Fax Number (954) 956-5699. The Inspector's office will contact you to discuss food vendors and amounts and types of food you plan to make available to the public, whether it is being given away or sold.***

An original Certificate of Liability Insurance and Workers' Compensation Certificate is required from all vendors. You must ensure that the Liability Certificate is for this specific event, has the proper dates, and names the City of Dania Beach as an Additional Insured. No event will be approved without this insurance.

***Will any type of cooking appliances be used by either the Sponsor of the Event or any of its vendors? [ ] Yes [X] No**

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

- [ ] N/A
- [ ] Electric Grill(s); #____
- [ ] Gas Grill(s); #____
- [ ] Charcoal Grill(s); #____
- [ ] Smoker Grills(s); #____
- [ ] Grease Fryer(s); #____
- [ ] Oven(s); #____
- [ ] Electric Range Burner(s); #____
- [ ] Gas Range Burner(s); #____

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

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

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

***Will there be sales of alcohol at this event?** [ ] **Yes** [X] **No**
****Please Note*** – An original certificate of liquor liability insurance naming the City of Dania Beach as additional insured and a 1/2/3 Day Special Sales License is required to be submitted with this application. The license must be obtained from the State of Florida Department of Business and Professional Regulation.

If Yes, Please Specify Types of Alcohol to be Sold: [X] **N/A** [ ] **Beer** [ ] **Wine** [ ] **Liquor**
[ ] **Mixed Drinks** [ ] **Other:** _____

If alcohol is being served, please indicate how the beverages will be served: [X] **N/A**
[ ] **Draft Truck** [ ] **Cold Plate** [ ] **Mini-Bar** [ ] **Beer Tub** [ ] **Table Service**

Other: _____

Will there be alcohol given away at this event? ☐ **Yes** ☒ **No**

Please Specify Types of Alcohol to be given away: ☐ **N/A** ☐ **Beer** ☐ **Wine** ☐ **Liquor** ☐ **Mixed Drinks** ☐ **Other:** _____

Will there be retail sales at this event? ☐ **Yes** ☒ **No**

Please Specify: _____

***Will there be any carnival rides, mechanical or vehicular rides, or animal rides at this event?**
☐ **Yes** ☒ **No**

*If yes, please describe: _____

What is the name of the vendor or vendors providing the rides? ☐ **N/A**

_____

Please Note - If carnival rides are to be present, the rides must be inspected by a state inspector, city electrical inspector, and fire inspector 48 hours prior to the rides opening.

Are you providing to us a copy of the ride vendor's Certificate of Liability and Workers' Compensation Insurance with this application? ☐ **Yes** ☐ **No**
Please Note – An original Certificate of Liability and Workers' Compensation Insurance is required for any and all rides. Ensure that the Certificate is for this specific event, has the proper dates, and names the City of Dania Beach as an Additional Insured. No event will be approved without this insurance.

***Will recreational vehicles be used for temporary overnight housing?** ☐ **Yes** ☒ **No**
Please Note – Indicate the locations of these on the site plan.

***Will there be any use of pyrotechnics or fireworks displays at this event?** ☐ **Yes** ☒ **No**
Please Note - Pyrotechnics fireworks displays require special applications, permits and inspections as well as an original Certificate of Liability and Workers' Compensation Insurance. In addition, a Fire Inspector will be required to be present during set-up and displays. This expense will be passed on to the event. (BSO or Fire Details may be required - refer to page 6)

***Will there be use of any Grandstands or Bleachers for seating at this event?** ☐ **Yes** ☒ **No**
Please Note - Bleachers and Grandstands may have to meet special safety code requirements. Locations must be indicated on the site plan. Plumbing permit is required for portable toilets.

***Are portable, ADA compliant sanitary facilities being provided for this event?** ☒ **Yes** ☐ **No**

If so, How many? _____ ☐ N/A
Please Note – Provide the locations of all sanitary facilities on the site plan.

***Is there a request for any temporary signage for this event?** ☐ **Yes** ☒ **No**
Please Note – **Any questions regarding temporary signage should be directed to City Code Compliance, (954)924-6810.**

Are there any services being requested from the City of Dania Beach? ☒ **Yes** ☐ **No**

If yes, please explain: TO USE C-WT PARK FOR LINE UP / COLLINS ELEM.

Please list any other conditions, terms or relevant information related to this event that may be of interest to the City:

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

YES

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

Off-Duty detail assignment services performed by Dania Beach Fire Rescue Personnel will be paid at their current overtime rate of pay with benefits (3 Hour Minimum). In addition, a City administrative fee of 10% will also be charged based on the total cost of personnel and apparatus. Personnel costs are currently estimated to be $84.42 per hour, per person (3 hour minimum).

The cost of apparatus is as follows:
Rescue Truck - $32.00 per hour
Engine (1500 gpm) - $71.00 per hour
Ladder (1500 gpm) - $80.00 per hour

The City of Dania Beach requires payment 14 days in advance for the detail services and fees are to be made payable to The City of Dania Beach by means of *cash advance or a cashier's check*. Fees are based on individual employee's overtime rates which vary from person to person. The amount estimated is based on the highest overtime rate currently payable in addition to fees for FICA, Medicare, Worker's Compensation and Administrative fees. In the event that the entire estimated amount is not required for services, the City will refund the money, less the expenses incurred for the service. Should the amount of time required for the fire watch detail exceed that agreed upon before the event, the Event sponsor will be required to pay for any overage based on the actual cost for the Fire Watch. The Event sponsor will be responsible to pay the actual service price incurred.

The information I have provided on this application is true and complete to the best of my knowledge. I understand that approval of this event is contingent upon review and approval of all City Disciplines, the City Attorney's Office and the City Commission.

James B Bowers
Signature of Applicant

PRESIDENT
Title

JAMES B. BOWERS
Print name of Applicant

5/30/19
Date

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on May 27, ~~200~~ 2019 NB.

by McArthur Brown, who is personally known to me, or, if not, such person produced the following form of identification: FL Driver License + Military ID.

NOTARY PUBLIC

My Commission expires: 8/24/2019

My Commission number: FF912066

NANCY JEANNOT BROWN
Notary Public - State of Florida
Commission # FF 912066
My Comm. Expires Aug 24, 2019
Bonded through National Notary Assn.

SPECIAL EVENT APPLICATION / PERMIT FEES

$100.00 Beach Weddings

$150.00 All Other Events

$280.00 Special Events Involving Fire Inspections

$100.00 Private Parties (over 26 participants)

$50.00 Small Parties (under 25 participants)

Special events requiring the use of Broward Sheriff's Office shall require advance payment of the applicable special detail rate.

Special Events requiring the use of personnel from the Fire Department or the use of City Lifeguards shall require advance payment of the applicable overtime rate.

A late fee of $75.00 will be assessed for any application that is received by the City sixty (60) days or less before the date (or starting date) of the event.

Rental rates are subject to the applicable 6% sales tax.

DANIA BEACH
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City of Dania Beach
Parks and Recreation Department
100 West Dania Beach Blvd.
Dania Beach, FL 33004
(954) 924-6800
(954) 924-6813 FAX

SPECIAL EVENTS REQUEST
Application on Public or Private Property

To Whom It May Concern:

Please be advised that starting May 1, 2006 this application and all its requirements are to be completed and complied with by anyone wishing to utilize public or private property in the City of Dania Beach for a special event **regardless of whether or not the event has been held in the past.** This application process has been designed to ensure the safety and protection of all involved, to include the City of Dania Beach, the host of the event, and all attendees. Please complete the enclosed application, provide all requested attachments and submit it to the City of Dania Beach, Parks & Recreation Offices, Attention: Martha Riguero. **Incomplete applications will be returned.**

The completed application, including all attachments, must be received **AND ALL REQUIREMENTS SET FORTH BY THE CITY OF DANIA BEACH MUST BE MET 60 days prior** to scheduling any special event, including payment of all appropriate fees (see attached). This timeframe is required to ensure proper placement on the City Commission agenda for approval in time for the event. **Failure to comply with the required 60 day timeframe and payment requirements will result in denial of your application.**

Section 33-44 of the City of Dania Beach requires outdoor shows and special events to be reviewed and approved by the City Commissioners [as an agenda item on the next available meeting at 7:00 p.m. Please plan to attend.]

The operation of any type of traveling circus, carnival, outdoor show and like amusements of a transient nature in the city shall be governed by the following provisions:

(1) Traveling circuses, carnivals, outdoor shows, amusement parks, devices and exhibitions, and all such operations, avocations or businesses operating under tents or in temporary buildings or structures shall not be permitted in the city except upon approval of the chief of police and city commission.

(2) Nothing herein contained is intended to apply to local shows or amusements held in theaters, auditoriums or permanent buildings in the city. Further, nothing herein contained is intended to apply to any amusement park established in the city on a permanent basis prior to the effective date of this chapter and located in an AP district. Specifically, without limitation on the foregoing, this section shall apply to traveling shows, carnivals, fairs, exhibitions and the like which are transient in nature and which operate only for temporary periods.

See attachments!

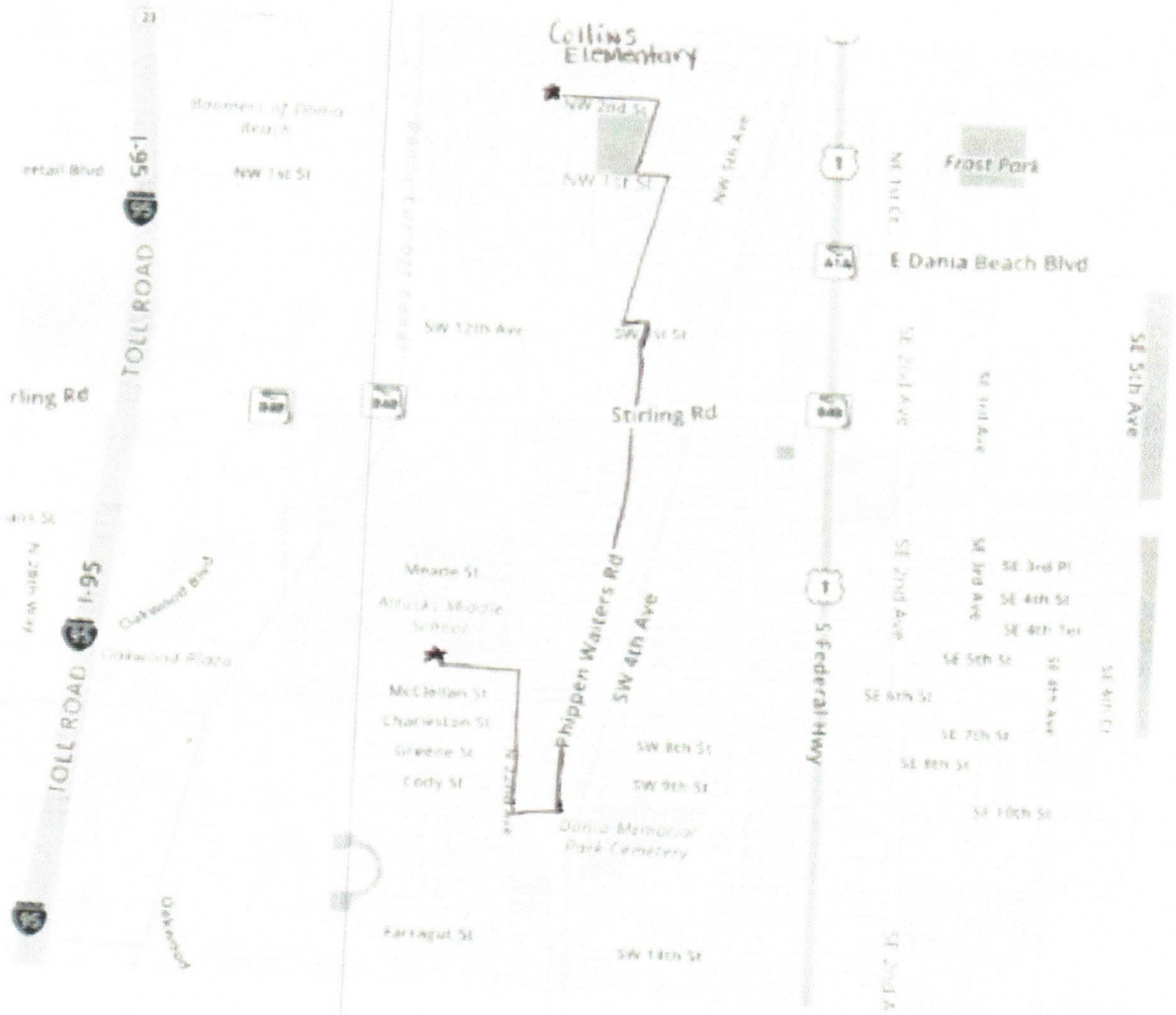
Attucks Alumni Reunion Parade route July 20, 2019

Entry for participants...NW 1st Street to 11th Ave to staging area
Begin on NW 2nd St. and 11 th Ave east In front of Collins Elementary
Right on NW 8th Ave and 2nd St. >>>>south

Left turn on NW 1st >>>east
Right on NW 7th Ave >>South

Left on SW 1st Ct.>>make right on Phippins/Waiters Rd. >>cross Stirling
>>>South>>>>right onSW 10th St. west to Ely Blvd. right on Ely Blvd>>>
Left on Persian St. Attucks Middle School

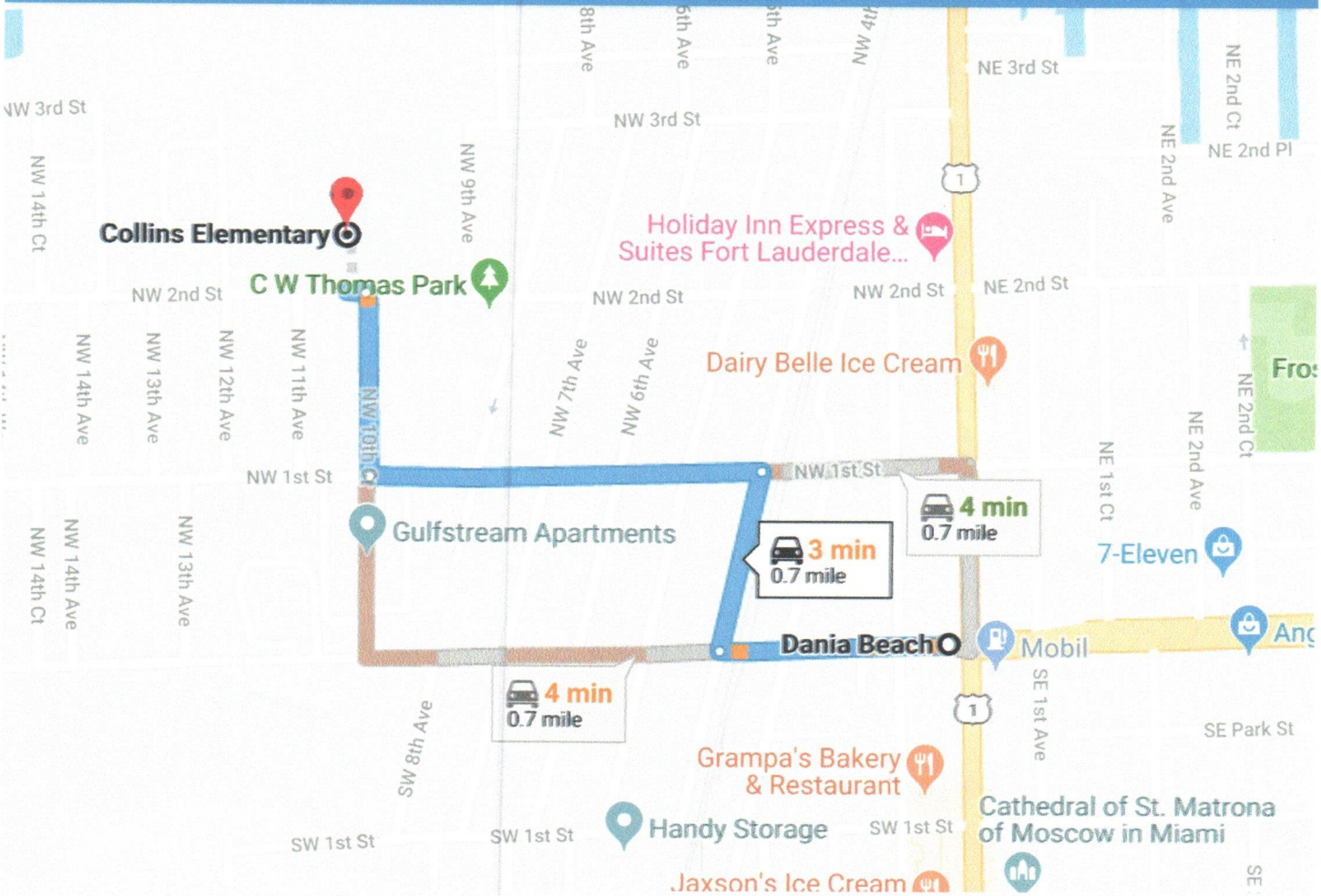
Sent from Mail for Windows 10



Dania Beach, Florida

Collins Elementary, 1050 NW 2nd St, Dania Beach, FL 33004

3 min | 13 min | 3 min



Google

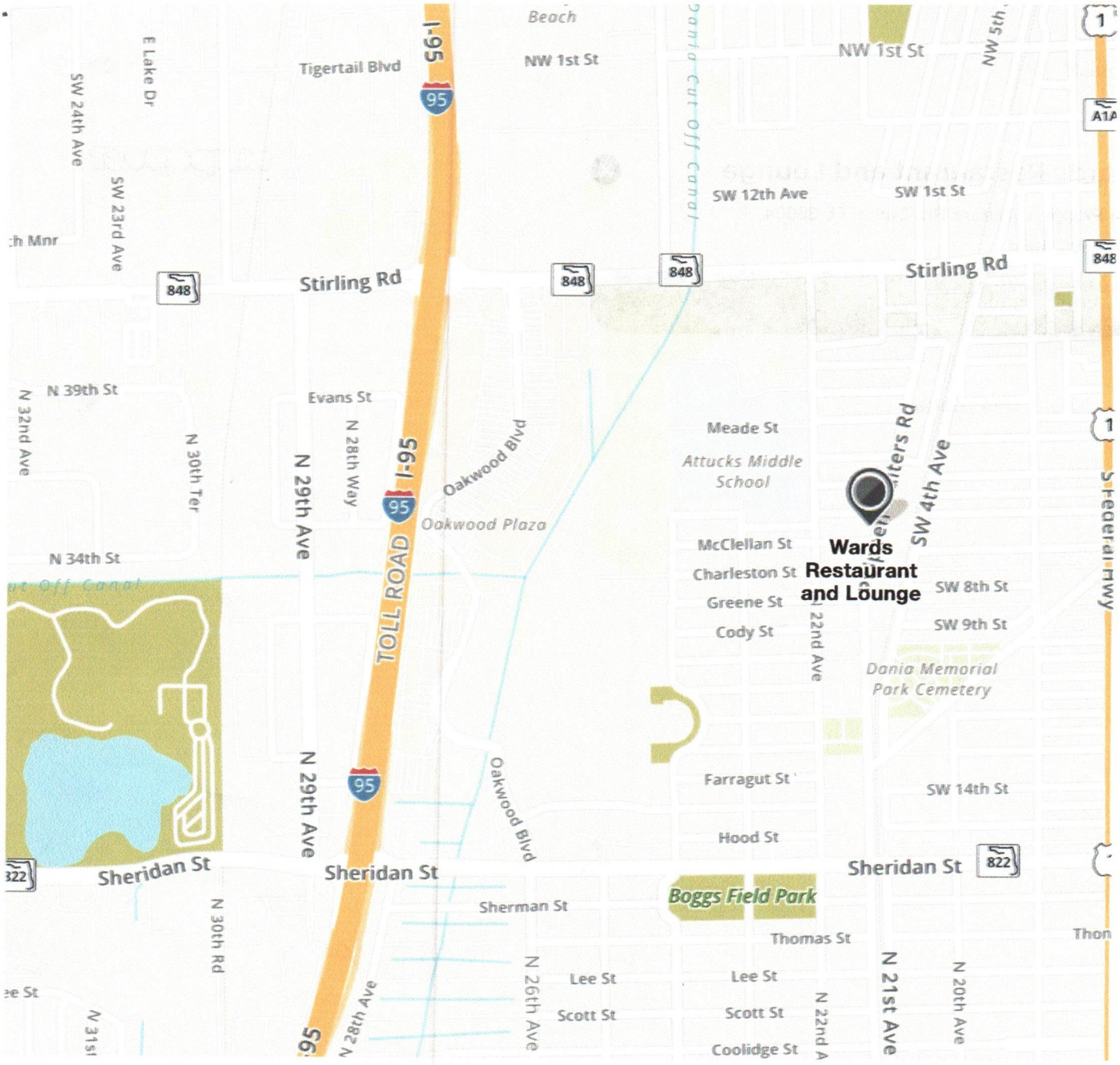
Map data ©2019 Google Terms 100 m

3 min (0.7 mile)

Via NW 1st St

ROUTE INFO

NAVIGATE


Beach
Tigertail Blvd
NW 1st St
NW 1st St
NW 5th
E Lake Dr
SW 24th Ave
SW 23rd Ave
Dania Cut Off Canal
SW 12th Ave
SW 1st St
Stirling Rd
Stirling Rd
848
848
848
848
N 39th St
Evans St
N 32nd Ave
N 30th Ter
N 29th Ave
N 28th Way
I-95
95
Oakwood Blvd
Oakwood Plaza
Meade St
Attucks Middle School
SW 4th Ave
Federal Hwy
McClellan St
Charleston St
Greene St
Cody St
Wards Restaurant and Lounge
SW 8th St
SW 9th St
N 22nd Ave
Dania Memorial Park Cemetery
N 34th St
TOLL ROAD
N 29th Ave
Farragut St
SW 14th St
Oakwood Blvd
Hood St
Sheridan St
Sheridan St
Sheridan St
822
822
Boggs Field Park
Sherman St
Thomas St
N 30th Rd
N 26th Ave
Lee St
Lee St
Scott St
Scott St
Coolidge St
N 21st Ave
N 20th Ave
N 28th Ave
N 31st

Wards Restaurant and Lounge

614 Phippen Waiters Rd, Dania, FL 33004

(954) 505-4084

Directions

About this place

MINUTES OF MEETING
DANIA BEACH CITY COMMISSION
WORKSHOP – VACATION RENTALS
MONDAY, JUNE 10, 2019 – 5:30 P.M.–7:30 P.M.

1. Call to Order/Roll Call

Mayor Lewellen called the meeting to order at 5:30 p.m.

Present:

Mayor:	Lori Lewellen
Vice-Mayor:	Lauren Odman
Commissioners:	Bill Harris
	Tamara James
City Manager:	Ana M. Garcia, ICMA-CM
City Attorney:	Thomas J. Ansbro
City Clerk:	Thomas Schneider

Absent:

Commissioner:	Chickie Brandimarte

City Attorney Ansbro noted Commissioner Brandimarte was tending to a personal matter and may join the meeting later.

2. Items for Discussion

2.1 Vacation Rentals

City Manager Garcia expressed excitement about this discussion and eagerness to continue to develop a plan to address short-term rentals (STR). We are working as a team, alongside Code Compliance, BSO, and outside agencies to identify and track vacation rentals.

Marc LaFerrier, Director of Community Development, gave a brief history since the City's vacation rental ordinance was enacted in 2011.

Ulrick Benzer, CEO of STR Helper Inc., nationally recognized expert on the operation and regulation of vacation rentals, participated in the workshop via teleconference. He gave a presentation which is attached to and incorporated into these minutes.

City Attorney Ansbro spoke about the regulatory framework and the 2011 City ordinance regarding vacation rentals. He noted we cannot go back to amend the duration or frequency of rental in accordance with State law.

Community Development Director LaFerrier gave a PowerPoint presentation which is attached to and incorporated into these minutes.

Eric Walton, Code Compliance Manager, reviewed Dania Beach vacation rental enforcement statistics.

Mr. Benzer reviewed the 469 short-term vacation rental listings in the City. He noted there are 191 unique STR properties in the City after de-duplicating the data.

Community Development Director LaFerrier continued the presentation with discussion about improvements, budget and staffing.

Vice-Mayor Odman questioned how we know the 56 properties are no longer operating, and what the best thing residents can do about a problem rental.

Community Development Director LaFerrier noted Mr. Benzer's company provides us the information. He said if residents see something, they should say something, as often it is a BSO matter. He added noise will be addressed in a new ordinance that will be brought forward at the June 25th Commission meeting.

Mayor Lewellen asked what the fee is to register a vacation rental, the maximum fine amount assessed by the Special Magistrate, and Homeowners Associations regulations.

Community Development Director LaFerrier responded approximately $600.00. We are looking to increase fees to cover the cost of enforcement because fines are regulated by State law. He addressed Homeowners Associations and their bylaws.

Code Compliance Manager Walton addressed the fines assessed.

Commissioner James questioned mobile home enforcement and vacation rentals operating without of BTR.

Community Development Director LaFerrier noted State law limits us to a fine of $250.00 initially; repeat offenders can be fined a higher rate.

Commissioner Harris asked if a vacation rental is allowed to operate while there is a violation filed against them.

Director of Community Development LaFerrier said yes, in accordance with State law.

Vice-Mayor Odman questioned enforcing an ordinance to ban or limit the number of vacation rentals allowed to operate within city limits similar to what the City of New Orleans enforces.

City Attorney Ansbro responded we are precluded by State law from prohibiting vacation rentals; we can regulate them. He addressed Chapter 162 code compliance and foreclosing on homesteaded properties. We are trying to do a better job enforcing parking and noise.

Commissioner James asked who is policing the vacation rentals.

Community Development Director LaFerrier addressed BSO's role in responding to a complaint and gathering evidence for code enforcement to use.

Mayor Lewellen commented on the fines imposed and the $250 maximum, with the option of less than that.

City Attorney Ansbro explained the City will ask for the maximum per day fines; they do not accrue until after the Special Magistrate rules on the violation.

Mayor Lewellen noted she spoke to Representative Chip LaMarca who said vacation rentals may not come up next year due to the current climate in Tallahassee. Regarding the homestead issue, Property Appraiser Marty Kiar is doing investigations and will come before the Commission at a future meeting.

Charlotte Sloboda, 2905 Lakeshore Drive, asked if her property owners' association rules apply over the City's.

City Attorney Ansbro said yes, because our regulations do not apply to associations with five units or more; their rules would supersede the City's.

Eileen Snyder, 3061 Cove Drive, Estates of Fort Lauderdale, said we need better snitches. She spoke of a hotel/restaurant in her community that received a BTR, which has expired.

Shawn DeRosa, 408 SE 5th Street, commented the fees are not high enough and there are repeat offenders because he has repeatedly reported on 402 SE 5th Street to City officials.

Commissioner James questioned identifying repeat violators.

Director of Community Development LaFerrier explained State law regarding repeat violators. He noted the address Mr. DeRosa spoke of is in violation and is being fined, and their permit is pending until the fine is paid.

City Attorney Ansbro suggested going after their homestead exemption and possibly foreclosing on the property.

Patricia Faver, 200 SE 5th Avenue, spoke of people using their association condominiums as vacation rentals and asked if they could call BSO for recourse.

City Attorney Ansbro responded yes; noise violation issues are BSO matters and they can investigate that. As far as reporting the vacation rental, he recommends going to the Homeowner's board to enforce the matter with the owner and to impose fines.

City Manager Garcia noted our noise ordinance was lacking. We have brought a commercial noise ordinance forward and on June 25th the residential noise ordinance will come before the Commission to address disruptive loud music, which is not only City Code Enforcement, but BSO as well.

Louise Velo, 2850 SW 54th Street, Estates of Ft. Lauderdale Property Owners Association, asked if the City could ask for POA approval before a City permit is issued.

City Attorney Ansbro said the Estates of Fort Lauderdale is not subject to the City's vacation rental ordinance; they would have to fine the owner.

Director of Community Development LaFerrier noted he could include POA or HOA approval on the City's Certificate of Use application.

Simone Chait, 228 SE 8th Street, thanked City staff for the enforcement they have done in her neighborhood. She asked at what point the vacation rental owner gets a foreclosure on their property, and questioned if BSO has to take their names if they complain.

City Attorney Ansbro said there is not a number; you have to work with our Code Compliance. They must lose their homestead exemption before the property can be foreclosed on.

Captain Daniel Marks, BSO Chief of Police, said residents can call in anonymously.

City Manager Garcia noted we are going to come down hard; this has to be a full-court press with residents working with Code and BSO. Currently, we are making our noise law much stricter for the benefit of our residents.

Alexandra Kralik, 205 NE 1st Court, commented on a problem rental in her neighborhood; she asked how residents know if a property has been listed as a vacation rental.

Director of Community Development LaFerrier stated we could post vacation rental information on the City's website.

Mayor Lewellen asked if we can post someone with a violation.

City Attorney Ansbro said yes, it is a public record.

Ms. Kralik questioned how long the application process takes.

Director of Community Development LaFerrier responded two to six months.

Gaia Calcaterra, 513 NE 2nd Street, commented she owns a vacation rental in Dania Beach and she complies with all the licenses. She complained about the cost being $800.00 to comply with the City, and it has taken two months and seven emails to get answers from the City regarding her Notice of Violation. She felt there is unfairness to the way vacation rentals are being treated.

Mayor Lewellen asked about the seven complaints Director of Community Development LaFerrier reported.

Director of Community Development LaFerrier explained the seven were reactive; through Mr. Benzer, we found 131 proactively.

Commissioner James asked who the point person is with Community Development.

Director of Community Development LaFerrier responded Planning & Zoning is where they need to go to apply for a permit.

Pat Chukerman, 545 SE 4th Court, asked how many staff in Code Compliance are actually out there and whether we need more.

Director of Community Development LaFerrier explained the responsibility is shared between Planning & Zoning and Code. Eric Walton is the Manager of Code Compliance and handles all code violations.

Vice-Mayor Odman asked if it would be beneficial to have a point person.

Director of Community Development LaFerrier clarified the application process starts with Planning and Zoning; Code Compliance Manager Walton handles enforcement.

Mayor Lewellen said she and Director of Community Development LaFerrier spoke earlier about a City hotline for complaints, perhaps something for vacation rentals.

Ms. Chukerman commented it seems we need more staff to help them and to deal with the issues.

Code Compliance Manager Walton noted we will have an email address on the website for vacation rental complaints, and provided his contact information as follows: 954-924-6810 x3703 or ewalton@daniabeachfl.gov.

Roberta J. Grimmer, 5250 SW 22 Avenue, asked if snow birds would be subject to the same code compliance.

City Attorney Ansbro responded if it is a Homeowners Association, they control their own destiny. In Ms. Grimmer's case, seven days would be allowed since it is in her association rules.

Mr. DeRosa commented a phone number is the wrong approach for now; a complaint should be documented and confirmed. He added the four-hour time is not right and spoke of having cigarettes and steak bones thrown over the fence into his yard.

Assistant City Manager Sosa-Cruz noted we have a full team addressing all violations, as well as short-term rental violations. The City Manager's office addresses it also as this is a team effort. Future plans include more technology and going to all Homeowner Associations and explaining what has been explained at this meeting. He added noise and parking issues are City issues.

This is the first step of a multi-step approach to address short-term rentals and all violations. He wants to be sure residents are receiving a high level of service.

Mayor Lewellen emphasized that people should understand they should not dial 9-1-1 for noise issues.

Gala Riaz, 5189 SW 28th Avenue, commented it is well known that people who use vacation rentals are the best behaved guests. The owner reviews the guests.

Commissioner James asked where we are going next with this and what the next steps are.

City Manager Garcia explained Assistant City Manager Sosa-Cruz has the highest certification in code and is an expert. We are going to push the envelope as far as we can push it. We have discussed publishing the status of our short-term rentals, and the next step is the administration and enforcement of our laws. She reiterated that the noise ordinance is being worked on.

Code Compliance Manager Walton added this is an evolving process and noted there is an upcoming code enforcement conference in Orlando which will provide additional information. Whenever we have the opportunity to make progress, we will.

Ms. Velo commented the City does not have a paper trail.

Code Compliance Manager Walton noted we have an online complaint form on our website; all complaints are recorded and tracked.

Ms. Velo asked if a photograph could be attached to the online complaint form.

Code Compliance Manager Walton responded it is only a form to complete and they are working to enhance it.

Commissioner Harris agreed a paper trail is important.

Director of Community Development LaFerrier noted every complaint received is documented and followed up on.

City Manager Garcia added we have a Public Information Officer to disseminate information as well as bulletin boards and online. The more dialogue we get the better. The industry is always changing and going to these conferences is important.

Vice-Mayor Odman noted the code violation complaint form is very difficult to find on the website and it is not a great form. She suggested improvement be made to the placement of the online form.

Eileena Compuzo, 4437 SW 27 Terrace, wanted to be sure the rentals will be posted online.

Commissioner Harris noted Super Bowl is coming and more sites are likely to come up.

Linda Wilson, 1547 Adams Street, Hollywood, commented Hollywood did not get an ordinance in on time, and she complimented the Dania Beach ordinance. She spoke of the wide-ranging impacts caused by vacation rentals and said there has to be a better way of enforcement. Residents need to be vigilant in their neighborhoods.

Commissioner James asked about Airbnb boating and whether it affects us.

Director of Community Development LaFerrier said our ordinance does not regulate vacation rentals on vessels. We will look at our ordinance to see what could be modified.

Mayor Lewellen asked if we can speed up getting violators to the Special Magistrate.

City Attorney Ansbro said he will meet with staff to see if it is possible.

Mr. DeRosa commented he hopes we do not make the assumption of feeling safe with a vacation rental next door.

Mayor Lewellen noted a safety issue would warrant a 9-1-1 call; noise complaints should not be directed to 9-1-1.

Vice-Mayor Odman thanked everyone for coming out.

Commissioner Harris asked if it would be appropriate to have a follow-up on this in 45 days or so.

City Manager Garcia said yes, an update will be provided and we can incorporate information into the budget workshop.

Mayor Lewellen thanked everyone for attending the workshop.

3. Adjournment

Mayor Lewellen adjourned the meeting at 7:27 p.m.

ATTEST:

CITY OF DANIA BEACH

_____

THOMAS SCHNEIDER, CMC
CITY CLERK

_____

LORI LEWELLEN
MAYOR

MINUTES OF REGULAR MEETING
DANIA BEACH CITY COMMISSION
TUESDAY, JUNE 11, 2019 – 7:00 P.M.

1. Call to Order/Roll Call

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

Present:

Mayor:	Lori Lewellen
Vice-Mayor:	Lauren Odman
Commissioners:	Chickie Brandimarte
	Bill Harris
	Tamara James
City Manager:	Ana M. Garcia, ICMA-CM
City Attorney:	Thomas Ansbro
City Clerk:	Thomas Schneider

2. Moment of Silence and Pledge of Allegiance

Mayor Lewellen called for a moment of silence after the Pledge of Allegiance to the United States Flag.

3. Presentations and Special Event Approvals

3.1 Certificate of Recognition for Scholastic Achievement from the Hollywood Florida Scholarship Foundation presented to Jessica Romer, Kimberly Lastra, Farah Inayet, and Danielle Miller - Pat Chukerman - Mayor Lewellen

Members of the Hollywood Florida Scholarship Foundation introduced themselves and Ms. Chukerman gave a brief overview of the foundation.

3.2 Presentation of City's Comprehensive Annual Financial Report for Fiscal Year 2018 by HCT Certified Public Accountants and Consultants, LLC

Harvey Covington, HCT Accountants, provided a PowerPoint presentation of the FY 2017-2018 CAFR, which is attached to and incorporated into these minutes.

3.3 Dania Beach Chamber of Commerce update by Randie Shane

Ms. Shane gave an overview of the Hurricane Expo held on June 1st, and thanked the Commission for their support.

3.4 Special Event request from Neptune (TNT) Fireworks to install temporary canopies during their annual Fireworks Sale from June 13, 2019 - July 11, 2019, at 768 E Dania Beach Boulevard, Dania Beach, Florida

Commissioner Harris motioned to approve the Special Event request for Neptune (TNT) Fireworks; seconded by Commissioner James. The motion carried unanimously.

4. Proclamations

There were no proclamations at this meeting.

5. Citizen Comments

Vivek Golikeri, 301 SE 3rd Street, spoke of the need for new laws imposing fines or community service for various behaviors in the community.

Alisa and Brad Capuozzo, 4437 SW 25 Terrace, noted they are building their home at this address, and spoke about issues with Dania Cove Park and street flooding on SW 25th Terrace.

City Manager Garcia noted all hands are on deck regarding these issues which were reported to her via email forwarded from the Commission.

Marjorie Perry, 5521 SW 44 Terrace, commented on Item 9.5 and said she needs help with the City of Hollywood Kosher Hotel and setback.

6. Public Safety Reports

Captain Daniel Marks, BSO Chief of Police, reported on recent criminal activity in the City. He noted school is out and residents should be aware of home break-ins occurring when the occupants are away.

Richard Brown, Fire Safety Inspector, BSO Fire Rescue, noted the Comprehensive Emergency Management Plan would be presented at the next Commission meeting. He presented a short video on the Broward County Summer Sizzle program.

7. Consent Agenda

Items removed from Consent Agenda: #7.3, #7.8

7.1 Minutes:
Approve Minutes of May 28, 2019 City Commission Meeting

7.2 Travel Requests: None

Resolutions

7.4 RESOLUTION #2019-052

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SECOND TWO (2) YEAR RENEWAL OF THE EXISTING AGREEMENT WITH REGIONS SECURITY SERVICES, INC., FOR SECURITY STAFFING SERVICES FOR CITY HALL PARKING GARAGE AND THE WATER TREATMENT PLANT, WHICH SERVICES SHALL NOT EXCEED TWO HUNDRED SEVENTY THOUSAND FOUR HUNDRED TWENTY SIX DOLLARS ($270,426.00) PER FISCAL YEAR; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

7.5 RESOLUTION #2019-053

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT TO UTILIZE THE COOPERATIVE PURCHASING NETWORK CONTRACT NO. R151501, FOR EQUIPMENT AND TOOL RENTAL SERVICES WITH SUNBELT RENTALS, INC. VALID THROUGH OCTOBER 31, 2020, AND TO EXCEED THE ANNUAL VENDOR TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS ($25,000.00) EACH FISCAL YEAR THE CONTRACT IS IN PLACE; AUTHORIZING SUCH PURCHASES TO BE MADE WITHIN THE RESPECTIVE DEPARTMENTS' APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

7.6 RESOLUTION #2019-054

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH ROSTAN SOLUTIONS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR DISASTER DEBRIS MONITORING SERVICES VALID THROUGH JUNE 30, 2021, UTILTIZING THE CITY OF CORAL SPRINGS REQUEST FOR PROPOSALS NO. 13-B-097, WHICH PURCHASE MAY EXCEED AN ANNUAL VENDOR TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS ($25,000.00) EACH FISCAL YEAR THE CONTRACT IS IN PLACE; PROVIDING FOR FUNDING; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

7.7 RESOLUTION #2019-055

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH BERGERON EMERGENCY SERVICES, INC, A FLORIDA CORPORATION, FOR DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES VALID THROUGH MAY 7, 2022, UTILTIZING THE SOLID WASTE AUTHORITY OF PALM BEACH COUNTY REQUEST FOR PROPOSALS NO. 17-204/SLB, WHICH PURCHASE MAY EXCEED AN ANNUAL VENDOR TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS ($25,000.00) EACH FISCAL YEAR THE CONTRACT IS IN PLACE; PROVIDING FOR FUNDING, PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

7.9 RESOLUTION #2019-057

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, URGING STATE ACTION TO ADDRESS THE PROLIFERATION AND ENVIRONMENTAL IMPACT OF SINGLE-USE PLASTIC BAGS; URGING THE LEGISLATIVE ADOPTION OF THE FLORIDA DEPARTMENT OF

ENVIRONMENTAL PROTECTION FEBRUARY 1, 2010, STUDY RECOMMENDING STATE ACTION REGARDING SINGLE-USE PLASTIC BAGS; OPPOSING CONTINUED PREEMPTION OF LOCAL LEGISLATIVE EFFORTS TO ADDRESS THE PROLIFERATION OF SINGLE-USE PLASTIC BAGS IF THE STATE IS REFUSING TO TAKE ACTION AND SUPPORTING INITIATIVES BY LOCAL MUNICIPALITIES IN FLORIDA TO LESSEN THE NEGATIVE IMPACT OF SINGLE-USE PLASTIC BAGS ON THE ENVIRONMENT; PROVIDING FOR CONFLICT; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Commissioner Harris motioned to adopt the Consent Agenda, with the exception of Item #7.3 and #7.8; seconded by Vice-Mayor Odman. The motion carried unanimously.

7.3 RESOLUTION #2019-051 ***WITHDRAWN***

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN OPTIONAL RENEWAL OF THE EXISTING AGREEMENT WITH C.A.P. GOVERNMENT INC. FOR PLAN REVIEW, INSPECTIONS AND CLERICAL BUILDING CODE SERVICES, VALID THROUGH MAY 15, 2021, UTILIZING THE CITY OF FORT LAUDERDALE RFP 575-11849, THAT WILL EXCEED AN ANNUAL VENDOR TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS ($25,000.00), EACH FISCAL YEAR THE CONTRACT IS IN PLACE; AUTHORIZING SUCH PURCHASE MADE FROM THE BUILDING FUND APPROVED ANNUAL BUDGET APPROPRIATION; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Ansbro read the title of Resolution #2019-051.

Commissioner James asked how much we are spending on C.A.P. from June to September.

Marc LaFerrier, Director of Community Development, replied $525,000.00, and it would probably go over $1 million.

Commissioner James said we have never gone out to bid, and asked how much the budget has been expanded for this vendor.

Community Development Director LaFerrier explained the increased development that is occurring; when all is said and done, we only pay C.A.P. and the County 25%-35% of fees we receive.

Commissioner James would like something like this to go out to bid to make sure they are being competitive and this is the best case scenario for us.

Director of Community Development LaFerrier explained the rates are lower than some of their competitors.

City Manager Garcia noted we do not have a problem with going out to bid; when we piggyback off of another city, it means that city has gone out for an RFP. The good thing with outsourcing is you can readily make adjustments as the need requires.

Commissioner James commented she is following up with this and it is not the only contract she is going to follow up on.

Vice-Mayor Odman asked if there is any downside to going out and seeing if there is something more competitive.

Director of Community Development LaFerrier said we would keep them on until a bid; right now we have continuity with them and developers need that. He suggested following up with reporting from other municipalities.

Commissioner Harris questioned whether we are happy with the level of service provided to developers; if it is not broke, do not fix it. He asked what the forecast was for development.

Director of Community Development LaFerrier gave development numbers.

Mayor Lewellen confirmed the contract, if renewed, would be for two years and stated it would run through the majority of the large development going on at Dania Pointe.

Commissioner James motioned to keep C.A.P. Government on at a pro-rated basis or month-to-month and go out for an RFP; seconded by Commissioner Brandimarte. The motion carried on the following 5-0 Roll Call vote:

Commissioner Brandimarte	**Yes**	**Vice-Mayor Odman**	**Yes**
Commissioner Harris	**Yes**	**Mayor Lewellen**	**Yes**
Commissioner James	**Yes**		

7.8 RESOLUTION #2019-056

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING AN APPROPRIATION FROM THE CITY OF DANIA BEACH HURRICANE RESERVES TO PAY FOR EXPENSES RELATED TO HURRICANE SEASON PREPARATION AND RELATED MATTERS AND SUPPLIES IN AN AMOUNT NOT TO EXCEED ONE HUNDRED THOUSAND DOLLARS ($100,000.00); PROVIDING FOR FUNDING; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Ansbro read the title of Resolution #2019-056.

Commissioner James questioned whether normal operating expenses would come from the hurricane reserves.

Nicki Satterfield, Director of Finance, explained the type of hurricane reserve expense items the City would acquire prior to a storm and those needed immediately before the storm arrives.

Commissioner James asked for clarification on the $100,000.00 appropriated advance and if items will come before the Commission.

Commissioner Brandimarte said the good thing about not touching this hurricane fund is that the vendors will go to cities that can pay them. She is fighting to keep the $8 million in the hurricane fund.

Commissioner James motioned to adopt Resolution #2019-056; seconded by Commissioner Harris. The motion carried on the following 5-0 Roll Call vote:

Commissioner Brandimarte	**Yes**	**Vice-Mayor Odman**	**Yes**
Commissioner Harris	**Yes**	**Mayor Lewellen**	**Yes**
Commissioner James	**Yes**		

8. Bids and Requests for Proposals

There were no proposals on this agenda.

9. Public Hearings and Site Plans

9.1 ORDINANCE #2019-007

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 17, ENTITLED "OFFENSES - MISCELLANEOUS", ARTICLE VIII, ENTITLED "SEXUAL VIOLATORS", SECTION 17-128, ENTITLED "SEXUAL VIOLATOR RESIDENCY PROHIBITION", OF THE CITY CODE OF ORDINANCES, TO SPECIFY THAT THE PROVISION OF THE RESIDENCY PROHIBITION APPLIES TO OFFENSES COMMITTED AFTER JUNE 28, 2005; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(SECOND READING)**

City Attorney Ansbro read the title of Ordinance #2019-007, and gave a brief explanation of the law.

Commissioner James asked how the ordinance works with vacation rentals.

City Attorney Ansbro responded the state law does not address short-term rentals.

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

Commissioner James motioned to adopt Ordinance #2019-007, on second reading; seconded by Commissioner Harris. The motion carried on the following 5-0 Roll Call vote:

Commissioner Brandimarte	**Yes**	**Vice-Mayor Odman**	**Yes**
Commissioner Harris	**Yes**	**Mayor Lewellen**	**Yes**
Commissioner James	**Yes**		

9.2 ORDINANCE #2019-008

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 17, ENTITLED "OFFENSES - MISCELLANEOUS", ARTICLE IV, ENTITLED "NOISE", SECTION 17-80, ENTITLED "DEFINITIONS"; SECTION 17-84, ENTITLED "SPECIAL PERMITS", AND SECTION 17-88, ENTITLED "SPECIFIC PROHIBITIONS" OF THE CITY CODE OF ORDINANCES, TO ADD A

DEFINITION FOR THE TERM "HEAVY EQUIPMENT", TO REVISE THE SPECIAL PERMIT FEE FOR APPLICATIONS SEEKING TEMPORARY APPROVAL OF ACTIVITIES THAT CAUSE NOISE EXCEEDING CODE REQUIREMENTS; TO ADDRESS HOURS OF CONSTRUCTION ACTIVITIES AND ACTIVITIES INVOLVING DEMOLITION AND USE OF HEAVY EQUIPMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(SECOND READING)**

City Attorney Ansbro read the title of Ordinance #2019-008.

Vice-Mayor Odman asked if the second half of the noise ordinance is coming.

Marc LaFerrier, Director of Community Development, responded part two of this code amendment will come before the Commission at the June 25th meeting.

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

Commissioner James motioned to adopt Ordinance #2019-008, on second reading; seconded by Commissioner Brandimarte. The motion carried on the following 5-0 Roll Call vote:

Commissioner Brandimarte	**Yes**	**Vice-Mayor Odman**	**Yes**
Commissioner Harris	**Yes**	**Mayor Lewellen**	**Yes**
Commissioner James	**Yes**		

City Attorney Ansbro advised the remaining items were quasi-judicial hearings and swore-in those who would speak. He asked the Commission to disclose any communication they had on these matters.

9.3 RESOLUTION #2019-058

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE REQUEST FOR A WAIVER (WA-35-19) FROM THE ONE THOUSAND (1000) FOOT DISTANCE SEPARATION REQUIREMENT PERTAINING TO THE SALE OF ALCOHOLIC BEVERAGES, SUBMITTED BY TRIPP SCOTT, PA ON BEHALF OF THE PROPERTY OWNER, HOWARD GROUP, INC., FOR PROPERTY GENERALLY LOCATED ON THE SOUTHWEST CORNER OF THE INTERSECTION OF RAVENSWOOD ROAD AND SOUTHWEST 42ND STREET WITHIN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A;" PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Ansbro read the title of Resolution #2019-058.

Mayor Lewellen and Commissioner Harris both indicated they were not contacted by any party but they did attend the Planning and Zoning Board meeting about this matter.

Corinne Lajoie, Planning & Zoning Manager, gave a presentation on the waiver request for Island Joe's Café.

Commissioner James asked why we have this 1,000 foot separation when restaurants selling alcohol are clustered together.

Planning & Zoning Manager Lajoie explained the regulation applies citywide to prevent a proliferation of bars. She noted the regulation does not apply to downtown within the CRA.

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

Commissioner James motioned to adopt Resolution #2019-058; seconded by Commissioner Harris. The motion carried on the following 5-0 Roll Call vote:

Commissioner Brandimarte	**Yes**	**Vice-Mayor Odman**	**Yes**
Commissioner Harris	**Yes**	**Mayor Lewellen**	**Yes**
Commissioner James	**Yes**		

9.4 RESOLUTION #2019-059

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING A SITE PLAN MODIFICATION (SP-38-03MOD) REQUEST AND SPECIAL EXCEPTION (SE-90-19) REQUEST SUBMITTED BY KALLER ARCHITECTURE, INC. ON BEHALF OF MAIMONIDES SHALOM ACADEMY, INC., FOR PROPERTY LOCATED AT 5300 SW 40TH AVENUE, IN THE CITY OF DANIA BEACH, AS LEGALLY DESCRIBED IN EXHIBIT "A," A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Ansbro read the title of Resolution #2019-059, and noted the applicant requested the item be continued to June 25th to give them additional time to comply with the remaining DRC comments.

Mayor Lewellen noted she received emails and phone calls from residents on this matter, and also attended the public meeting held for residents.

Mayor Lewellen opened the Public Hearing.

Dennis Sopio, 5120-5170 SW 40th Avenue, property manager for Oak Hills Condominium, commented they had a meeting with the school and one of the biggest issues was traffic. The neighborhood also has concerns with setback and drainage.

Marjorie Bernal, 5170 SW 40th Avenue, spoke of the trees being cut down, which helped to block the noise and provide privacy.

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

Commissioner James motioned to continue Resolution #2019-059 until the June 25, 2019 City Commission meeting at 7:00 p.m.; seconded by Vice-Mayor Odman. The motion carried unanimously.

9.5 RESOLUTION #2019-060

A RESOLUTION OF CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING A RE-PLAT (DR-54-19) REQUEST SUBMITTED BY PULICE LAND SURVEYORS, ON BEHALF OF BCD DANIA OAKS, LLC FOR THE "OAKS PLACE PLAT," FOR PROPERTY LOCATED AT 5461 TO 5525 SW 40TH AVENUE IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A"; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Ansbro read the title of Resolution #2019-060.

Corinne Lajoie, Planning & Zoning Manager, gave an overview of the re-plat request.

Commissioner James noted she was contacted by a few residents and wanted to make sure there were no changes in the plans or density.

Dennis Mele, Greenspoon Marder, on behalf of the applicant, explained this plat matches exactly the site plan that was approved.

Vice-Mayor Odman spoke of emails the Commission received about the residents' displeasure. She noted the traffic studies offered at the Planning & Zoning Board meeting indicated the traffic could be handled and she recalled an incident where there was an extraordinary traffic burden as she revisited the location. She still does not understand how the traffic study missed that problem as the traffic was terrible and frightening. She has gone back and seen it over and over, and is sorry for the residents on the street.

Commissioner Harris noted they are not adding any additional units, and it will be an HOA in the future. He asked if they could put stipulations in the HOA documents that they do not allow any short term rentals.

Attorney Mele stated he would submit the request.

Commissioner James spoke about Dania Pointe and the flow of traffic lights. The light is long on Griffin, and she questioned if we could work with the State or County.

Attorney Mele said Broward County Traffic Engineering could be contacted to adjust the timing of the light.

Mayor Lewellen noted FDOT's number one project is all traffic lights in the County. Traffic calming devices have also increased the flow of traffic.

Attorney Mele commented synchronizing the traffic lights is a project Broward County has been working on continuously. The Broward MPO also has the penny tax funding to assist.

Commissioner James asked if there is a way to get the timing of the lights synchronized at the 40th Street intersection.

Marc LaFerrier, Director of Community Development, responded the engineers would need an opportunity to look at the traffic database the County may have and staff would come back before the Commission with a recommendation.

Commissioner James questioned traffic enforcement along the intersection due to impatient drivers.

Commissioner Harris said the MPO is meeting soon. He will ask Greg Stuart, Executive Director of the MPO, about signalization being a part of the penny sales tax and measures we could take and things we could do.

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

Commissioner James motioned to adopt Resolution #2019-060; seconded by Commissioner Harris. The motion carried on the following 5-0 Roll Call vote:

Commissioner Brandimarte	**Yes**	**Vice-Mayor Odman**	**Yes**
Commissioner Harris	**Yes**	**Mayor Lewellen**	**Yes**
Commissioner James	**Yes**		

10. Discussion and Possible Action

10.1 Presentation/Update on Dania Beach Grill

City Manager Garcia gave a brief recap of recent events regarding the Grill and commented on the Beach Master Plan adopted in 2014.

Marc LaFerrier, Director of Community Development, gave a PowerPoint presentation which is attached to and incorporated into these minutes.

Commissioner James spoke of the reasons she favors Option 4.

Vice-Mayor Odman noted she is a fan of Option 4 and asked how long it would take to get the old Grill stripped down.

Director of Community Development LaFerrier responded the first step is to gut the interior; to make it a usable building would take the18-month period described earlier.

Vice-Mayor Odman commented we talked at the last meeting about beach vendors.

Commissioner Brandimarte felt Option 4 is the only way to go. She added we already have the Beach Master Plan which was adopted by the Commission.

Commissioner Harris also favored Option 4.

Mayor Lewellen agreed with Option 4, but cautioned about the extent and amount of repairs. She suggested bringing in limited vendors or simple vendors, with pre-made foods, because we cannot do anything bigger than that.

Director of Community Development LaFerrier noted it would have to be a repair with a low-cost renovation; something that would not require a fire suppression system.

City Manager Garcia thanked the Commission for meeting with her about the Grill. She said it is our time; we have the opportunity to invest and the return on investment will be significant. Our non-resident parking fees could yield in excess of $1.5 million, and we could have the best strip of beach in the entire State. She commented on implementing the Parks Master Plan and public-private partnerships.

Commissioner James noted the revitalization plan called for a vendor on the north side near the Quarterdeck Restaurant; the first space having smaller food options and the second space having a bar & grill feel so there would be no competition. She suggested we could put a lot of these costs in the RFP on the developer, not on the City.

Vice-Mayor Odman suggested entertaining the idea of selling beer at this spot.

Commissioner Brandimarte opposed selling beer.

Mayor Lewellen asked what the next steps would be.

City Attorney Ansbro recommended doing a hybrid of the City Center RFP (P3 development) and the Quarterdeck Restaurant RLI. After staff review, it would be given to the Commission for tweaks. He would make it as flexible as possible and keep it open for ideas from the restaurant community.

City Manager Garcia said while Legal is preparing the RFP, the Commission may want to take parallel steps to expedite the process and consider some work being done on the site. There is a playground that should not be there and we could begin to gut and prepare the inside of the existing Grill. She felt the cost would be a not to exceed amount of $200,000.00, and confirmed we would have to go out for an RFP on this as well.

Commissioner James asked if there was a consensus that we do not want full service in the smaller facility.

Commissioner Brandimarte asked why the City would not operate the smaller place.

City Manager Garcia noted we want to focus on the core of the services we deliver; we would let professional concessionaires handle it.

Commissioner Brandimarte asked if we would have to fence off the area.

Community Development Director LaFerrier said we would for demolition of the interior.

Commissioner Brandimarte felt we should begin work as soon as possible.

The Commission consensus was to pursue an RFP for the development of a new beach grill restaurant and adaptive reuse of the existing beach grill building for concessionaire use.

11. Commission Comments

11.1 Commissioner Brandimarte

Commissioner Brandimarte spoke of the recent Hurricane Expo turnout.

11.2 Commissioner Harris

Commissioner Harris spoke about an affordable housing event he attended in New York City.

11.3 Commissioner James

Commissioner James thanked the residents who attended the vacation rental workshop yesterday.

Commissioner James commented about the Drew Harris Lifetime Achievement Award and said she would like to nominate Commissioner Brandimarte for the award. The Commission agreed to move forward with this nomination.

Commissioner James spoke of the medical marijuana webinar she plans to participate in.

11.4 Vice-Mayor Odman

Vice-Mayor Odman said she favors co-housing/intentional living, and it would be interesting to see what other cities are doing on the subject even if Dania Beach does not participate.

Vice-Mayor Odman noted that being in her profession, she advocates for medical marijuana research and new regulations.

11.5 Mayor Lewellen

Mayor Lewellen felt we have been doing some really good things lately, such as the housing forum and the vacation rental workshop. It occurred to her that this year is the 115th anniversary of Dania Beach; she felt perhaps we should do something for the City and she has started talking

to some local businesses about sponsorships and catering. She will bring more information to the next meeting.

Commissioner Brandimarte asked if we could use the new roundabout at the beach.

Mayor Lewellen said yes; more information will be disclosed at next meeting. We could make it something for everybody.

Commissioner James thanked Mayor Lewellen for bringing awareness to the Commission of the 115th anniversary, and suggested a two-part event for day and evening activities.

12. Appointments

12.1 Dania Beach Housing Authority – no appointments

12.2 Florida League of Cities 93rd Annual Conference Voting Delegate

Vice-Mayor Odman was appointed as the voting delegate.

12.3 Parks, Recreation and Community Affairs Advisory Board – no appointments

Commissioner James motioned to approve the appointments; seconded by Commissioner Harris. The motion carried unanimously.

13. Administrative Reports

13.1 City Manager

City Manager Garcia reported a meeting with Kimco was held last week regarding a fire substation at Dania Point; work has begun on a design plan. She commented the Commission will set the millage rate at the July 23rd Special Budget meeting, and September 12th is the first budget hearing at 5:01 p.m. She noted the second budget hearing cannot be held on September 24th to coincide with the regular Commission meeting on that date, and asked the Commission to change the regular meeting to either September 23rd or 25th in order to be on the same date as the second budget hearing.

The Commission agreed to reschedule the September 24th City Commission meeting to September 23rd immediately following the Second Budget Public Hearing scheduled for 5:01 p.m.

City Manager Garcia expressed thanks to the Commission and all departments for the intense level of work being performed.

13.2 City Attorney

City Attorney Ansbro had no comments.

13.3 City Clerk - Reminders

Tuesday, June 25, 2019 - 7:00 p.m. City Commission Meeting

14. Adjournment

Mayor Lewellen adjourned the meeting at 9:24 p.m.

ATTEST:

_____
THOMAS SCHNEIDER, CMC
CITY CLERK

CITY OF DANIA BEACH

_____
LORI LEWELLEN
MAYOR

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)
Request from City Manager Ana M. Garcia to attend the Florida League of Cities 93rd Annual Conference in Orlando, Florida on August 14-18, 2019 (Estimated cost $1,806.55)

Purchasing Requests ONLY		
Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached
Memo - Manager Garcia Travel to FLC 93rd Annual Conference Orlando Aug 14-18 2019, Travel Request - Manager Ana Garcia FLC 93rd Annual Conference Orlando World Center Marriott August 14-18 2019

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH
OFFICE OF THE CITY MANAGER

MEMORANDUM

DATE: June 25, 2019

TO: Mayor Lori Lewellen
Vice Mayor Lauren Odman
Commissioner Chickie Brandimarte
Commissioner Bill Harris
Commissioner Tamara James

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

SUBJECT: Travel request to attend the Florida League of Cities 93rd Annual Conference August 14-18, 2019 at the Orlando World Center Marriott.

REQUEST:

A request for approval to attend the Florida League of Cities 93rd Annual Conference in Orlando, August 14-18, 2019.

BACKGROUND:

The Florida League of Cities annual conference will be held at the Orlando World Center Marriot. This conference is an opportunity for municipal officials and senior staff to enhance leadership skills, learn from municipal experts, share ideas with peers, discuss strategies for Florida's future and hear about the latest in products and services for municipal governments. As a credentialed manager this conference is an opportunity to earn mandatory yearly professional credit.

BUDGETARY IMPACT:

The budgetary impact to travel for the conference is estimated at $1,806.55. Funding is available in the City Manager's GL account 001-1201-512-40-10.

RECOMMENDATION:

City Commission approval of travel to attend the Florida League of Cities annual conference.

CITY OF DANIA BEACH
TRAVEL AUTHORIZATION

EMPLOYEE: Ana M. Garcia
DEPARTMENT: City Manager
LOCATION: Orlando, Florida
TRIP/TRAINING DATE: August 14 - 18, 2019
PURPOSE: Attend Florida League of Cities 93rd Annual Conference

CHECK ONE
- ☐ Certification
- ☐ General Training
- ☐ License
- ☑ Other

Note any overnight or out of state travel events attended in the last 12 months:
Legislative Meetings, Tallahassee, FL, April 2019

ACCOUNT NO: 001-12-01-512-40-10

COST SUMMARY

Expense	Description	Estimate
Registration	Florida League of Cities	$ 550.00
Other Fees	Gold Coast Local League Breakfast	$ 20.00
Lodging (4 nights @ $176)	Orlando World Center Marriott	$ 704.00
Parking (4 nights @ $15)	Orlando World Center Marriott	$ 60.00
Tolls	Estimate	$ 27.06
Per Diem	Ana M. Garcia	$ 204.00
	TOTAL EXPENSES	**$ 1,565.06**

MILEAGE DETAIL - PERSONAL VEHICLE
(attach MapQuest or Google Maps mileage calculation)

Departure/Destination	*Standard Mileage Calculation*	
	Cost per Mile	**Round Trip Mileage**
100 W Dania Beach Blvd, Dania Beach, FL		
8701 World Center Dr, Orlando, FL	0.58	416.4

TOTAL MILEAGE CALCULATION **$ 241.49**

TOTAL ESTIMATED TRAVEL COST **$ 1,806.55**

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
Ana M. Garcia		
Finance Director (print)	Signature	Date
Nicki Satterfield	NS	6/12/19

TO BE COMPLETED BY FINANCE

Preparer (print name)	Signature	Date
Tania Stevens	TAS	6/12/19

Lottier, Christine

From: EVENT PLANNING (TAL) <EVENTPLANNING-TAL@flcities.com>
Sent: Friday, May 10, 2019 1:40 PM
To: Garcia, Ana
Cc: Melanie Howe
Subject: FLC 2019 Annual Conference Registration Confirmation for Ana M. Garcia, ICMA-CM (18967)

FLC 2019 Annual Conference

Orlando World Center Marriott
8701 World Center Dr.
Orlando, FL 32821

Dear Ana M. Garcia, ICMA-CM,

Thank you for registering for the FLC 2019 Annual Conference. We look forward to your attendance. Please do not hesitate to contact us if you have any questions prior to the event. **This message is confirmation of your registration. If you paid by credit card, payment information will be detailed below.**

Contact Information:

Melanie G. Howe, CAE, CMP
Meetings Manager
(850) 222-9684
mhowe@flcities.com

Notes:

The Florida League of Cities 2019 Conference will be held August 15-17, 2019.

HOUSING INFORMATION: You may now contact the Marriott directly at (888) 789-3090 to make your reservations and be sure to mention **2019ACFLC** to receive our reduced rate of **$176/night**. You can also make your reservations online. Remember that the cut-off date for reservations is **July 24, 2019** and the block could sell out before then. Note that self-parking will be $5/day and valet parking will be $15/day.

NOTE: If you are an **FLC Board Member or Trustee**, please contact Penny Mitchell with the specifics regarding your housing needs..

CANCELLATION POLICY: Cancellations must be sent to Melanie Howe no later than 5:00 p.m., Friday, **August 2** in order to be eligible for a refund. All refunds are subject to a **$50.00** cancellation fee and will be processed after the conference. No refunds will be authorized after August 2.

Registrant Information:

Registration Date	05/10/2019
Name	Ana M. Garcia, ICMA-CM
Nickname	Ana
Title	City Manager
Affiliation	Dania Beach
E-mail	agarcia@daniabeachfl.gov
Do you have any special dietary needs (i.e. - vegetarian, kosher, etc.)?	none
First-Time Attendee?	No

Your Itinerary:

Registration - City, County or Agency (1)	$550.00
Total	**$550.00**
Payments	$550.00
Balance	**$0.00**

Payment Receipt:

Credit Card Reference Code	61721314181
Credit Card Authorization Code	096237
Date Processed	05/10/2019
Total Paid	$550.00
Payment Type	VISA **********2569

This is an automated e-mail. Please do not reply to this message.

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Lottier, Christine

From: Member Services <MemberServices@flcities.com>
Sent: Friday, May 10, 2019 1:38 PM
To: Lottier, Christine
Subject: Order Confirmation

Thanks for your order

Here are the details of your order. Please retain this email for your records.

Order Number: 74514
Order Date: May 10, 2019 1:35 PM
Bill To: Christine Lottier
Order Total: 550.00
Payment Method: Visa **********2569
Name on Card: Christine Lottier

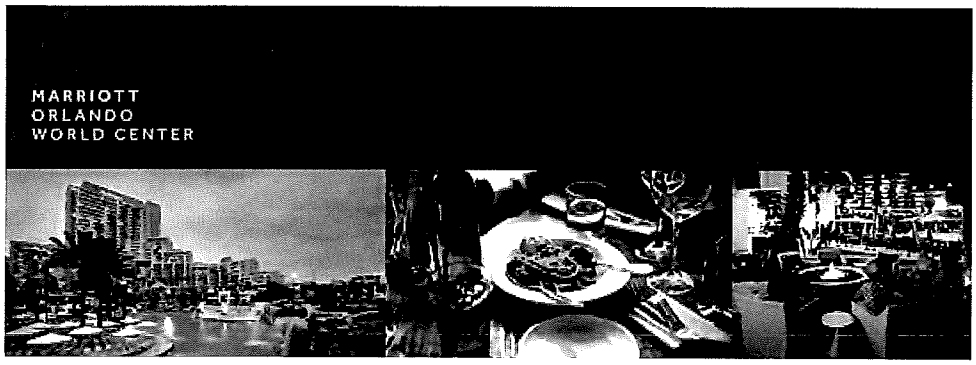
Item	Price	Qty	Total
FLC 2019 Annual Conference - Ana M. Garcia, ICMA-CM *When:* Aug 15, 2019 8:00 AM - Aug 17, 2019 9:30 PM *Where:* Orlando World Center Marriott 8701 World Center Dr. Orlando, FL 32821 *Registration option:* Aug 15, 2019 12:30 PM - Registration - City, County or Agency	550.00	1	550.00

Item Total	550.00
Shipping	0.00
Handling	0.00
Item Grand Total	550.00
Transaction Grand Total	550.00

Florida League of Cities, Inc.
301 S Bronough St Ste 300 (32301)
PO Box 1757
Tallahassee, Florida 32302-1757

Lottier, Christine

From: The Orlando World Center Marriott Team <groupcampaigns@pkghlrss.com>
Sent: Wednesday, May 15, 2019 3:21 PM
To: Lottier, Christine
Subject: The Orlando World Center Marriott Reservation Confirmation - Garcia 32LX29BT



Reservation Confirmation

Dear Ana Garcia,

We are pleased to confirm your reservation with Marriott. Below is a summary of your booking and room information. We look forward to making your stay gratifying and memorable. When you're traveling away from home you can always count on Marriott.

Orlando World Center Marriott

Reservation Details

Confirmation number: 32LX29BT
Your hotel: Orlando World Center Marriott
Check-in: Aug 14, 2019 (Check-in time: 4:00 PM)
Check-out: Aug 18, 2019 (Check-out time: 11:00 AM)
Room type: Standard Room
Number of rooms: 1
Guests per room: 1
Guest name: Ana Garcia
Reservation confirmed: May 15, 2019
Guarantee method: Credit Card

Summary of Room Charges	Cost per night per room
Aug 14, 2019 - Aug 18, 2019	176.00
Estimated taxes and fees	Room Rates shown do not include 12.50% Hotel Room Tax (subject to change). Total room charges will include all room fees and taxes.
Total for stay (for all rooms) not including applicable taxes/fees	**704.00**
Add-Ons:	

Orlando World Center Marriott will make every effort to accommodate the below requests, however they are not guaranteed.

•

Cancelling your Reservation

Cancellations made within 72 hours of arrival will forfeit one night's room and tax.

You may modify or cancel your reservation here or call 1-888-789-3090 in the US and Canada. Elsewhere, call 1-407-238-8618. Contact us if you have any questions about your reservation.

Planning Your Trip

Dine Around Our World: 10 Restaurants & Lounges

Step Into Ultimate Relaxation: Boutique Spa

Hit the Links: On-site Golf

Enjoy Endless Recreation: Pools, Fitness & Fun

Light Up the Night: Laser Show

City of Dania Beach
Travel Per Diem Calculator

Traveler Name: Ana M. Garcia

Description of Trip: Attend Florida League of Cities 93rd Annual Conference

FY 19 Per Diem Rate: **$ 66.00**

Destination: Orlando, Florida

First Date of Travel 14-Aug-19

Last Date of Travel 18-Aug-19

			Travel				Travel
	Monday	**Tuesday**	**Wednesday**	**Thursday**	**Friday**	**Saturday**	**Sunday**
Date			**14-Aug-19**	**15-Aug-19**	**16-Aug-19**	**17-Aug-19**	**18-Aug-19**
Breakfast ($16)				$ -	$ -	$ -	
Lunch ($17)				$ 17.00	$ 17.00	$ -	
Dinner ($28)				$ 28.00	$ 28.00	$ -	
Incidentals ($5)				$ 5.00	$ 5.00	$ 5.00	
Total Daily total =			**$ 49.50**	**$ 50.00**	**$ 50.00**	**$ 5.00**	**$ 49.50**

	Monday	**Tuesday**	**Wednesday**	**Thursday**	**Friday**	**Saturday**	**Sunday**
Date							
Breakfast ($16)							
Lunch ($17)							
Dinner ($28)							
Incidentals ($5)							
Total Daily total =							

Pro-rating Per Diem for Travel Date of Departure/Return: **$ 49.50**

Total Per Diem Due to Traveler **$ 204.00**

Meal Exclusions		
Date	**Meal Provided**	**Amount**
15-Aug-19	Breakfast	$ 16.00
16-Aug-19	Breakfast	$ 16.00
17-Aug-19	Breakfast	$ 16.00
17-Aug-19	Lunch	$ 17.00
17-Aug-19	Dinner	$ 28.00
Total Exclusions		**$ 93.00**

U.S. General Services Administration

FY 2019 Per Diem Rates for Orlando, Florida

Meals & Incidentals (M&IE) Breakdown

Primary Destination	County	M&IE Total	Continental Breakfast/Breakfast	Lunch	Dinner	Incidental Expenses	First & LastDay of Travel
Orlando	**Orange**	$66	$16	$17	$28	$5	$49.50

YOUR TRIP:

Total Route: **6 hr 23 min - 416 miles**

Est. Fuel cost: $29.60 - IRS Reimbursement: $241.49

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 64.37 miles

5. Merge onto W Indiantown Rd/FL-706 W via EXIT 87B toward Okeechobee.

Then 0.87 miles

6. Merge onto FL-91 N toward Orlando (Portions toll).

Then 132.66 miles

7. Take the Osceola Parkway exit, EXIT 249.

Then 0.28 miles

8. Turn left onto E Osceola Pkwy (Portions toll).

Then 6.20 miles

9. Turn slight right onto ramp.

Then 0.41 miles

10. Turn left onto N Poinciana Blvd (Portions toll).

Then 0.10 miles

11. Turn right onto Vineland Rd/FL-535. Continue to follow FL-535.

Then 1.35 miles

12. Turn slight left onto World Center Dr/FL-536.

Then 0.47 miles

13. Turn right onto World Center Dr.

Then 0.14 miles

14. 8701 WORLD CENTER DRIVE.

Orlando World Center Marriott

This leg: 3 hr 13 min - 208.04 miles

1. Start out going west on World Center Dr toward Vacation Way.

Then 0.04 miles

2. Make a U-turn onto World Center Dr.

Then 0.18 miles

3. Turn left onto World Center Dr/FL-536.

Then 1.10 miles

4. Merge onto FL-417 N (Portions toll).

Then 6.03 miles

5. Merge onto FL-91 S via EXIT 12 toward Miami (Portions toll).

Then 134.47 miles

6. Take the FL-706 exit, EXIT 116, toward Jupiter.

Then 0.52 miles

7. Turn left onto W Indiantown Rd/FL-706.

Then 0.14 miles

8. Merge onto I-95 S toward W Palm Beach.

Then 64.12 miles

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

Then 0.39 miles

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

Then 0.02 miles

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

Then 1.01 miles

12. Turn slight left onto SW 3rd Ave.

Then 0.27 miles

13. Turn right onto W Dania Beach Blvd.

Then 0.03 miles

14. 100 W DANIA BEACH BLVD is on the right.

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

This leg: 3 hr 10 min - 208.33 miles

IRS issues standard mileage rates for 2019

IR-2018-251, December 14, 2018

WASHINGTON — The Internal Revenue Service today issued the 2019 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, 2019, the standard mileage rates for the use of a car (also vans, pickups or panel trucks) will be:

- 58 cents per mile driven for business use, up 3.5 cents from the rate for 2018,
- 20 cents per mile driven for medical or moving purposes, up 2 cents from the rate for 2018, and
- 14 cents per mile driven in service of charitable organizations.

The business mileage rate increased 3.5 cents for business travel driven and 2 cents for medical and certain moving expense from the rates for 2018. The charitable rate is set by statute and remains unchanged.

It is important to note that under the Tax Cuts and Jobs Act, taxpayers cannot claim a miscellaneous itemized deduction for unreimbursed employee travel expenses. Taxpayers also cannot claim a deduction for moving expenses, except members of the Armed Forces on active duty moving under orders to a permanent change of station. For more details see Notice-2019-02.

The standard mileage rate for business use 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 limitations are described in section 4.05 of Rev. Proc. 2010-51.

SUN PASS®
PREPAID TOLL PROGRAM

Toll Calculator

Payment Type
◉ SunPass ○ Cash ○ TOLL-BY-PLATE

Axle Count
◉ 2 ○ 3 ○ 4 ○ 5 ○ 6 ○ 7 ○ 8

Route Detail
Start Point: Griffin Rd. - $0.26
Cypress Creek Toll Plaza - $1.06
Lantana Plaza - $0.00
Three Lakes Plaza - $12.21
End Point: Central Florida Greeneway (SR 417) - $0.00

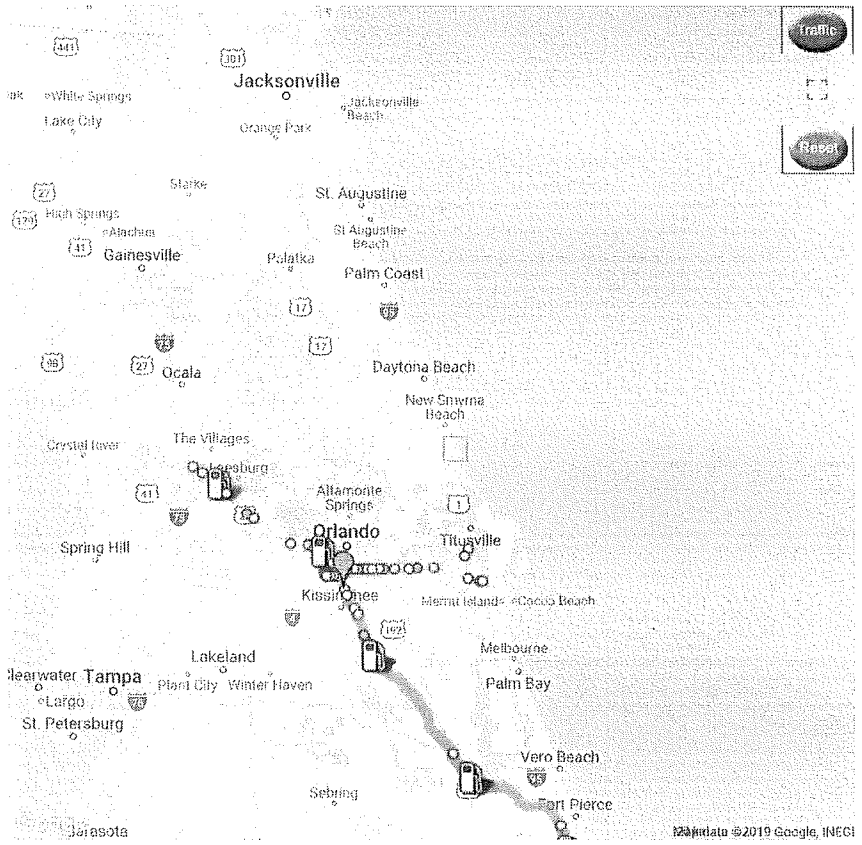
Trip Cost: $13.53

Payment Options

Toll Violation Info

Construction Info

Toll Calculator Instructions



Download the Toll Calculator Mobile App!

Google play | App Store

Supported Browsers
IE10 or newer, Firefox and Chrome
IE11 may require adjustments to the compatibility settings

Toll rates effective as of July 1, 2015
Please note that the toll values shown in this application are the same as the toll rates displayed at each respective toll collection location on the Turnpike system, which are shown via roadway signs and toll tickets. In the unlikely event that there is a discrepancy between the toll rates shown in this application and those displayed at the toll collection locations, those shown at the toll collection locations are the official toll rates on the Turnpike system facilities.

Map Legend
Interchange
Mainline Toll Point
Service Plaza

FLCities

93RD ANNUAL CONFERENCE

August 15-17, 2019 ▪ Orlando World Center Marriott

Registration Information

FLORIDA LEAGUE OF CITIES, INC.

Paid registration is required to receive housing information, so sign up early! See page 10 for details.

Hotel Registration Deadline: July 24, 2019

Conference Registration Deadline: August 2, 2019

#FLCities2019

General Information

The **93rd Annual Conference of the Florida League of Cities** will be held August 15-17, 2019, at the Orlando World Center Marriott.

The conference is an opportunity for municipal officials and senior staff to enhance leadership skills, learn from municipal experts, share ideas with peers, discuss strategies for Florida's future and hear about the latest in products and services for municipal governments.

This year's conference will include breakout sessions, committee meetings, keynote presentations, awards and more. Plus, we will be discussing and adopting the FLC 2020 Legislative Action Agenda to guide advocacy efforts at the state Capitol. Don't miss this opportunity to learn, network and share.

Location/Dates

Orlando World Center Marriott
Thursday, August 15 - Saturday, August 17, 2019

Registration Hours

Thursday, August 15:	7:30 a.m. - 7:00 p.m.
Friday, August 16:	7:00 a.m. - 5:00 p.m.
Saturday, August 17:	7:30 a.m. - 4:00 p.m.

Registration Fees

City/County/Government ($550), **Corporate** ($650) and **Guest** ($150): These fees cover your name badge, admission to all conference sessions and the exhibit hall, refreshment breaks, Friday's membership networking event, Saturday's Past Presidents' Luncheon and the Inaugural Celebration Saturday night.

NOTE: Registrants are defined as any elected government official or any employee of governments, organizations or corporations. **Guests** are defined as spouses, partners or other non-professional relations of conference delegates. Guest registration **may not** be used for other elected government officials, staff or company representatives.

Teen Guest 13-18 years ($20) and **Child Guest 3-12 years** ($15): These fees cover your name badge, admission to the exhibit hall, Friday's membership networking event and refreshment breaks. **Teen and child guest registration does not include Saturday's Past Presidents' Luncheon or Inaugural Celebration.**

Exhibit Hall Pass ($50): This pass allows family members and guests who are not registered for the conference to visit our vendors on Thursday and Friday. Passes permit access to the exhibit hall on Thursday afternoon, Thursday evening and Friday morning. The pass allows access to all events in the exhibit hall, as well as Friday's membership networking event. **The pass is not good for any other conference events and is not equivalent to a registration.**

Youth Council Program ($75): This fee covers all Youth Council Program activities on Saturday, plus lunch. See page 12 for details and registration information.

Registration Procedures

Mail Registration

To register in advance, fill out the registration form on page 11, attach a check for the appropriate fee and mail it to the League office by **Friday, August 2, 2019**. Your name badge and other information can be picked up at the conference registration desk.

Online Registration

Visit the League website, *flcitiesconference.com,* to access online registration.

If you register online, there are two payment options. You can send your registration fees by check to the Florida League of Cities. **(Note: You are not registered until we receive your payment, and you will not receive your housing information until your registration is paid.)** Or, you can simply pay online with your Visa, Mastercard or American Express. Registrations submitted and paid online via credit card will automatically be marked as paid, and you will receive your conference confirmation immediately via email! Conference confirmations include your registration information, totals and registration number for your reference. Please check your confirmation carefully to verify that all information is correct. Please inform the League immediately of any errors. **Please note that payments via credit card may be made online only.**

Deadlines

Registration – Conference registration forms must be received no later than **Friday, August 2, 2019**. If you are unable to meet this deadline please register on-site. **NOTE: Registration fees will increase to $580 for government and $680 for corporate registrants for all registrations done on-site**, so we encourage you to register in advance.

Hotel Reservations – The cut-off date for reservations at the Marriott is **July 24, 2019.** Reservations must be made via an FLC-provided security code only; no one will receive housing information until **after** their **paid** registration is received. Please see page 10 for more details.

Cancellation Policy

Conference registration cancellations must be done in writing via email or fax to ***mhowe@flcities.com* or (850) 222-3806.** All cancellations received in the FLC office by 5:00 p.m., **Friday, August 2, 2019**, will receive refunds, minus a **$50.00** cancellation fee. Refunds will be issued after the conference. **No refunds can be made after August 2 or for early departure from the conference.**

Hotel deposits will be refunded only if the hotel is given notification no later than **72 hours** prior to the scheduled arrival date.

Special Needs

If you are physically challenged and require special services, or if you have special dietary needs (i.e. allergies or Kosher or vegetarian meals), please attach a written description to your registration form. Contact the hotel directly if you will need any special accommodations in your room.

Continuing Education Credit

Some of the conference's educational sessions may be eligible for continuing education credit through the Florida Bar and/or the Florida Board of Accountancy. It is the attendee's responsibility to submit these hours for approval. FLC will provide sign-in sheets at each session and will send certificates of attendance to all delegates who complete the sign-in sheets.

Live Feeds via Social Media

The League will be posting real-time updates and photos via Twitter, Facebook, Instagram and YouTube during the conference. Follow, friend or like **@FLCities** on all major platforms. Connect with the conversation or pose questions by using the hashtag **#FLCities2019** in all your conference-related posts.

Thursday is City Shirt Day!

We encourage all of you to show your city spirit by wearing your city shirt on **Thursday, August 15**.

Contact Information

For additional information, please contact Melanie Howe at *mhowe@flcities.com* or (850) 222-9684.

Tentative Program

Following is a tentative schedule of conference events. Be sure to check our website for updates!

Wednesday, August 14, 2019

8:30 a.m. - 1:00 p.m.
Research Symposium
Additional registration required through the League's Center for Municipal Research and Innovation; contact Liane Giroux at lgiroux@flcities.com.

2:00 p.m. - 5:00 p.m.
Florida League of Mayors Roundtable
Additional registration required through the Florida League of Mayors; contact Rachel Embleton at rembleton@flcities.com.

Thursday, August 15, 2019

7:30 a.m. - 7:00 p.m.
Registration Desk Open

8:00 a.m. - 12:00 p.m.
Continuing Education in Ethics: Have You Completed Your Hours?
Florida's municipal elected officers are required to take four specific hours of continuing education in ethics per year. If you haven't completed your hours yet, this is your opportunity! The four hours include two hours on the Florida Ethics Law (Chapter 112, Florida Statutes), one hour of public meetings (Chapter 286, Florida Statutes) and one hour of public records (Chapter 119, Florida Statutes). If your hours are completed, this is a good refresher class.
NOTE: *You must be registered for the full conference to attend this session, and pre-registration is required. Registration is limited to the first 150 people. See the registration form for details.*

9:00 a.m. - 10:00 a.m.
Florida League of Mayors Nominating Committee Meeting

10:00 a.m. - 11:00 a.m.
Florida League of Mayors Business Meeting
For more information, contact Rachel Embleton at rembleton@flcities.com.

11:00 a.m. - 12:00 p.m.
Florida League of Mayors Board of Directors Meeting

12:30 p.m. - 7:30 p.m.
Exhibit Hall Open

1:00 p.m. - 3:00 p.m.
"Cities 101" Workshop
If you are newly elected or newly appointed, this "crash course" is designed for you. Details about Florida municipalities, services and governing challenges will be discussed. This is a prequel to the popular Institute for Elected Municipal Officials but is not a substitute for the three-day IEMO class.

Thursday, August 15, 2019

1:00 p.m. - 3:00 p.m.
Legislative Policy Committee Meetings
Finance, Taxation and Personnel
Land Use and Economic Development
Municipal Administration
Transportation and Intergovernmental Relations
Utilities, Natural Resources and Public Works

3:15 p.m. - 5:00 p.m.
Workshops

5:00 p.m. - 6:00 p.m.
Federal Action Strike Team Meeting

5:15 p.m. - 6:00 p.m.
First-Time Attendees' Orientation
If this is your first FLC Conference, **welcome!** This workshop will acquaint you with the League, the conference program (with tips for the best use of your time), how to get involved in your local or regional league, FLC legislative policy committees and other municipal services.

6:00 p.m. - 7:30 p.m.
President's Welcome Reception in Exhibit Hall

Friday, August 16, 2019

6:30 a.m. - 8:00 a.m.
5K Fun Run
See page 9 for full details.

7:00 a.m. - 8:30 a.m.
Florida Black Caucus of Local Elected Officials Breakfast
To be eligible to attend, a membership application and paid dues must be submitted. Membership applications can be obtained at fbcleo.org. For more information regarding FBC-LEO, visit their website.

7:00 a.m. - 9:00 a.m.
Continental Breakfast in Exhibit Hall

7:00 a.m. - 1:15 p.m.
Exhibit Hall Open

7:00 a.m. - 5:00 p.m.
Registration Desk Open

8:00 a.m. - 9:00 a.m.
Workshops

9:15 a.m. - 10:30 a.m.
Resolutions and Legislative Committee Meetings

9:15 a.m. - 10:30 a.m.
Workshops

10:45 a.m. - 12:15 p.m.
Opening General Session
Featuring the presentation of the E. Harris Drew Award and a keynote presentation by **Mark McQueen.**

11:00 a.m. - 3:00 p.m.
Grants Expo
Need Information on available grants and technical assistance? Don't miss this opportunity to talk with representatives from various federal, state and nonprofit organizations about their grant programs, ranging from housing and historic preservation to emergency management and economic development.

12:15 p.m. - 1:15 p.m.
Sidewalk Café in Exhibit Hall (Cash Sales)

1:30 p.m. - 2:30 p.m.
Workshops

2:45 p.m. - 4:00 p.m.
Workshops

4:15 p.m. - 5:30 p.m.
Workshops

6:00 p.m. - 7:00 p.m.
Membership Networking Event

Evening Open

Saturday, August 17, 2019

7:30 a.m. - 8:30 a.m.
Various Local/Regional League Breakfast Meetings
Contact your local league for more information.

7:30 a.m. - 4:00 p.m.
Registration Desk Open

MAJOR GENERAL (RETIRED)
MARK T. MCQUEEN
CITY MANAGER , CITY OF PANAMA CITY

When **Mark McQueen** started his job as city manager of Panama City, little did he know that two weeks later a massive Category 5 hurricane would directly hit, resulting in catastrophic damage to most of the city. The recently retired two-star general has served multiple deployments in Bosnia, Afghanistan and Baghdad. He used his 30 years of experience and knowledge to respond to the disaster zone left from Hurricane Michael. You won't want to miss McQueen share his ongoing story of recovery and resilience.

McQueen was an ROTC Distinguished Military Graduate at Auburn University, where he received a Bachelor of Science in finance. He was commissioned in the Army as an Adjutant General's Corps officer and later transferred into the Civil Affairs Corps, which was then a part of the Army's Special Operations Command.

McQueen has served in every level of command and staff, from company command to general officer. He has served in multiple deployments, including Operation Joint Endeavor in Bosnia, Operation Enduring Freedom in Afghanistan and Operation Iraqi Freedom in Baghdad, Iraq.

His awards and decorations include the Legion of Merit (with two oak leaf clusters), Bronze Star, Defense Meritorious Service Medal, Meritorious Service Medal with 3 oak leaf clusters, Army Commendation Medal with oak leaf cluster, Army Achievement Medal with oak leaf cluster and Combat Action Badge.

Saturday, August 17, 2019 (Continued)

8:30 a.m. - 9:00 a.m.
Voting Delegate Registration Open

8:30 a.m. - 4:30 p.m.
Youth Council Program
See page 12 for details and registration information.

9:00 a.m. - 10:00 a.m.
Annual Business Meeting

10:15 a.m. - 12:15 p.m.
Second General Session
Featuring recognition of the Years of Service awards and a keynote address by **Josh Linkner.**

12:30 p.m. - 2:15 p.m.
Past Presidents' Luncheon and Installation of New President

2:30 p.m. - 5:00 p.m.
Workshops

6:00 p.m. - 10:00 p.m.
Childcare Provided
Pre-registration required. See enclosed form to register.

6:30 p.m. - 9:30 p.m.
Inaugural Celebration
Join us for a delicious buffet dinner and strolling entertainment, then dance the night away to the sounds of the **Miami Power Band**, accompanied by guest artist **Eric Perez** on congas and percussion.

Schedule and speakers subject to change.

JOSH LINKNER

Josh Linkner, who started his career as a jazz guitarist, has been the founder and CEO of five tech companies, which sold for a combined value of over $200 million. His is also a deeply experienced business leader, venture capitalist, top-rated keynote speaker, *New York Times* bestselling author and a professional jazz guitarist. He is a world-renowned expert on innovation, disruption and hyper-growth leadership.

Additional Activities

Off-Site and Children's Activities

The Marriott provides a professional concierge desk to answer all questions regarding what to do, where to dine and how to get there, as well as brochures on area attractions, shopping and restaurants. The Marriott also offers a wide range of children's activities that changes daily. For complete information, please contact the Marriott at (407) 239-4200 or visit their Web site at *marriottworldcenter.com*.

FLC 5K Fun Run

We will be holding our fourth biennial **Florida League of Cities 5K Fun Run/Walk** on **Friday, August 16 at 6:30 a.m.** (Please plan to meet by 6:15 a.m.) The run will take place on the grounds of the Marriott World Center's golf course and is open to everyone participating in the conference. This will be a "fun run" and will not be a timed event. There is no charge for the event, **but pre-registration is required.** (See main registration form.) All participants will receive a T-shirt and gym towel. Light refreshments will be provided after the race. So come on out and start your morning off right with a FUN RUN and great company!

Saturday Night Childcare

Childcare services will be available on **Saturday, August 17, from 6:00 p.m. until 10:00 p.m.** during the Inaugural Event. This service, provided by the League through Sitter Solutions, will be offered at no charge, but pre-registration is required.

The League will provide pizza, popcorn and drinks. Sitter Solutions will provide quality childcare with loads of activities and games. Toys will be provided for children 1-3 years old, as well as videos for quiet time. Pillows and blankets will also be available. This service is licensed, bonded, insured and CPR-trained, and there is no cost to you.

Agenda

6:00 p.m. – 6:30 p.m.	Registration
6:30 p.m. – 7:30 p.m.	Dinner
7:30 p.m. – 10:00 p.m.	Activities
10:00 p.m.	Closes

Please be sure to pick up your child by 10:00 p.m.

In order for us to provide this service, you will need to fill out the Childcare Registration Form on page 13 so we can determine how many sitters will be needed. Please return childcare forms to Melanie Howe, *mhowe@flcities.com,* fax (850) 222-3806 or mail to P.O. Box 1757, Tallahassee, FL 32302-1757.

Conference Housing Information

The Orlando World Center Marriott will serve as the conference hotel. It is located at 8701 World Center Drive in Orlando. The resort phone is (407) 239-4200. (**NOTE:** Reservations may be made via an FLC-provided security code only. Please **do not** call the resort to make reservations until you receive this code, which will be provided with your paid registration.) FLC has secured the reduced rate of **$5.00** per day for self-parking and **$15.00** per day for valet parking.

Located on 200 lush acres only minutes away from Orlando's main attractions, the Marriott features championship golf, award-winning cuisine and an exquisite spa. There are multiple restaurants and lounges, a lagoon pool and lots of activities for the family. Visit the hotel's website at marriottworldcenter.com for more details.

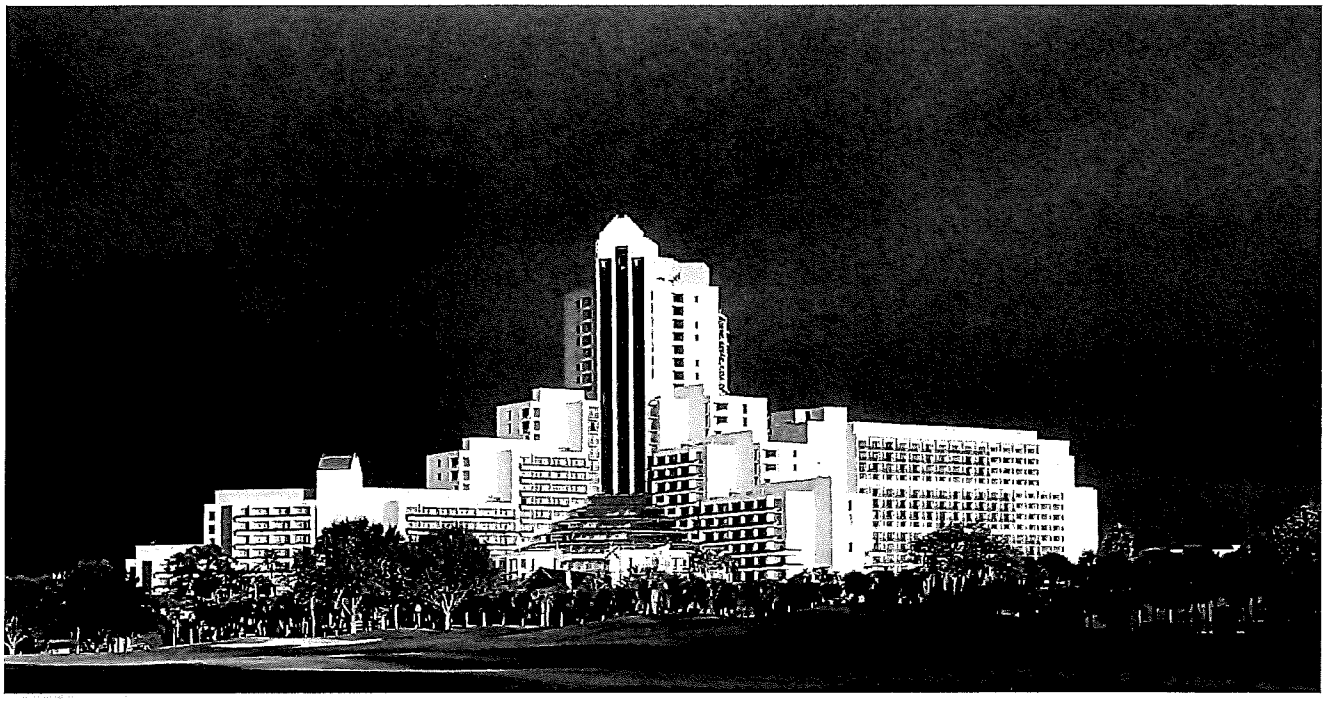
NOTE: The Marriott is a smoke-free property.

ROOM RESERVATIONS - IMPORTANT - PLEASE READ

In order to protect our room blocks for conference registrants, it is our policy that no one will receive housing information **until we have received your PAID registration.** Once your registration is paid, you will be sent housing information via e-mail. (If you do not have an e-mail address, we will mail or fax the information to you.) **NOTE:** If you register online, but choose to mail in your check, you **will not** receive your housing information until your registration is **paid.**

Please note that the reservation cut-off date at the Marriott is **July 24, 2019,** and the rate is **$176/night.** It is important that you register for the conference early so you have plenty of time to make your reservations. **Availability is on a first-come, first-served basis.**

Remember that we are unable to guarantee reservations for anyone or the exact date on which the hotel block will sell out, **so please register early.**



2019 FLC Annual Conference Registration

August 15-17, 2019 | Orlando World Center Marriott

Florida League of Cities | P.O. Box 1757 | Tallahassee, FL 32302 | (850) 222-9684 | Fax (850) 222-3806 | *mhowe@flcities.com*

Return completed form with check payment to Florida League of Cities, P.O. Box 1757, Tallahassee, FL 32302-1757; or visit the League website, *flcitiesconference.com,* to access online registration. **NOTE: Credit card payments may only be made online.**

DELEGATE INFORMATION

Name:_____ |_____| _____
First *M.I.* *Last*

First Name or Nickname: _____
As You Wish to Appear on Badge

Title:_____ Affiliation: _____
City, County, Government or Company

Mailing Address: _____

City: _____ State:_____ Zip: _____

Phone Number: _____ Fax Number: _____

Email Address (for confirmations): _____
Please provide the address of the person who should receive the confirmation.

First-Time Attendee? ☐ Yes ☐ No Contact Person: _____

GUEST INFORMATION (Please complete only if registering a guest for the conference.)

Guest's Name: _____ First Name: _____
As You Wish to Appear on Badge

Child's Name: _____ Age:_____ First Name: _____
As You Wish to Appear on Badge

Child's Name: _____ Age:_____ First Name: _____
As You Wish to Appear on Badge

REGISTRATION FEES	NO.	FEE	TOTAL FEE
City/County/Government	___	@ $550.00*	$ _____
Corporate	___	@ $650.00*	$ _____
Guest	___	@ $150.00	$ _____
Guest (13-18 years)	___	@ $20.00	$ _____
Guest (3-12 years)	___	@ $15.00	$ _____
Exhibit Hall Pass	___	@ $50.00	$ _____

OPTIONAL ACTIVITIES	NO.	FEE	TOTAL FEE
Thursday, August 15			
Ethics Session	___	@ $0.00	$ _____
Friday, August 16			
5K Fun Run	___	@ $0.00	$ _____
T-shirt size? _____			
Saturday, August 17			
Extra Luncheon Ticket	___	@ $50.00	$ _____
Extra Inaugural Celebration Ticket	___	@ $60.00	$ _____
		Total	**$**_____

***NOTE: Registration fees will increase to $580 for government and $680 for corporate for all registrations done onsite.**

SPECIAL NEEDS

If you require special services, or have special dietary needs, please attach a written description to your registration form.

REGISTRATION

Registration form must be accompanied by payment made payable to **Florida League of Cities**. Mail this form to: Florida League of Cities, P.O. Box 1757, Tallahassee, FL 32302-1757.

Registration forms must be postmarked by **August 2, 2019. Remember:** You will not receive housing information until we have received your **PAID** registration.

CANCELLATION POLICY

All cancellations received in writing via email or fax to ***mhowe@flcities.com*** or **(850) 222-3806** and received by 5:00 p.m., **August 2, 2019,** will receive refunds, minus a **$50.00** cancellation fee. Refunds will be issued after the conference. **No refunds can be made after August 2 or for early departure from the conference.**

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)
Approval of Fiscal Year 2020 Business License Renewals for Auctioneers and Psychics

Purchasing Requests ONLY		
Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached
DFA-19-031 BTR Renewal for Psychic & Auctioneers, Kodner Estate Holdings - 2019, Kodner Galleries - 2019, Whitley's Autioneers Inc - 2019, Psychic Vision Center - 2019, Josie Johnson - 2019, Gifted Psychic - 2019, Auctioneers+Code, Psychics++Code

CITY OF DANIA BEACH
FINANCE DEPARTMENT
MEMORANDUM

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

TO: Honorable Mayor Lori Lewellen
Honorable Vice-Mayor Lauren Odman
Honorable Commissioner Chickie Brandimarte
Honorable Commissioner Bill Harris
Honorable Commissioner Tamara James

FROM: Ana M. Garcia, City Manager, ICMA-CM DFA-19-031

BY: Nicki Satterfield, Finance Director

DATE: June 25, 2019

SUBJECT: Business Tax Receipts for FY 2020

REQUEST

The Administration requests Commission review and approval to renew existing Business Tax Receipts for Auctioneers and Psychics as required by City Code of Ordinance Sections 21-52 and 12-5.

BACKGROUND

In order to issue a renewal Business License for the specific businesses listed below, the applicant has been reviewed by Broward Sheriff Office in compliance with State, County and City ordinance. Every renewal for these specific Business Licenses requires consideration and approval or denial by the City Commission due to the nature of their business as provided by the City's Code of Ordinances. Below is a listing of the renewals for FY 2019-2020 and the year the appropriate license originally went into effect.

1. Kodner Estate Holdings (d/b/a J. Kodner Galleries) – 15 S Federal Hwy (2000)
2. Kodner Galleries, Inc. – 45 S. Federal Highway (2017)
3. Whitley's Auctioneers, Inc. (d/b/a Whitley Collection) – 485 S. Federal Highway (2017)
4. Sandy Demetro (d/b/a Psychic Vision Center) - 4409 Stirling Road (2012)
5. Josie Johnson (d/b/a Psychic Readings) – 219 N. Federal Highway (2012)
6. Gifted Psychic Inc. – 2511 Stirling Road (2015)

BUDGETARY IMPACT

The revenue received from renewal of these licenses will be $8,092.25 for fiscal year 2019-2020.

RECOMMENDATION

There are no Issues at this time per review by Broward Sheriff's Office. Recommendation is for Commission to approve renewal of existing Business Tax Licenses for Auctioneers and Psychics as required by City Code of Ordinances.

CITY OF DANIA BEACH
DEPARTMENT OF FINANCE
MEMORANDUM

TO: Captain Daniel J Marks
Broward Sheriff's Office

THRU: Nicki Satterfield
Finance Director

FROM: Megan Jelaso
Revenue Coordinator

RE: Request Background Check for an Auctioneer's
Local Business Tax
Kodner Estate Holdings – 15 S Federal Hwy Ste # 13

DATE: June 10, 2019

Joshua Kodner has requested approval for the renewal of his auctioneer's local business tax receipt. Section 21-52 of the Dania Beach Code of ordinances indicates such license is to be granted or reviewed by the City Commission on an annual basis.

The renewal concerns the license of Joshua Kodner for property at 15 S Federal Hwy Ste # 15. The applicant will be given notice that a hearing will be held before the City Commission meeting once the request is completed.

Section 21-52 (d) lists the criteria by which the City Commission may refuse or revoke renewal of an auctioneer's license. One of the steps in obtaining renewal is for the Chief of Police to check for any violations as stated in Section 21-52 (d). A copy of the code section is attached.

In order to process this request to be heard before the City Commission meeting, the background check for any/stated violations would need to be completed by June 19, 2019. Please contact us should you have any questions.

Attachment

mj

CITY OF DANIA BEACH

Local Business Tax Receipt Division
100 W Dania Beach Blvd. Dania Beach, FL 33004
954-924-6800 x3672 - FAX 954-922-5819

Lic. #:	
Fee:	

RECEIVED
NOV 01 2017
BY: _____

Business License Application Form

Date of Application: 6/13/17

Property Folio: _____

Please fill in all areas as applicable (INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED)

Business Information:

Name of Business: Kodner Estate holdings
Business Phone: 954-342-9684
D/B/A: J. Kodner Galleries
Business Fax: _____
Business Address: 13 S Federal Hwy #13
Emergency #: _____
Mailing Address: 13 S. Federal Hwy #13
In an Enterprise Zone? _____
Email Address: INFO@JKodner.com
If yes, # of Employees: _____
Federal ID (EIN) or Social Security #: 47-3612274
Dept. of Revenue Sale & Use Tax #: _____

Business Owner(s) Name(s)	Address	DOB	Home Phone
JOSHUA Kodner	13 S Federal HWY	[redacted]	305.680.8680

Person Applying for License:

Name: JOSHUA Kodner
Title: President (Within company)
Phone: 954-342-9684
Cell Phone: 305.680.8680
Email: INFO@JKodner.com

Type of License Requested (Check one please):

- (X) New License
- ( ) Transfer Ownership
- ( ) Transfer Location
- ( ) Home Based Occupation
- ( ) Update License Information
- ( ) Business Name Change

Proposed Use:	Art & Antique gallery, online Auctions, No people In House, Internet sales.

(Description of use MUST be included with application. Attach additional sheets on company letterhead as needed.)

Specialized Information (Fill in only if applicable):

Restaurant: ____ (Number of seats)
Service Station: ____ (Number of pumps)
Manufacturer: ____ (Number of employees)
Beauty Salon: ____ (Number of stations)
Real Estate: ____ (Number of salespersons)

Insurance/Sanitation Information (REQUIRED):

Name of Insurance Co: ACORD/Fiorentino Insurance Group
Phone: 561.368.4704
★ Sanitation Company: Progressive Waste Solutions
Phone: 305-638-3800

I hereby certify that the above information is complete, true and correct; and further I understand that any misstatement of facts contained in this application may cause the license to be revoked.

SIGNATURE OF APPLICANT

10/25/17
DATE

CITY OF DANIA BEACH

Department of Community Development
Zoning Division

CERTIFICATE OF USE

CERTIFICATE #: CU-17-204 **RECORD #:** 002976

BUSINESS NAME: Kodner Estate Holdings

BUSINESS ADDRESS: 15 South Federal Hwy Dania Beach, FL 33004

BLDG #: 15 **BAY #:** 13

BUSINESS PHONE: 305-680-8680

BUSINESS USE(S): * General office use with open space
- Online auction
- Internet Sales
- Art Gallery

PROPERTY ZONED: CC **FOLIO #:** 5042 3401 3380

CERTIFICATE APPROVED BY: Daniel Lozandier **DATE:** 08/08/2017

LIMITATION(S):

Note: A Business Tax Receipt (BTR) must also be obtained from the City in order to operate a Business

MUST BE POSTED AT BUSINESS LOCATION

Broward Sheriff's Office
District 2 - Dania Beach
Crime Prevention Unit
4601 SW 30 Ave
Dania Beach, FL 33312
Phone # 954-926-2400

Dania Beach Business Watch
Membership Application
(PLEASE PRINT)

Date: 6/12/17

Business Information

Business Name: J. Kodner Galleries

Business Address: 15 S. Federal Hwy #13

City: Dania Beach **State:** FL **ZIP:**

Business Phone: 954.342.9684 **Business Fax:**

E-Mail Address: INFO@JKodner.com

Hours of Operation: 10-5pm, by Appointment

Owner / Manager Contact Information

Name: JOSHUA Kodner

Address: 13. S. Federal Hwy

Home Phone: 954.342.9684 **Cellular:** 305.680.8680

Emergency Contact Information	
Name JOSHUA Kodner	Telephone 305.680.8680
	561.703.1043

Comments:

For information on this and other crime prevention programs, please contact our Crime Prevention Unit at 954.926.2400.

Zone #

REV 11/09

CITY OF DANIA BEACH

Local Business Tax Receipt Division
100 W Dania Beach Blvd. Dania Beach, FL 33004
954-924-6800 x3672 - FAX 954-922-5619

PROPERTY OWNER/LANDLORD AUTHORIZATION TO ISSUE LICENSE

I CERTIFY THAT I AM THE PROPERTY OWNER AND/OR AUTHORIZED AGENT OF THE PREMISES LOCATED AT: 15. S Federal HWY, DANIA BEACH 33004

LESSEE BAY/UNIT/SUITE #(S): 13 FOLIO #: _____

AND HAVE LEASED SAID PREMISES TO: JOSHUA KODNER

FOR THE PURPOSE OF CONDUCTING HIS/HER BUSINESS OF: Auction Gallery

I FURTHER UNDERSTAND THAT THE BUILDING WILL BE INSPECTED BY THE CITY OF DANIA BEACH INSPECTORS AND AGREE THAT **ANY VIOLATIONS** (STRUCTURAL, ELECTRICAL, PLUMBING, MECHANICAL, AND/OR FIRE PREVENTION) WILL BE CORRECTED BY ME OR THE LESSEE. I ALSO UNDERSTAND THAT NO ALTERATIONS OR ADDITIONS WILL BE MADE WITHIN OR TO THE PREMISES UNTIL THE PROPER PERMITS HAVE BEEN PROCURED. IN ADDITION, NO SIGNS WILL BE ALTERED OR INSTALLED UPON THE PREMISES WITHOUT THE PROPER PERMITS BEING PULLED. LASTLY, ANY VIOLATIONS NOT CORRECTED MAY BE CITED BY THE CODE COMPLIANCE DIVISION, WHICH PURSUANT TO FLORIDA STATE STATUTES, I AM HELD ULTIMATELY RESPONSIBLE FOR REGARDLESS OF ANY LEASE CONDITIONS OR AGREEMENTS WITH THE LESSEE.

B Kodner — **SIGNATURE OF OWNER OR AGENT**

Bruce Kodner — **PRINTED NAME**

President — **TITLE**

561-441-0971 — **PHONE NUMBER**

_____ — **DATE**

State of Florida: Bruce Kodner

County of Broward:

The foregoing instrument was acknowledged before me this 3 **day of** October, 2017, **by** ~~Giovanni Zurita~~ **who is personally know to me or who has produced** Drivers License **as identification, and who did (or did not) take an oath.**

_____

NOTARY PUBLIC **(SEAL)**

MY COMMISSION EXPIRES:

GIOVANNI ZURITA
Notary Public - State of Florida
Commission # GG 63815
My Comm. Expires Jan 18, 2021

REV 11/09

CITY OF DANIA BEACH

Local Business Tax Receipt Division
100 W Dania Beach Blvd. Dania Beach, FL 33004
954-924-6800 x3672 - FAX 954-922-5619

AFFIDAVIT OF INVENTORY

If your business carries an inventory of merchandise, you must have this affidavit properly executed and returned to the Division along with the completed application form(s). This does not include equipment, furniture, or other items used in the day to day operations of the business.

I certify that the average dollar ($) value of inventory maintained on the site of

J. Kodner Galleries — **is $** 25,000.00
NAME OF BUSINESS

Please fill in areas where applicable.
Percent of Inventory as Retail Product: _____ % Value of Inventory as Retail Product: $ _____
Percent of Inventory as Wholesale Product: _____ % Value of Inventory as Wholesale Product: $ _____
Total of Storage and/or Warehouse Space: _____ Square Feet

SIGNATURE OF OWNER OR OFFICER — **TITLE** President

Bruce Kodner — **PRINTED NAME** — **DATE** 10-3-17

State of Florida:

County of Broward:

The foregoing instrument was acknowledged before me this 3 **day of** October, 2017, **by** Guiovanni Zurita **who is personally know to me or who has produced** Drivers License **as identification, and who did (or did not) take an oath.**

_____
NOTARY PUBLIC **(SEAL)**
MY COMMISSION EXPIRES:

GUIOVANNI ZURITA
Notary Public - State of Florida
Commission # GG 63815
My Comm. Expires Jan 18, 2021

REV 11/09

Detail by Entity Name

Florida Limited Liability Company
KODNER ESTATE HOLDINGS, LLC

Filing Information

Document Number	L15000048801
FEI/EIN Number	47-3612274
Date Filed	03/18/2015
State	FL
Status	ACTIVE

Principal Address

1760 N Jog Road
Suite 150
West Palm Beach, FL 33411

Changed: 04/25/2016

Mailing Address

1760 N Jog Road
Suite 150
West Palm Beach, FL 33411

Changed: 04/25/2016

Registered Agent Name & Address

DFS AGENT, LLC
1760 N Jog Road
Suite 150
West Palm Beach, FL 33411

Name Changed: 02/15/2017

Address Changed: 04/25/2016

Authorized Person(s) Detail

Name & Address

Title AMBR

KODNER, JOSHUA J
1760 N Jog Road
Suite 150
West Palm Beach, FL 33411

Annual Reports

Report Year	Filed Date
2016	04/25/2016
2017	02/15/2017

Document Images

02/15/2017 -- ANNUAL REPORT	View image in PDF format
04/25/2016 -- ANNUAL REPORT	View image in PDF format
03/18/2015 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

2017 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L15000048801

Entity Name: KODNER ESTATE HOLDINGS, LLC

FILED
Feb 15, 2017
Secretary of State
CC8634228398

Current Principal Place of Business:

1760 N JOG ROAD
SUITE 150
WEST PALM BEACH, FL 33411

Current Mailing Address:

1760 N JOG ROAD
SUITE 150
WEST PALM BEACH, FL 33411 US

FEI Number: 47-3612274

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

DFS AGENT, LLC
1760 N JOG ROAD
SUITE 150
WEST PALM BEACH, FL 33411 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: PATRICK DISALVO 02/15/2017

Electronic Signature of Registered Agent — Date

Authorized Person(s) Detail :

Title	AMBR
Name	KODNER, JOSHUA J
Address	1760 N JOG ROAD SUITE 150
City-State-Zip:	WEST PALM BEACH FL 33411

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: JOSHUA J. KODNER AMBR 02/15/2017

Electronic Signature of Signing Authorized Person(s) Detail — Date

Electronic Articles of Organization
For
Florida Limited Liability Company

L15000048801
FILED 8:00 AM
March 18, 2015
Sec. Of State
tbrown

Article I

The name of the Limited Liability Company is:

KODNER ESTATE HOLDINGS, LLC

Article II

The street address of the principal office of the Limited Liability Company is:

10180 SE 67TH TER.
BELLEVIEW, FL. US 34420

The mailing address of the Limited Liability Company is:

10180 SE 67TH TER.
BELLEVIEW, FL. US 34420

Article III

The name and Florida street address of the registered agent is:

UNITED STATES CORPORATION AGENTS, INC.
13302 WINDING OAK COURT
A
TAMPA, FL. 33612

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: CHEYENNE MOSELEY, US CORP. AGENTS

Article IV

L15000048801
FILED 8:00 AM
March 18, 2015
Sec. Of State
tbrown

The name and address of person(s) authorized to manage LLC:

Title: AMBR
JOSHUA J KODNER
10180 SE 67TH TER.
BELLEVIEW, FL. 34420 US

Signature of member or an authorized representative

Electronic Signature: CHEYENNE MOSELEY, US CORP. AGENTS

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

2:28:38 PM 10/25/2017

Licensee Details

Licensee Information

Name:	**KODNER, JOSHUA (Primary Name)**
Main Address:	**804 E. WINDWARD WAY APT 215 LANTANA Florida 33462**
County:	**PALM BEACH**
License Mailing:	
LicenseLocation:	

License Information

License Type:	**Auctioneer**
Rank:	**Auctioneer**
License Number:	**AU4882**
Status:	**Current,Active**
Licensure Date:	**08/04/2017**
Expires:	**11/30/2019**

Special Qualifications **Qualification Effective**

Alternate Names

View Related License Information

View License Complaint

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: Customer Contact Center :: Customer Contact Center: 850.487.1395

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our Chapter 455 page to determine if you are affected by this change.

2:29:35 PM 10/25/2017

Licensee Details

Licensee Information

Name:	**KODNER, JOSHUA (Primary Name)**
Main Address:	**804 E. WINDWARD WAY APT 215 LANTANA Florida 33462**
County:	**PALM BEACH**
License Mailing:	
LicenseLocation:	

License Information

License Type:	**Auctioneers Owner/Shareholder**
Rank:	**Owners**
License Number:	**OR2114**
Status:	**Current**
Licensure Date:	**03/24/2017**
Expires:	

Special Qualifications **Qualification Effective**

Alternate Names

View Related License Information

View License Complaint

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: Customer Contact Center :: Customer Contact Center: 850.487.1395

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TRAVELERS

BOND
(License or Permit - Definite Term)

Bond No. 106826087

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, Kodner Estate Holdings, as Principal, and Travelers Casualty and Surety Company of America, a corporation duly incorporated under the laws of the State of Connecticut and authorized to do business in the state of FLORIDA, as Surety, are held and firmly bound unto City of Dania Beach, as Obligee, in the penal sum of One Thousand ($1,000.00) Dollars, for the payment of which we hereby bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents.

WHEREAS, the Principal has obtained or is about to obtain a license or permit for Auctioneer.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the Principal shall faithfully comply with all applicable laws, statutes, ordinances, rules or regulations, pertaining to the license or permit issued, then this obligation shall be null and void; otherwise to remain in full force and effect.

This bond is for a definite term beginning November 01, 2017, and ending November 01, 2018, and may be continued at the option of the Surety by Continuation Certificate.

PROVIDED, that regardless of the number of years this bond is in force, the Surety shall not be liable hereunder for a larger amount in the aggregate than the penal sum listed above.

PROVIDED FURTHER, that the Surety may terminate its liability hereunder as to future acts of the Principal at any time by giving thirty (30) days written notice of such termination to the Obligee.

SIGNED, SEALED AND DATED November 01, 2017.

Kodner Estate Holdings

By: _____
Principal

Travelers Casualty and Surety Company of America

By: _____
Brad Bullerdieck — Attorney-In-Fact

S-21519 (4/17)

COPY

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-In-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-In-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-In-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Companies this 01 day of November, 2017.

COPY

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the above-named individuals and the details of the bond to which the power is attached.

Abington
AUCTION GALLERY

3263 North Dixie Highway
Fort Lauderdale, FL 33334
954.900.4869
info@abingtonauctions.com

10-25-2017

To Whom It May Concern,

Abington Auction Gallery has known and conducted business with Joshua Kodner of J. Kodner Galleries for several years. Through these years our friendship and business relationship have grown and I think very highly of his ethics, morals, and business sense. I would not hesitate to recommend him to friends and family. Feel free to contact me at any time in regards to this matter.

Regards,

Christopher Mayor
President
Abington Auction Gallery

PAKMAIL®
PACK IT SHIP IT CRATE IT FREIGHT IT
1931, Cordova Road Fort Lauderdale FL 33316

TO WHOM IT MAY CONCERN

This letter is to testify the good business ethics and moral character of Mr. Joshua Kodner as President of J. Kodner Galleries.

Joshua and I have conducted business for several months and he has always done the right thing, as expected.

I, indeed, look forward to several more months and years of good business.

Cordially,

FERNANDO ANDRADE

Fort Lauderdale, August 10, 2017

J.Kodner Galleries

15. S Federal Hwy Suite #13 Dania Beach Fl, 3004

www.JoshuaKodner.com

J.Kodner Galleries is an estate buying specialist, purchases of antiques, Estate Jewelry. J.Kodner Galleries Conducts Live Internet Auctions Every Month. Licensed Auctioneers, Certified Gemologist, Certified Apprasier.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/15/2017

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

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

PRODUCER

Florentino Insurance Group
7251 W Palmetto Park Rd Ste. 306
Boca Raton, FL 33433

CONTACT NAME: Justin Florentino
PHONE (A/C, No, Ext): (561)368-4704 FAX (A/C, No): (561)368-4706
E-MAIL ADDRESS: justin@figfl.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Covington Specialty Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

KODNER ESTATE HOLDINGS, LLC
13 S. Federal Hwy
Dania, FL 33004

COVERAGES CERTIFICATE NUMBER: 00000000-0 REVISION NUMBER: 1

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			VBA535481-00	05/11/2017	05/11/2018	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 1,000,000
	OTHER							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

Antiques Gallery

CERTIFICATE HOLDER

Broward County

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

(JAF)

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Printed by JAF on May 15, 2017 at 11:53AM

12:09:32 PM 6/12/2018

Licensee Details

Licensee Information

Name:	**KODNER ESTATE HOLDINGS (Primary Name)**
Main Address:	**15 S FEDERAL HWY** **SUITE 13** **DANIA BEACH Florida 33004**
County:	**BROWARD**
License Mailing:	
LicenseLocation:	**1760 N JOG RD** **WEST PALM BEACH FL 33411**
County:	**PALM BEACH**

License Information

License Type:	**Auction Business**
Rank:	**Auction Bus**
License Number:	**AB3646**
Status:	**Current**
Licensure Date:	**03/24/2017**
Expires:	**11/30/2019**

Special Qualifications **Qualification Effective**

Alternate Names

View Related License Information

View License Complaint

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: **Customer Contact Center** :: Customer Contact Center: 850.487.1395

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ARTICLE IV. - AUCTIONS AND AUCTIONEERS[2]

Sec. 21-51. - License required.

No personal property (goods, wares or merchandise) shall be sold at auction in the City of Dania Beach, Florida, except in compliance with the provisions of this article. It shall be unlawful to sell or cause or permit to be sold at auctions, any personal property (goods, wares or merchandise) in the City of Dania Beach, Florida, unless such sale is conducted by an individual who has applied for and obtained an auctioneer's business tax receipt from the City of Dania Beach.

(Ord. No. 27-88, § 1, 5-24-88; Ord. No. 2007-004, § 3, 3-27-07)

Sec. 21-52. - Issuance and revocation of license.

(a) The city commission of the City of Dania Beach, Florida, is hereby authorized to grant or renew an auctioneer's business tax receipt for any period of time not exceeding one (1) year to any individual applying therefor on a form to be provided for in section 21-54 of this article and the filing by the applicant of the bond required by the applicant of the bond required by section 21-55 of this article.

(b) The form on which application shall be made for an auctioneer's business tax receipt shall require the following information:

(1) Name of the applicant.

(2) Residence and business address of the applicant.

(3) The length of time for which an auctioneer's business tax receipt is desired.

(4) A statement as to whether or not the applicant holds, or has held an auctioneer's license from any state, municipality, governing body or licensing authority; a list of such licenses and a statement of the time, place and by whom issued; a statement as to whether any state, municipality, governing body or licensing authority has ever refused to issue or to renew an auctioneer's license to the applicant together with a full and accurate statement as to the reasons for any such refusal; and a statement as to whether any state, municipality, governing body or licensing authority has ever revoked an auctioneer's license held by the applicant together with a full and accurate statement as to the reasons for any such revocation.

(5) A statement as to whether or not the applicant has ever been convicted of any crime, misdemeanor or violation of any municipal ordinance, and if so, the nature of the offense and the punishment or penalty assessed thereto.

(6) A photograph of the applicant, taken within sixty (60) days immediately prior to the date of the filing of the application, which picture shall be two (2) inches by two (2) inches

showing the head and shoulders of the applicant in a clear and distinguishing manner, except that the city commission may waive this requirement with respect to an application for renewal of an auctioneer's business tax receipt by an individual holding an unexpired auctioneer's business tax receipt issued under this article and who has in a previous application under this article complied with this requirement;

(7) The fingerprints of the applicant and the names of at least two (2) reliable property owners of the County of Broward, State of Florida, who will certify as to the applicant's good moral character and business responsibility or in lieu of the names of references any other available evidence as to the good moral character and business responsibility, except that the city commission may waive this requirement with respect to an application for renewal of an auctioneer's business tax receipt by any individual holding an unexpired auctioneer's business tax receipt issued under this article who has in a previous application under this article complied with this requirement.

(c) Before issuing an auctioneer's business tax receipt to any individual applying therefor the city commission shall refer the application to the chief of police who shall cause to be made such investigation of the applicant's moral character and business responsibility as he deems necessary for the protection of the public good, except that the city commission may waive this requirement with respect to an application for renewal of an auctioneer's business tax receipt by any individual holding an unexpired auctioneer's business tax receipt issued under this article if an investigation of such applicant's moral character and business responsibility has previously been made under this section in connection with a prior application for an auctioneer's business tax receipt under this article. The chief of police shall cause the investigation herein provided for to be made within a reasonable time and shall certify to the city commission whether or not the moral character and business responsibility of the applicant is satisfactory.

(d) An auctioneer's business tax receipt may be revoked by the city commission or an application for issuance or renewal of such receipt may be refused by the city commission, if it is determined, after notice and hearing:

(1) That the applicant or business tax receipt holder is not an individual of good moral character and business responsibility; or

(2) That the application of the applicant or receipt holder contains any false, fraudulent or misleading material statement; or

(3) That the applicant or receipt holder has made any false, fraudulent or misleading material statement in the course of conducting an auction sale of, or in offering for sale at auction, any real or personal property (goods, wares or merchandise) in the City of Dania Beach, Florida; or

(4) That the applicant or receipt holder has perpetrated a fraud upon any person whether or not such fraud was perpetrated in the conduct of an auction in the City of Dania

Beach, Florida; or

(5) That the applicant or receipt holder has violated any of the statutes of the State of Florida relating to auctions or auctioneers; or

(6) That the applicant has been convicted of any crime or misdemeanor involving moral turpitude; or

(7) That the applicant or receipt holder has conducted an auction sale of, or offered for sale at auction, any real or personal property (goods, wares or merchandise) in the City of Dania Beach, Florida, in an unlawful manner or in such a manner as to constitute a breach of the peace or a menace to the health, safety or general welfare of the public.

(e) Notice of the hearing provided for in subparagraph (d) above shall be given in writing to the applicant or receipt holder as the case may be. Such notice shall be mailed, postage prepaid, to the applicant or receipt holder as the case may be at his last known address at least five (5) days prior to the date set for hearing. The applicant or receipt holder as the case may be shall have the right to be represented at such hearing by counsel.

(Ord. No. 27-88, § 2, 5-24-88; Ord. No. 2007-004, § 3, 3-27-07)

Sec. 21-53. - Judicial remedy by circuit court.

Any person aggrieved by any decision of the city commission may, within thirty (30) days from the date of rendition of such decision, apply to the Circuit Court for the Seventeenth Judicial Circuit in and for Broward County, Florida, for a review of such decision of the city commission, which said review shall be limited to a petition at common law for a writ of certiorari.

(Ord. No. 27-88, § 3, 5-24-88)

Sec. 21-54. - Business tax receipt fees.

The fees for an auctioneer's business tax receipt shall be as set forth in section 15-12 of the Code of Ordinances of the City of Dania Beach.

(Ord. No. 27-88, § 4, 5-24-88; Ord. No. 2007-004, § 3, 3-27-07)

Sec. 21-55. - Bond.

Every applicant for an auctioneer's business tax receipt shall file with the clerk-auditor of the City of Dania Beach, Florida, a surety bond running to the City of Dania Beach, Florida, in the amount of one thousand dollars ($1,000.00) with surety acceptable to and approved by the city commission conditioned that the said applicant, if issued an auctioneer's business tax receipt, will comply fully with all the provisions of the ordinances of the city and the statutes of the state regulating and concerning auctions and auctioneers, will render true and strict accounts of all his sales to any person or persons employing him to

make the same, will not practice any fraud or deceit upon bidders or purchasers of property from him at any auction sale or suffer or permit any person in his employ to practice any such fraud or deceit, and will pay all damages which may be sustained by any person by reason of any fraud, deceit, negligence or other wrongful act on the part of the receipt holder, his agent or employees in the conduct of any auction or in the exercise of the calling of auctioneer. A liability insurance policy issued by an insurance company authorized to do business in the State of Florida which conforms to the above requirements may be permitted by the city commission in his discretion in lieu of a bond.

(Ord. No. 27-88, § 5, 5-24-88; Ord. No. 2007-004, § 3, 3-27-07)

Sec. 21-56. - Place of conducting auctions.

(a) No auction sale of personal property (goods, wares or merchandise) shall be conducted within any of the residential areas of the city except upon the issuance of a special permit therefor by the city commission and in accordance with the express terms of such special permit.

(b) Application for a special permit to conduct an auction sale of personal property (goods, wares or merchandise) within the areas of the city described in subsection (a) above shall be made to the city commission on a form to be provided by the city upon which shall be stated the nature and quantity of the goods to be sold and the number of days during which it is desired to conduct such auction sale. The city commission shall issue such special permit upon the payment of a fee of fifteen dollars ($15.00) which fee shall be in addition to and not in lieu of the fees and bond provided for in sections 21-54 and 21-55 respectively, of this article, upon its determination that there is good and sufficient reason for the issuance of such special permit. Such special permit shall specify the place or places within the areas described in subsection (a) above to which it pertains and the number of days for which such special permit is valid.

(c) The city commission may refuse to issue or renew such special permit or may revoke any special permit already issued, if it determines that there is good and sufficient reason for such refusal or revocation. Any individual aggrieved by the action of the city commission in refusing to issue or renew or in revoking any such special permit shall have the right to appeal as provided in section 21-53 of this article. In the event that such an appeal be taken, it shall be unlawful for any individual to conduct any sale at auction in accordance with the terms of such special permit.

(d) No such special permit shall be issued to any individual except one to whom an auctioneer's business tax receipt has been issued under section 21-52 of this article.

(Ord. No. 27-88, § 6, 5-24-88; Ord. No. 2007-004, § 3, 3-27-07)

Sec. 21-57. - Auctions prohibited on streets, sidewalks and public property.

It shall be unlawful to conduct an auction sale of personal property (goods, wares or merchandise) on any of the streets, sidewalks, or public property of the City of Dania, Florida.

(Ord. No. 27-88, § 7, 5-24-88)

Sec. 21-58. - Night auctions of jewelry and certain other articles prohibited.

It shall be unlawful to offer for sale at auction or sell at auction, any gold, silver, plated ware, clocks, watches, diamonds or other precious or semiprecious stones or any imitation thereof, glassware, chinaware or jewelry or any article purporting to be or represented as any of the above-listed articles between the hours of 6:00 p.m. and 8:00 a.m.

(Ord. No. 27-88, § 8, 5-24-88)

Sec. 21-59. - Article not applicable to judicial sales.

The provisions of this article shall not be applicable to auction sales conducted by trustees or referees in bankruptcy, executors, administrators, receivers or other public officers acting under judicial process, nor to the sale of real property at auction.

(Ord. No. 27-88, § 9, 5-24-88)

Sec. 21-60. - Penalties.

Any person violating any of the provisions of this article shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined not exceeding five hundred dollars ($500.00) or by imprisonment in the county jail not exceeding ninety (90) days, or by both such fine and imprisonment. Each such violation shall constitute a separate offense and shall be punishable as such hereunder.

(Ord. No. 27-88, § 10, 5-24-88)

CITY OF DANIA BEACH
DEPARTMENT OF FINANCE
MEMORANDUM

TO: Captain Daniel J Marks
Broward Sheriff's Office

THRU: Nicki Satterfield
Finance Director

FROM: Megan Jelaso
Revenue Coordinator

RE: Request Background Check for an Auctioneer's Local Business Tax
Kodner Galleries Inc. – 45 S Federal Hwy

DATE: June 10, 2019

Russ Kodner has requested approval for the renewal of his auctioneer's local business tax receipt. Section 21-52 of the Dania Beach Code of ordinances indicates such license is to be granted or reviewed by the City Commission on an annual basis.

The renewal concerns the license of Russ Kodner for property at 45 S Federal Hwy. The applicant will be given notice that a hearing will be held before the City Commission meeting once the request is completed.

Section 21-52 (d) lists the criteria by which the City Commission may refuse or revoke renewal of an auctioneer's license. One of the steps in obtaining renewal is for the Chief of Police to check for any violations as stated in Section 21-52 (d). A copy of the code section is attached.

In order to process this request to be heard before the City Commission meeting, the background check for any/stated violations would need to be completed by June 19, 2019. Please contact us should you have any questions.

Attachment

mj

11:50:56 AM 6/12/2018

Licensee Details

Licensee Information

Name:	**KODNER GALLERIES, INC (Primary Name)**
Main Address:	**JAY I. KODNER** **P.O. BOX 386** **DANIA BEACH Florida 33004-3604**
County:	**BROWARD**
License Mailing:	
LicenseLocation:	**45 S FEDERAL HWY** **DANIA BEACH FL 33004**
County:	**BROWARD**

License Information

License Type:	**Auction Business**
Rank:	**Auction Bus**
License Number:	**AB355**
Status:	**Current,Active**
Licensure Date:	**09/01/1988**
Expires:	**11/30/2019**

Special Qualifications **Qualification Effective**

Alternate Names

View Related License Information

View License Complaint

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: **Customer Contact Center** :: Customer Contact Center: 850.487.1395

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public.

ARTICLE IV. - AUCTIONS AND AUCTIONEERS[2]

Sec. 21-51. - License required.

No personal property (goods, wares or merchandise) shall be sold at auction in the City of Dania Beach, Florida, except in compliance with the provisions of this article. It shall be unlawful to sell or cause or permit to be sold at auctions, any personal property (goods, wares or merchandise) in the City of Dania Beach, Florida, unless such sale is conducted by an individual who has applied for and obtained an auctioneer's business tax receipt from the City of Dania Beach.

(Ord. No. 27-88, § 1, 5-24-88; Ord. No. 2007-004, § 3, 3-27-07)

Sec. 21-52. - Issuance and revocation of license.

(a) The city commission of the City of Dania Beach, Florida, is hereby authorized to grant or renew an auctioneer's business tax receipt for any period of time not exceeding one (1) year to any individual applying therefor on a form to be provided for in section 21-54 of this article and the filing by the applicant of the bond required by the applicant of the bond required by section 21-55 of this article.

(b) The form on which application shall be made for an auctioneer's business tax receipt shall require the following information:

(1) Name of the applicant.

(2) Residence and business address of the applicant.

(3) The length of time for which an auctioneer's business tax receipt is desired.

(4) A statement as to whether or not the applicant holds, or has held an auctioneer's license from any state, municipality, governing body or licensing authority; a list of such licenses and a statement of the time, place and by whom issued; a statement as to whether any state, municipality, governing body or licensing authority has ever refused to issue or to renew an auctioneer's license to the applicant together with a full and accurate statement as to the reasons for any such refusal; and a statement as to whether any state, municipality, governing body or licensing authority has ever revoked an auctioneer's license held by the applicant together with a full and accurate statement as to the reasons for any such revocation.

(5) A statement as to whether or not the applicant has ever been convicted of any crime, misdemeanor or violation of any municipal ordinance, and if so, the nature of the offense and the punishment or penalty assessed thereto.

(6) A photograph of the applicant, taken within sixty (60) days immediately prior to the date of the filing of the application, which picture shall be two (2) inches by two (2) inches

showing the head and shoulders of the applicant in a clear and distinguishing manner, except that the city commission may waive this requirement with respect to an application for renewal of an auctioneer's business tax receipt by an individual holding an unexpired auctioneer's business tax receipt issued under this article and who has in a previous application under this article complied with this requirement;

(7) The fingerprints of the applicant and the names of at least two (2) reliable property owners of the County of Broward, State of Florida, who will certify as to the applicant's good moral character and business responsibility or in lieu of the names of references any other available evidence as to the good moral character and business responsibility, except that the city commission may waive this requirement with respect to an application for renewal of an auctioneer's business tax receipt by any individual holding an unexpired auctioneer's business tax receipt issued under this article who has in a previous application under this article complied with this requirement.

(c) Before issuing an auctioneer's business tax receipt to any individual applying therefor the city commission shall refer the application to the chief of police who shall cause to be made such investigation of the applicant's moral character and business responsibility as he deems necessary for the protection of the public good, except that the city commission may waive this requirement with respect to an application for renewal of an auctioneer's business tax receipt by any individual holding an unexpired auctioneer's business tax receipt issued under this article if an investigation of such applicant's moral character and business responsibility has previously been made under this section in connection with a prior application for an auctioneer's business tax receipt under this article. The chief of police shall cause the investigation herein provided for to be made within a reasonable time and shall certify to the city commission whether or not the moral character and business responsibility of the applicant is satisfactory.

(d) An auctioneer's business tax receipt may be revoked by the city commission or an application for issuance or renewal of such receipt may be refused by the city commission, if it is determined, after notice and hearing:

(1) That the applicant or business tax receipt holder is not an individual of good moral character and business responsibility; or

(2) That the application of the applicant or receipt holder contains any false, fraudulent or misleading material statement; or

(3) That the applicant or receipt holder has made any false, fraudulent or misleading material statement in the course of conducting an auction sale of, or in offering for sale at auction, any real or personal property (goods, wares or merchandise) in the City of Dania Beach, Florida; or

(4) That the applicant or receipt holder has perpetrated a fraud upon any person whether or not such fraud was perpetrated in the conduct of an auction in the City of Dania

Beach, Florida; or

(5) That the applicant or receipt holder has violated any of the statutes of the State of Florida relating to auctions or auctioneers; or

(6) That the applicant has been convicted of any crime or misdemeanor involving moral turpitude; or

(7) That the applicant or receipt holder has conducted an auction sale of, or offered for sale at auction, any real or personal property (goods, wares or merchandise) in the City of Dania Beach, Florida, in an unlawful manner or in such a manner as to constitute a breach of the peace or a menace to the health, safety or general welfare of the public.

(e) Notice of the hearing provided for in subparagraph (d) above shall be given in writing to the applicant or receipt holder as the case may be. Such notice shall be mailed, postage prepaid, to the applicant or receipt holder as the case may be at his last known address at least five (5) days prior to the date set for hearing. The applicant or receipt holder as the case may be shall have the right to be represented at such hearing by counsel.

(Ord. No. 27-88, § 2, 5-24-88; Ord. No. 2007-004, § 3, 3-27-07)

Sec. 21-53. - Judicial remedy by circuit court.

Any person aggrieved by any decision of the city commission may, within thirty (30) days from the date of rendition of such decision, apply to the Circuit Court for the Seventeenth Judicial Circuit in and for Broward County, Florida, for a review of such decision of the city commission, which said review shall be limited to a petition at common law for a writ of certiorari.

(Ord. No. 27-88, § 3, 5-24-88)

Sec. 21-54. - Business tax receipt fees.

The fees for an auctioneer's business tax receipt shall be as set forth in section 15-12 of the Code of Ordinances of the City of Dania Beach.

(Ord. No. 27-88, § 4, 5-24-88; Ord. No. 2007-004, § 3, 3-27-07)

Sec. 21-55. - Bond.

Every applicant for an auctioneer's business tax receipt shall file with the clerk-auditor of the City of Dania Beach, Florida, a surety bond running to the City of Dania Beach, Florida, in the amount of one thousand dollars ($1,000.00) with surety acceptable to and approved by the city commission conditioned that the said applicant, if issued an auctioneer's business tax receipt, will comply fully with all the provisions of the ordinances of the city and the statutes of the state regulating and concerning auctions and auctioneers, will render true and strict accounts of all his sales to any person or persons employing him to

make the same, will not practice any fraud or deceit upon bidders or purchasers of property from him at any auction sale or suffer or permit any person in his employ to practice any such fraud or deceit, and will pay all damages which may be sustained by any person by reason of any fraud, deceit, negligence or other wrongful act on the part of the receipt holder, his agent or employees in the conduct of any auction or in the exercise of the calling of auctioneer. A liability insurance policy issued by an insurance company authorized to do business in the State of Florida which conforms to the above requirements may be permitted by the city commission in his discretion in lieu of a bond.

(Ord. No. 27-88, § 5, 5-24-88; Ord. No. 2007-004, § 3, 3-27-07)

Sec. 21-56. - Place of conducting auctions.

(a) No auction sale of personal property (goods, wares or merchandise) shall be conducted within any of the residential areas of the city except upon the issuance of a special permit therefor by the city commission and in accordance with the express terms of such special permit.

(b) Application for a special permit to conduct an auction sale of personal property (goods, wares or merchandise) within the areas of the city described in subsection (a) above shall be made to the city commission on a form to be provided by the city upon which shall be stated the nature and quantity of the goods to be sold and the number of days during which it is desired to conduct such auction sale. The city commission shall issue such special permit upon the payment of a fee of fifteen dollars ($15.00) which fee shall be in addition to and not in lieu of the fees and bond provided for in sections 21-54 and 21-55 respectively, of this article, upon its determination that there is good and sufficient reason for the issuance of such special permit. Such special permit shall specify the place or places within the areas described in subsection (a) above to which it pertains and the number of days for which such special permit is valid.

(c) The city commission may refuse to issue or renew such special permit or may revoke any special permit already issued, if it determines that there is good and sufficient reason for such refusal or revocation. Any individual aggrieved by the action of the city commission in refusing to issue or renew or in revoking any such special permit shall have the right to appeal as provided in section 21-53 of this article. In the event that such an appeal be taken, it shall be unlawful for any individual to conduct any sale at auction in accordance with the terms of such special permit.

(d) No such special permit shall be issued to any individual except one to whom an auctioneer's business tax receipt has been issued under section 21-52 of this article.

(Ord. No. 27-88, § 6, 5-24-88; Ord. No. 2007-004, § 3, 3-27-07)

Sec. 21-57. - Auctions prohibited on streets, sidewalks and public property.

It shall be unlawful to conduct an auction sale of personal property (goods, wares or merchandise) on any of the streets, sidewalks, or public property of the City of Dania, Florida.

(Ord. No. 27-88, § 7, 5-24-88)

Sec. 21-58. - Night auctions of jewelry and certain other articles prohibited.

It shall be unlawful to offer for sale at auction or sell at auction, any gold, silver, plated ware, clocks, watches, diamonds or other precious or semiprecious stones or any imitation thereof, glassware, chinaware or jewelry or any article purporting to be or represented as any of the above-listed articles between the hours of 6:00 p.m. and 8:00 a.m.

(Ord. No. 27-88, § 8, 5-24-88)

Sec. 21-59. - Article not applicable to judicial sales.

The provisions of this article shall not be applicable to auction sales conducted by trustees or referees in bankruptcy, executors, administrators, receivers or other public officers acting under judicial process, nor to the sale of real property at auction.

(Ord. No. 27-88, § 9, 5-24-88)

Sec. 21-60. - Penalties.

Any person violating any of the provisions of this article shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined not exceeding five hundred dollars ($500.00) or by imprisonment in the county jail not exceeding ninety (90) days, or by both such fine and imprisonment. Each such violation shall constitute a separate offense and shall be punishable as such hereunder.

(Ord. No. 27-88, § 10, 5-24-88)

CITY OF DANIA BEACH
DEPARTMENT OF FINANCE
MEMORANDUM

TO: Captain Daniel J Marks
Broward Sheriff's Office

THRU: Nicki Satterfield
Finance Director

FROM: Megan Jelaso
Revenue Coordinator

RE: Request Background Check for an Auctioneer's Local Business Tax
Whitley's Auctioneers Inc. dba Whitley Collections
485 S Federal Highway

DATE: June 10, 2019

Arron Rimpley has requested approval for the renewal of his auctioneer's local business tax receipt. Section 21-52 of the Dania Beach Code of ordinances indicates such license is to be granted or reviewed by the City Commission on an annual basis.

The renewal concerns the license of Arron Rimpley for property at 485 S Federal Hwy. The applicant will be given notice that a hearing will be held before the City Commission meeting once the request is completed.

Section 21-52 (d) lists the criteria by which the City Commission may refuse or revoke renewal of an auctioneer's license. One of the steps in obtaining renewal is for the Chief of Police to check for any violations as stated in Section 21-52 (d). A copy of the code section is attached.

In order to process this request to be heard before the City Commission meeting, the background check for any/stated violations would need to be completed by June 19, 2019. Please contact us should you have any questions.

Attachment

mj

CITY OF DANIA BEACH

Local Business Tax Receipt Division
100 W Dania Beach Blvd. Dania Beach, FL 33004
954-924-6800 x3672 - FAX 954-922-5619

Lic. #:	
Fee:	

RECEIVED
NOV 07 2017
BY: _____

Business License Application Form

Date of Application: Oct 12, 2017
Property Folio: 5142 039 0020

Please fill in all areas as applicable (INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED)

Business Information:

Name of Business: Whitley's Auctioneers, Inc.
Business Phone: 954 908 7000
D/B/A: Whitley Collection
Business Fax:
Business Address: 485 S. Federal Hwy
Emergency #: 305 527 2266
Mailing Address: Dania Beach, FL 33004
In an Enterprise Zone? Yes
Email Address: ARRON@WhitleyCollection.com
If yes, # of Employees: 10
Federal ID (EIN) or Social Security #: 82-2415029
Dept. of Revenue Sale & Use Tax #:

Business Owner(s) Name(s)	Address	DOB	Home Phone
Arron D. Rimpley	6101 Alva Ave #02 MB 33141	[redacted]	305 527 2266
Greg L. Whitley	4011 Palmarito St Coral Gables	[redacted]	305 527 1828

Person Applying for License:

Name: Arron D. Rimpley
Title: President (Within company)
Phone: 954 908 7000
Cell Phone: 305 527 2266
Email: Arron@WhitleyCollection.com

Type of License Requested (Check one please):

- (X) New License
- ( ) Transfer Ownership
- ( ) Transfer Location
- ( ) Home Based Occupation
- ( ) Update License Information
- ( ) Business Name Change

Proposed Use: *Existing Business Adding Auction Component.

(Description of use MUST be included with application. Attach additional sheets on company letterhead as needed.)

Specialized Information (Fill in only if applicable):

Restaurant: ____ (Number of seats)
Service Station: ____ (Number of pumps)
Manufacturer: ____ (Number of employees)
Beauty Salon: ____ (Number of stations)
Real Estate: ____ (Number of salespersons)

Insurance/Sanitation Information (REQUIRED):

Name of Insurance Co: Moody Insurance Group.
Phone: 954.244.7700.
Sanitation Company: Waste Management Inc. of Florida
Phone: 954.974.7100.

I hereby certify that the above information is complete, true and correct; and further I understand that any misstatement of facts contained in this application may cause the license to be revoked.

SIGNATURE OF APPLICANT

Oct. 12, 2017
DATE

The premises will be inspected by the Building Department and the Fire Prevention Bureau. If any violations exist, said violations must be corrected within the time allotted or the application for license may be denied, and possible Code Enforcement action may be taken.

CITY OF DANIA BEACH

Department of Community Development
Zoning Division

CERTIFICATE OF USE

CERTIFICATE #: CU-17-232 **RECORD #:** 003004

BUSINESS NAME: Whitley's Auctioneers, Inc.

BUSINESS ADDRESS: 485 South Federal Hwy, Dania Beach FL 33004

BLDG #: _____ **BAY #:** _____

BUSINESS PHONE: 954-908-7000

BUSINESS USE(S): Auction House for fine arts and antiques.

* Adding use to existing retail sales of antiques.

PROPERTY ZONED: SFED-MU **FOLIO #:** 5142 0319 0020

CERTIFICATE APPROVED BY: Daniel Lozandier **DATE:** 09/25/2017

LIMITATION(S):

Note: A Business Tax Receipt (BTR) must also be obtained from the City in order to operate a Business

MUST BE POSTED AT BUSINESS LOCATION

Broward Sheriff's Office
District 2 - Dania Beach
Crime Prevention Unit
4601 SW 30 Ave
Dania Beach, FL 33312
Phone # 954-926-2400

Dania Beach Business Watch
Membership Application
(PLEASE PRINT)

Date: Oct 12, 2017

Business Information

Business Name: Whitley's Auctioneers, Inc. - Whitley Collection

Business Address: 485 S. Federal Hwy

City: Dania Beach State: FL ZIP: 33004

Business Phone: 9549087000 Business Fax:

E-Mail Address: aaron@whitleycollection.com

Hours of Operation: M-F 10 AM - 6 PM

Owner / Manager Contact Information

Name: Aaron D. Pimpley

Address: 485 S. Federal Hwy. Dania Beach, FL 33004

Home Phone: Cellular: 305 527 2266

Emergency Contact Information

Name	Telephone
Aaron D. Pimpley	305 527 2266
Greg Whittecar	305 527 1828
Heather Noyes	305 793 2716

Comments:

** Existing Business - here 7 years

For information on this and other crime prevention programs, please contact our Crime Prevention Unit at 954.926.2400.

Zone #

REV 11/09

CITY OF DANIA BEACH

Local Business Tax Receipt Division
100 W Dania Beach Blvd. Dania Beach, FL 33004
954-924-6800 x3672 - FAX 954-922-5619

PROPERTY OWNER/LANDLORD AUTHORIZATION TO ISSUE LICENSE

I CERTIFY THAT I AM THE PROPERTY OWNER AND/OR AUTHORIZED AGENT OF THE PREMISES LOCATED AT: 485 S. Federal Hwy Dania Beach, FL 33004

LESSEE BAY/UNIT/SUITE #(S): _____ FOLIO #: 5142 03A 0020

AND HAVE LEASED SAID PREMISES TO: Whitley's Antiques, Inc. Whitley Collection

FOR THE PURPOSE OF CONDUCTING HIS/HER BUSINESS OF: Sales of Antiques

I FURTHER UNDERSTAND THAT THE BUILDING WILL BE INSPECTED BY THE CITY OF DANIA BEACH INSPECTORS AND AGREE THAT <u>ANY VIOLATIONS</u> (STRUCTURAL, ELECTRICAL, PLUMBING, MECHANICAL, AND/OR FIRE PREVENTION) WILL BE CORRECTED BY ME OR THE LESSEE. I ALSO UNDERSTAND THAT NO ALTERATIONS OR ADDITIONS WILL BE MADE WITHIN OR TO THE PREMISES UNTIL THE PROPER PERMITS HAVE BEEN PROCURED. IN ADDITION, NO SIGNS WILL BE ALTERED OR INSTALLED UPON THE PREMISES WITHOUT THE PROPER PERMITS BEING PULLED. LASTLY, ANY VIOLATIONS NOT CORRECTED MAY BE CITED BY THE CODE COMPLIANCE DIVISION, WHICH PURSUANT TO FLORIDA STATE STATUTES, I AM HELD ULTIMATELY RESPONSIBLE FOR REGARDLESS OF ANY LEASE CONDITIONS OR AGREEMENTS WITH THE LESSEE.

SIGNATURE OF OWNER OR AGENT	Arron D. Rimpley PRINTED NAME	
President TITLE	305 527 2266 PHONE NUMBER	Oct 27, 2017 DATE

State of Florida:

County of Broward:

The foregoing instrument was acknowledged before me this 27 **day of** Oct, 2017, **by** Arron D. Rimpley **who is personally know to me or who has produced** FL DL **as identification, and who did (or did not) take an oath.**

NOTARY PUBLIC **(SEAL)**

MY COMMISSION EXPIRES:

DIWALI BADAOUI
MY COMMISSION # GG 005444
EXPIRES: October 9, 2020
Bonded Thru Notary Public Underwriters

REV 11/09

CITY OF DANIA BEACH

Local Business Tax Receipt Division
100 W Dania Beach Blvd. Dania Beach, FL 33004
954-924-6800 x3672 - FAX 954-922-5619

AFFIDAVIT OF INVENTORY

If your business carries an inventory of merchandise, you must have this affidavit properly executed and returned to the Division along with the completed application form(s). This does not include equipment, furniture, or other items used in the day to day operations of the business.

I certify that the average dollar ($) value of inventory maintained on the site of

Whitley's Auctioneers Inc is $ 10,000
NAME OF BUSINESS

Please fill in areas where applicable.
Percent of Inventory as Retail Product: 100 % Value of Inventory as Retail Product: $ 10,000
Percent of Inventory as Wholesale Product: _____ % Value of Inventory as Wholesale Product: $ _____
Total of Storage and/or Warehouse Space: 2000 Square Feet

[signature] President
SIGNATURE OF OWNER OR OFFICER **TITLE**

Arron D. Rimpley Oct. 27, 2017
PRINTED NAME **DATE**

State of Florida:

County of Broward:

The foregoing instrument was acknowledged before me this 27 **day of** Oct, 2017, **by** Arron D. Rimpley **who is personally know to me or who has produced** FL DL **as identification, and who did (or did not) take an oath.**

[signature]
NOTARY PUBLIC **(SEAL)**
MY COMMISSION EXPIRES:

DJAMALI BADAOUI
MY COMMISSION # GG 005444
EXPIRES: October 8, 2020
Bonded Thru Notary Public Underwriters

REV 11/09

CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT
Business Tax Division
Phone: 954-924-3644 / Fax: 954-922-2687
Business Tax Auctioneer's Application

Name of Applicant: Aaron Rimpley Date of Application: _____

Applicant's Home Address: 6101 Aqua Ave. No. 102 Miami Beach, FL 33141

Applicant's Business Address: Miami Beach 400 S. Federal Hwy Dania Beach, FL 33004

Bus. Tel: 954 866 8044 Fax: _____ Home Tel: 305 527 2266

Emergency Tel: 305 527 1828 Email: Aaron@whitleys.auction

Please answer all the following questions:

1. Does applicant hold or ever held an auctioneer's license from any state, municipality, governing body or licensing authority?
   No ( ) Yes (✓), list the time and place and by whom issued: Florida - # AU4891 - 2017

2. Has any state, municipality, governing body or licensing authority ever refused to issue or to renew an auctioneer's license?
   No (✓) Yes ( ), state reason for the refusal: _____

3. Has any state, municipality, governing body or licensing authority ever revoked an auctioneer's license held by you?
   No (✓) Yes ( ), give full and accurate statement as to reason for any such revocation. _____

4. Have you ever been convicted of a crime, misdemeanor, or violation of any municipal ordinance?
   No (✓) Yes ( ), state the nature of the offense and the punishment or penalty assessed thereto: _____

5. Length of time for which auctioneer's license is desired. (Not to exceed one (1) year) 1 year.

In addition to completing the foregoing, applicant shall furnish to the city the following:

(a) Photograph of the applicant, taken within sixty (60) days immediately prior to the date of the filing of the application, which picture shall be two (2) inches by two (2) inches showing the head and shoulders of the applicant in a clear and distinguishing manner, except that the city commission may waive this requirement with respect to an application for renewal of an auctioneer's license by an individual holding an unexpired auctioneer's license issued under this article and who has in a precious application under this article complied with this requirement.

(b) The fingerprints of the applicant and the names of at least two (2) reliable property owners of the County of Broward, State of Florida, who will certify as to the applicant's good moral character and business responsibility, except that the city commission may waive this requirement with respect to an application for renewal of an auctioneer's license by an individual holding any unexpireed auctioneer's license issued under this article and who has in a previous application under this article complied with this requirement.

I HEREBY CERTIFY THAT ALL ANSWERS, STATEMENTS AND ITEMS SUBMITTED HEREWITH ARE TRUE AND/OR CORRECT IN EVERY RESPECT AND AGREES AND UNDERSTANDS THAT ANY MISSTATEMENT OF FACTS CONTAINED IN THIS APPLICATION SHALL CAUSE MY LICENSE TO BE REVOKED.

Aaron D. Rimpley
Applicant

Dated this 29 **day of** October, **20** 17

THE ISSUANCE OF AN AUCTIONEER'S LICENSE IS SUBJECT TO THE APPROVAL OF THE CITY COMMISION, SECTION 21-52 OF THE CODE OF ORDINANCES OF THE CITY OF DANIA BEACH, FLORIDA.

I CERTIFY THAT THE ISSUANCE OF THIS LICENSE WA APPROVED BY THE CITY OF COMMISSION ON THE _____DAY OF _____, 20 ____.

_____
City Clerk

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA BOARD OF AUCTIONEERS
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

(850) 487-1395

RIMPLEY, ARRON DALE
6101 AQUA AVE 102
MIAMI BEACH FL 33004

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto **www.myfloridalicense.com**. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

AU4891 ISSUED: 08/29/2017

AUCTIONEER
RIMPLEY, ARRON DALE

IS LICENSED under the provisions of Ch.468 FS.
Expiration date : NOV 30, 2019 L1708290000570

DETACH HERE

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
FLORIDA BOARD OF AUCTIONEERS

LICENSE NUMBER
AU4891

The AUCTIONEER
Named below IS LICENSED
Under the provisions of Chapter 468 FS.
Expiration date: NOV 30, 2019

RIMPLEY, ARRON DALE
6101 AQUA AVE 102
MIAMI BEACH FL 33004

ISSUED: 08/29/2017 DISPLAY AS REQUIRED BY LAW SEQ # L1708290000570

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA BOARD OF AUCTIONEERS
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

(850) 487-1395

WHITLEY AUCTIONEERS, INC.
WHITLEY AUCTIONEERS, INC.
485 S. FEDERAL HWY
DANIA BEACH FL 33004

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto **www.myfloridalicense.com**. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

AB3682 ISSUED: 09/19/2017

AUCTION BUSINESS
WHITLEY AUCTIONEERS, INC.
WHITLEY AUCTIONEERS, INC.

IS LICENSED under the provisions of Ch.468 FS.
Expiration date : NOV 30, 2019 L1709190000400

DETACH HERE

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
FLORIDA BOARD OF AUCTIONEERS

LICENSE NUMBER	
AB3682	

The AUCTION BUSINESS
Named below IS LICENSED
Under the provisions of Chapter 468 FS.
Expiration date: NOV 30, 2019

WHITLEY AUCTIONEERS, INC.
WHITLEY AUCTIONEERS, INC.
485 S. FEDERAL HWY.
DANIA BEACH FL 33004

ISSUED: 09/19/2017 DISPLAY AS REQUIRED BY LAW SEQ # L1709190000400

Whitley's Auctioneers, Inc.
485 South Federal Highway
Dania Beach, Florida
33004
954.866.8044

October 27, 2017

City of Dania Beach
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

Dear City Officials,

We are expanding our current offerings at the gallery to include auctions. Our auctions will include antiques, design, fine art, and other decorative arts.

Please let me know if I may answer any additional questions.

Regards,

Arron D. Rimpley

Detail by Entity Name

Florida Profit Corporation
WHITLEY'S AUCTIONEERS, INC.

Filing Information

Document Number	P17000066666
FEI/EIN Number	NONE
Date Filed	08/08/2017
Effective Date	08/08/2017
State	FL
Status	ACTIVE

Principal Address

485 S. FEDERAL HWY
DANIA BEACH, FL 33004

Mailing Address

485 S. FEDERAL HWY
DANIA BEACH, FL 33004

Registered Agent Name & Address

RIMPLEY, ARRON
485 S. FEDERAL HWY
DANIA BEACH, FL 33004

Officer/Director Detail

Name & Address

Title PST

RIMPLEY, ARRON D
485 S. FEDERAL HWY
DANIA BEACH, FL 33004

Title VP

WHITTECAR, GREGG L
485 S. FEDERAL HWY
DANIA BEACH, FL 33004

Annual Reports

No Annual Reports Filed

Document Images

08/08/2017 -- Domestic Profit View image in PDF format

Electronic Articles of Incorporation For

P17000066666
FILED
August 08, 2017
Sec. Of State
mtmoon

WHITLEY'S AUCTIONEERS, INC.

The undersigned incorporator, for the purpose of forming a Florida profit corporation, hereby adopts the following Articles of Incorporation:

Article I

The name of the corporation is:

WHITLEY'S AUCTIONEERS, INC.

Article II

The principal place of business address:

485 S. FEDERAL HWY
DANIA BEACH, FL. 33004

The mailing address of the corporation is:

485 S. FEDERAL HWY
DANIA BEACH, FL. 33004

Article III

The purpose for which this corporation is organized is:

ANY AND ALL LAWFUL BUSINESS.

Article IV

The number of shares the corporation is authorized to issue is:

1000

Article V

The name and Florida street address of the registered agent is:

ARRON RIMPLEY
485 S. FEDERAL HWY
DANIA BEACH, FL. 33004

I certify that I am familiar with and accept the responsibilities of registered agent.

Registered Agent Signature: ARRON RIMPLEY

P17000066666
FILED
August 08, 2017
Sec. Of State
mtmoon

Article VI

The name and address of the incorporator is:

STEVEN KOZLOWSKI
168 SE 1ST STREET
1001
MIAMI, FL 33131

Electronic Signature of Incorporator: STEVEN KOZLOWSKI

I am the incorporator submitting these Articles of Incorporation and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of this corporation and every year thereafter to maintain "active" status.

Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: PST
ARRON D RIMPLEY
485 S. FEDERAL HWY
DANIA BEACH, FL. 33004

Title: VP
GREGG L WHITTECAR
485 S. FEDERAL HWY
DANIA BEACH, FL. 33004

Article VIII

The effective date for this corporation shall be:

08/08/2017

Nationwide

Nationwide Mutual Insurance Company
Bond Department
1100 Locust Department 2006
Des Moines, IA 50391-2006

License and Permit Bond

Bond No. 7900461055

KNOW ALL MEN BY THESE PRESENTS:

That we, Whitley's Auctioneers, Inc, of Dania Beach, State of FL, as Principal, and Nationwide Mutual Insurance Company, a corporation duly licensed to do business in the State of Florida, as Surety, are held and firmly bound unto City of Dania Beach, State of Florida, Obligee, in the penal sum of One Thousand Dollars ($ 1,000.00) DOLLARS, lawful money of the United States, to be paid to the said Obligee, for which payment well and truly to be made, we bind ourselves and our legal representatives, jointly and severally by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the said Principal has been issued a license or permit described as follows: Auctioneer Bond by the said Obligee.

NOW THEREFORE, if the said Principal shall faithfully perform the duties and in all things comply with the laws and ordinances, including all Amendments thereto, appertaining to the license or permit described then this obligation to be void, otherwise to remain in full force and effect from November 1st, 2017, until October 31st, 2018, unless extended by Continuation Certificate.

This bond may be terminated at any time by the Surety upon sending notice in writing, to the clerk of the Political Subdivision with whom this bond is filed and to the Principal, at the last known address, and at the expiration of thirty (30) days from the mailing of said notice, this bond shall ipso facto terminate and the Surety shall thereupon be relieved from any liability for any acts or omissions of the Principal subsequent to said date.

Dated this 2nd day of November, 2017.

Shall save and keep harmless the City of Dania Beach from all loss or damage which it may sustain or for which it may become liable on account of the issuance of said license or permit.

Whitley's Auctioneers, Inc

Principal

Nationwide Mutual Insurance Company

By: Janice L Fisher, Attorney-in-Fact

Nationwide®

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation
National Casualty Company, an Ohio corporation

AMCO Insurance Company, an Iowa corporation
Allied Property and Casualty Insurance Company, an Iowa corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

Janice L Fisher

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

One Thousand Dollars ($1,000.00)

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of May, 2017.

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company, National Casualty Company, AMCO Insurance Company, Allied Property and Casualty Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss

On this 1st day of May, 2017, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

BARRY T BASSIS
Notary Public, State of New York
No. 02BA4656400
Qualified in New York County
Commission Expires April 30, 2019

Notary Public
My Commission Expires
April 30, 2019

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 2nd day of November, 2017

This power of attorney expires: April 30, 2019

Assistant Secretary

BDJ 1(05-17)00

10/27/17

Re: Arron Rimpley

To whom it may concern;

I've known Arron Rimpley for over 10 years in both personal and professional capacities. He's always conducted himself in a responsible and respectful manor. I consider Arron to have the highest level of integrity and moral character. If you have any further questions, please don't hesitate to call.

Sincerely,

Henry True
2581 Eagle Run Lane
Weston, FL 33327
732-616-9657

STAGEDRIGHTevents
it's what we do.

To Whom It May Concern:

This letter is to provide a very STRONG recommendation of moral character and business responsibility for Mr. Arron Rimpley and the Gallery of Amazing Things. Staged Right Events collaborates on many business opportunities with Arron and his team with great success.

The Gallery of Amazing Things continues to be a pillar of our community, Dania Beach but also of the South Florida community donating time, money and event space whenever possible to assist non-profits organizations.

It is with great pleasure that I call Arron and his team great friends and partners.

Sincerely,

Luis G. Rimoli – President
Staged Right Events

12:07:17 PM 6/12/2018

Licensee Details

Licensee Information

Name:	**WHITLEY AUCTIONEERS, INC. (Primary Name)**
	WHITLEY AUCTIONEERS, INC. (DBA Name)
Main Address:	**485 S. FEDERAL HWY** **DANIA BEACH Florida 33004**
County:	**BROWARD**
License Mailing:	
LicenseLocation:	**485 S. FEDERAL HWY.** **DANIA BEACH FL 33004**
County:	**BROWARD**

License Information

License Type:	**Auction Business**
Rank:	**Auction Bus**
License Number:	**AB3682**
Status:	**Current**
Licensure Date:	**09/19/2017**
Expires:	**11/30/2019**

Special Qualifications **Qualification Effective**

Alternate Names

View Related License Information

View License Complaint

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: **Customer Contact Center** :: Customer Contact Center: 850.487.1395

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public.

ARTICLE IV. - AUCTIONS AND AUCTIONEERS[2]

Sec. 21-51. - License required.

No personal property (goods, wares or merchandise) shall be sold at auction in the City of Dania Beach, Florida, except in compliance with the provisions of this article. It shall be unlawful to sell or cause or permit to be sold at auctions, any personal property (goods, wares or merchandise) in the City of Dania Beach, Florida, unless such sale is conducted by an individual who has applied for and obtained an auctioneer's business tax receipt from the City of Dania Beach.

(Ord. No. 27-88, § 1, 5-24-88; Ord. No. 2007-004, § 3, 3-27-07)

Sec. 21-52. - Issuance and revocation of license.

(a) The city commission of the City of Dania Beach, Florida, is hereby authorized to grant or renew an auctioneer's business tax receipt for any period of time not exceeding one (1) year to any individual applying therefor on a form to be provided for in section 21-54 of this article and the filing by the applicant of the bond required by the applicant of the bond required by section 21-55 of this article.

(b) The form on which application shall be made for an auctioneer's business tax receipt shall require the following information:

(1) Name of the applicant.

(2) Residence and business address of the applicant.

(3) The length of time for which an auctioneer's business tax receipt is desired.

(4) A statement as to whether or not the applicant holds, or has held an auctioneer's license from any state, municipality, governing body or licensing authority; a list of such licenses and a statement of the time, place and by whom issued; a statement as to whether any state, municipality, governing body or licensing authority has ever refused to issue or to renew an auctioneer's license to the applicant together with a full and accurate statement as to the reasons for any such refusal; and a statement as to whether any state, municipality, governing body or licensing authority has ever revoked an auctioneer's license held by the applicant together with a full and accurate statement as to the reasons for any such revocation.

(5) A statement as to whether or not the applicant has ever been convicted of any crime, misdemeanor or violation of any municipal ordinance, and if so, the nature of the offense and the punishment or penalty assessed thereto.

(6) A photograph of the applicant, taken within sixty (60) days immediately prior to the date of the filing of the application, which picture shall be two (2) inches by two (2) inches

showing the head and shoulders of the applicant in a clear and distinguishing manner, except that the city commission may waive this requirement with respect to an application for renewal of an auctioneer's business tax receipt by an individual holding an unexpired auctioneer's business tax receipt issued under this article and who has in a previous application under this article complied with this requirement;

(7) The fingerprints of the applicant and the names of at least two (2) reliable property owners of the County of Broward, State of Florida, who will certify as to the applicant's good moral character and business responsibility or in lieu of the names of references any other available evidence as to the good moral character and business responsibility, except that the city commission may waive this requirement with respect to an application for renewal of an auctioneer's business tax receipt by any individual holding an unexpired auctioneer's business tax receipt issued under this article who has in a previous application under this article complied with this requirement.

(c) Before issuing an auctioneer's business tax receipt to any individual applying therefor the city commission shall refer the application to the chief of police who shall cause to be made such investigation of the applicant's moral character and business responsibility as he deems necessary for the protection of the public good, except that the city commission may waive this requirement with respect to an application for renewal of an auctioneer's business tax receipt by any individual holding an unexpired auctioneer's business tax receipt issued under this article if an investigation of such applicant's moral character and business responsibility has previously been made under this section in connection with a prior application for an auctioneer's business tax receipt under this article. The chief of police shall cause the investigation herein provided for to be made within a reasonable time and shall certify to the city commission whether or not the moral character and business responsibility of the applicant is satisfactory.

(d) An auctioneer's business tax receipt may be revoked by the city commission or an application for issuance or renewal of such receipt may be refused by the city commission, if it is determined, after notice and hearing:

(1) That the applicant or business tax receipt holder is not an individual of good moral character and business responsibility; or

(2) That the application of the applicant or receipt holder contains any false, fraudulent or misleading material statement; or

(3) That the applicant or receipt holder has made any false, fraudulent or misleading material statement in the course of conducting an auction sale of, or in offering for sale at auction, any real or personal property (goods, wares or merchandise) in the City of Dania Beach, Florida; or

(4) That the applicant or receipt holder has perpetrated a fraud upon any person whether or not such fraud was perpetrated in the conduct of an auction in the City of Dania

Beach, Florida; or

(5) That the applicant or receipt holder has violated any of the statutes of the State of Florida relating to auctions or auctioneers; or

(6) That the applicant has been convicted of any crime or misdemeanor involving moral turpitude; or

(7) That the applicant or receipt holder has conducted an auction sale of, or offered for sale at auction, any real or personal property (goods, wares or merchandise) in the City of Dania Beach, Florida, in an unlawful manner or in such a manner as to constitute a breach of the peace or a menace to the health, safety or general welfare of the public.

(e) Notice of the hearing provided for in subparagraph (d) above shall be given in writing to the applicant or receipt holder as the case may be. Such notice shall be mailed, postage prepaid, to the applicant or receipt holder as the case may be at his last known address at least five (5) days prior to the date set for hearing. The applicant or receipt holder as the case may be shall have the right to be represented at such hearing by counsel.

(Ord. No. 27-88, § 2, 5-24-88; Ord. No. 2007-004, § 3, 3-27-07)

Sec. 21-53. - Judicial remedy by circuit court.

Any person aggrieved by any decision of the city commission may, within thirty (30) days from the date of rendition of such decision, apply to the Circuit Court for the Seventeenth Judicial Circuit in and for Broward County, Florida, for a review of such decision of the city commission, which said review shall be limited to a petition at common law for a writ of certiorari.

(Ord. No. 27-88, § 3, 5-24-88)

Sec. 21-54. - Business tax receipt fees.

The fees for an auctioneer's business tax receipt shall be as set forth in section 15-12 of the Code of Ordinances of the City of Dania Beach.

(Ord. No. 27-88, § 4, 5-24-88; Ord. No. 2007-004, § 3, 3-27-07)

Sec. 21-55. - Bond.

Every applicant for an auctioneer's business tax receipt shall file with the clerk-auditor of the City of Dania Beach, Florida, a surety bond running to the City of Dania Beach, Florida, in the amount of one thousand dollars ($1,000.00) with surety acceptable to and approved by the city commission conditioned that the said applicant, if issued an auctioneer's business tax receipt, will comply fully with all the provisions of the ordinances of the city and the statutes of the state regulating and concerning auctions and auctioneers, will render true and strict accounts of all his sales to any person or persons employing him to

make the same, will not practice any fraud or deceit upon bidders or purchasers of property from him at any auction sale or suffer or permit any person in his employ to practice any such fraud or deceit, and will pay all damages which may be sustained by any person by reason of any fraud, deceit, negligence or other wrongful act on the part of the receipt holder, his agent or employees in the conduct of any auction or in the exercise of the calling of auctioneer. A liability insurance policy issued by an insurance company authorized to do business in the State of Florida which conforms to the above requirements may be permitted by the city commission in his discretion in lieu of a bond.

(Ord. No. 27-88, § 5, 5-24-88; Ord. No. 2007-004, § 3, 3-27-07)

Sec. 21-56. - Place of conducting auctions.

(a) No auction sale of personal property (goods, wares or merchandise) shall be conducted within any of the residential areas of the city except upon the issuance of a special permit therefor by the city commission and in accordance with the express terms of such special permit.

(b) Application for a special permit to conduct an auction sale of personal property (goods, wares or merchandise) within the areas of the city described in subsection (a) above shall be made to the city commission on a form to be provided by the city upon which shall be stated the nature and quantity of the goods to be sold and the number of days during which it is desired to conduct such auction sale. The city commission shall issue such special permit upon the payment of a fee of fifteen dollars ($15.00) which fee shall be in addition to and not in lieu of the fees and bond provided for in sections 21-54 and 21-55 respectively, of this article, upon its determination that there is good and sufficient reason for the issuance of such special permit. Such special permit shall specify the place or places within the areas described in subsection (a) above to which it pertains and the number of days for which such special permit is valid.

(c) The city commission may refuse to issue or renew such special permit or may revoke any special permit already issued, if it determines that there is good and sufficient reason for such refusal or revocation. Any individual aggrieved by the action of the city commission in refusing to issue or renew or in revoking any such special permit shall have the right to appeal as provided in section 21-53 of this article. In the event that such an appeal be taken, it shall be unlawful for any individual to conduct any sale at auction in accordance with the terms of such special permit.

(d) No such special permit shall be issued to any individual except one to whom an auctioneer's business tax receipt has been issued under section 21-52 of this article.

(Ord. No. 27-88, § 6, 5-24-88; Ord. No. 2007-004, § 3, 3-27-07)

Sec. 21-57. - Auctions prohibited on streets, sidewalks and public property.

It shall be unlawful to conduct an auction sale of personal property (goods, wares or merchandise) on any of the streets, sidewalks, or public property of the City of Dania, Florida.

(Ord. No. 27-88, § 7, 5-24-88)

Sec. 21-58. - Night auctions of jewelry and certain other articles prohibited.

It shall be unlawful to offer for sale at auction or sell at auction, any gold, silver, plated ware, clocks, watches, diamonds or other precious or semiprecious stones or any imitation thereof, glassware, chinaware or jewelry or any article purporting to be or represented as any of the above-listed articles between the hours of 6:00 p.m. and 8:00 a.m.

(Ord. No. 27-88, § 8, 5-24-88)

Sec. 21-59. - Article not applicable to judicial sales.

The provisions of this article shall not be applicable to auction sales conducted by trustees or referees in bankruptcy, executors, administrators, receivers or other public officers acting under judicial process, nor to the sale of real property at auction.

(Ord. No. 27-88, § 9, 5-24-88)

Sec. 21-60. - Penalties.

Any person violating any of the provisions of this article shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined not exceeding five hundred dollars ($500.00) or by imprisonment in the county jail not exceeding ninety (90) days, or by both such fine and imprisonment. Each such violation shall constitute a separate offense and shall be punishable as such hereunder.

(Ord. No. 27-88, § 10, 5-24-88)

CITY OF DANIA BEACH
DEPARTMENT OF FINANCE
MEMORANDUM

TO: Captain Daniel J Marks
Broward Sheriff's Office

THRU: Nicki Satterfield
Finance Director

FROM: Megan Jelaso
Revenue Coordinator

RE: Request Background Check for Palmistry/Fortuneteller
Local Business Tax
Psychic Vision Center – 4409 Stirling Rd

DATE: June 10, 2019

A request has been made for renewal of a local business tax receipt for a Palmistry/ Fortuneteller license. Section 12.5-2 of the Dania Beach Code of ordinances indicates such license is to be granted or reviewed by the City Commission on an annual basis.

The Renewal concerns the license of Psychic Vision Center at 4409 Stirling Rd. The applicant will be given notice that a hearing will held before the City Commission meeting once this request is completed.

Section 12.5-2 (d) lists the criteria by which the City Commission may refuse or revoke renewal of a Fortuneteller's license. One of the steps in obtaining renewal is for the Chief of Police to check for any violations as stated in Section 12.5-2 (d). A copy of the code section is attached.

In order to process this request to be heard before the City Commission meeting, the background check for any/stated violations would need to be completed by June 19, 2019. Please contact us should you have any questions.

Attachment

mj

CITY OF DANIA BEACH

Local Business Tax Receipt Division
100 W Dania Beach Blvd. Dania Beach, FL 33004
Phone: 954-924-6805 ext 3644 / Fax: 954-924-6812

Lic. #:	
Fee:	

RECEIVED
DEC 23 2013
By: MJ

Business License Application Form

Date of Application: 12/27/12
Property Folio: 5041 36030140

Please fill in all areas as applicable (INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED)

Business Information:

Name of Business: SANDY DEMETRO
Business Phone: 954-278-4848
D/B/A: PSYCHIC VISION CENTER
Business Fax: NONE
Business Address: 4409 STIRLING ROAD DANIA BCH, FL
Emergency #: 954-661-3327
Mailing Address: SAME AS ABOVE
Is our Enterprise Zone? N/A
Email Address: NONE
If yes, # of Employees:
Federal ID (EIN) or Social Security #:
Dept. of Revenue Sals & Use Tax #: None-Exempt

Business Owner(s) Name(s)	Address	DOB	Home Phone
SANDY DEMETRO	4409 STIRLING ROAD		
	DANIA BCH, FL 33004		

Person Applying for License:

Name: SANDY DEMETRO
Title: OWNER (Within company)
Phone: 954-278-4848
Cell Phone: 954-278-4848
Email: NONE

Type of License Requested (Check one please):

☑ New License ☐ Transfer Ownership ☐ Transfer Location ☐ Home Based Occupation
☐ Update License Information ☐ Business Name Change

Proposed Use: Psychic Readings, Tarot Card, Astrology + Palmistry Readings on a Fee per Service Basis.

(Description of use MUST be included with application. Attach additional sheets on company letterhead as needed.)

Specialized Information (Fill in only if applicable):

N/A

Restaurant: ____ (Number of seats)
Service Station: ____ (Number of pumps)
Manufacturer: ____ (Number of employees)
Beauty Salon: ____ (Number of stations)
Real Estate: ____ (Number of salespersons)

Insurance/Sanitation Information (REQUIRED):

Name of Insurance Co: GRANADA INS. CO.
Phone: 954-983-4994
Sanitation Company: ACE
Phone: 954-472-6705

I hereby certify that the above information is complete, true and correct; and further I understand that any misstatement of facts contained in this application may cause the license to be revoked.

Sandy Demetro
SIGNATURE OF APPLICANT

12/27/12
DATE

The premises will be inspected by the Building Department and the Fire Prevention Bureau. If any violations exist, said violations must be corrected within the time alotted or the application for license may be denied, and possible Code Enforcement action may be taken.

REV 11/09

CITY OF DANIA BEACH

Department of Community Development
Zoning Division

CERTIFICATE OF USE

CERTIFICATE #: CU-12-0290 **RECORD #:** 001501

BUSINESS NAME: Psychic Vision Center

BUSINESS ADDRESS: 4409 Stirling Road

BLDG #: _____ **BAY #:** _____

BUSINESS PHONE: 954-278-4848

BUSINESS USE(S): psychic readings and astrology

PROPERTY ZONED: C-2 **FOLIO #:** 504136030140

CERTIFICATE APPROVED BY: Kristin Dion **DATE:** 10/25/2012

LIMITATION(S):

MUST BE POSTED AT BUSINESS LOCATION

Broward Sheriff's Office
District 2 - Dania Beach
Crime Prevention Unit
100 W Dania Beach Blvd
Dania Beach, FL 33004
Phone # 954-926-2400

Dania Beach Business Watch
Membership Application
(PLEASE PRINT)

Date: 12/27/12

Business Information

Business Name: Psychic Vision Center

Business Address: 4409 STIRLING ROAD

City: Dania Beach State: FL ZIP: 33004

Business Phone: 954-278-4848 Business Fax: None

E-Mail Address: None

Hours of Operation: 10:00 AM TO 11:00 PM

Owner / Manager Contact Information

Name: SANDY DEMETRO

Address: 4409 STIRLING ROAD, DANIA BCH., FL 33004

Home Phone: 954-512-0846 Cellular: 954-278-4848

Emergency Contact Information

Name	Telephone
SANTINO DEMETRO	954-641-3327

Comments:

For information on this and other crime prevention programs, please contact our Crime Prevention Unit at 954.926.2400.

Zone #

REV 11/09

CITY OF DANIA BEACH

Local Business Tax Receipt Division
100 W Dania Beach Blvd. Dania Beach, FL 33004
Phone: 954-924-6805 ext 3644 / Fax: 954-924-6812

PROPERTY OWNER/LANDLORD AUTHORIZATION TO ISSUE LICENSE

I CERTIFY THAT I AM THE PROPERTY OWNER AND/OR AUTHORIZED AGENT OF THE PREMISES LOCATED AT: 4409 STIRLING RD

LESSEE BAY/UNIT/SUITE #(S): _____ FOLIO #: _____

AND HAVE LEASED SAID PREMISES TO: SANDY DELGADO

FOR THE PURPOSE OF CONDUCTING HIS/HER BUSINESS OF: PSYCHIC VISIONARY CENTER

I FURTHER UNDERSTAND THAT THE BUILDING WILL BE INSPECTED BY THE CITY OF DANIA BEACH INSPECTORS AND AGREE THAT **ANY VIOLATIONS** (STRUCTURAL, ELECTRICAL, PLUMBING, MECHANICAL, AND/OR FIRE PREVENTION) WILL BE CORRECTED BY ME OR THE LESSEE. I ALSO UNDERSTAND THAT NO ALTERATIONS OR ADDITIONS WILL BE MADE WITHIN OR TO THE PREMISES UNTIL THE PROPER PERMITS HAVE BEEN PROCURED. IN ADDITION, NO SIGNS WILL BE ALTERED OR INSTALLED UPON THE PREMISES WITHOUT THE PROPER PERMITS BEING PULLED. LASTLY, ANY VIOLATIONS NOT CORRECTED MAY BE CITED BY THE CODE COMPLIANCE DIVISION, WHICH PURSUANT TO FLORIDA STATE STATUTES, I AM HELD ULTIMATELY RESPONSIBLE FOR REGARDLESS OF ANY LEASE CONDITIONS OR AGREEMENTS WITH THE LESSEE.

SIGNATURE OF OWNER OR AGENT	PRINTED NAME	
TITLE: R.E.	PHONE NUMBER: 954 445 4775	DATE: 10/15/11

State of Florida:

County of Broward:

The foregoing instrument was acknowledged before me this 15th **day of** October, 2012, **by** _____ **who is personally known to me or who has produced** Drivers License **as identification, and who did (or did not) take an oath.**

NOTARY PUBLIC **(SEAL)**

MY COMMISSION EXPIRES:

Maritza De Castro
COMMISSION #EE 048903
EXPIRES: FEB. 15, 2016
www.AARONNOTARY.com

REV 08/11

N.A.

CITY OF DANIA BEACH

Local Business Tax Receipt Division
100 W Dania Beach Blvd. Dania Beach, FL 33004
Phone: 954-924-6805 ext 3644 / Fax: 954-924-6812

AFFIDAVIT OF INVENTORY

If your business carries an inventory of merchandise, you must have this affidavit properly executed and returned to the Division along with the completed application form(s). This does not include equipment, furniture, or other items used in the day to day operations of the business.

I certify that the average dollar ($) value of inventory maintained on the site of

_____ **is $** _____
NAME OF BUSINESS

Please fill in areas where applicable.
Percent of Inventory as Retail Product: _____ % Value of Inventory as Retail Product: $ _____
Percent of Inventory as Wholesale Product: _____ % Value of Inventory as Wholesale Product: $ _____
Total of Storage and/or Warehouse Space: _____ Square Feet

_____ _____
SIGNATURE OF OWNER OR OFFICER **TITLE**

_____ _____
PRINTED NAME **DATE**

State of Florida:

County of Broward:

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____ who is personally know to me or who has produced _____ as identification, and who did (or did not) take an oath.

_____
NOTARY PUBLIC **(SEAL)**
MY COMMISSION EXPIRES:

Demetro Sandy

Sandy Demetro
4423 West Tradwinds Ave
Lauderdale by Sea, Fl. 33308
09778895
4/9/12 Julie Morales 4-5-14

US

Florida Department of State
Division of Corporations

Fictitious Name Detail

Fictitious Name

PSYCHIC VISION CENTER

Filing Information

Registration Number	G12000100989
Status	ACTIVE
Filed Date	10/16/2012
Expiration Date	12/31/2017
Current Owners	1
County	BROWARD
Total Pages	1
Events Filed	NONE
FEI/EIN Number	NONE

Mailing Address

4409 STIRLING ROAD
DANIA BEACH, FL 33314

Owner Information

DEMETRO, SANDY
4409 STIRLING ROAD
DANIA BEACH, FL 33314
FEI/EIN Number: NONE
Document Number: NONE

Document Images

10/16/2012 -- Fictitious Name Filing | View image in PDF format

Note: This is not official record. See documents if question or conflict.

Copyright © and Privacy Policies
State of Florida, Department of State

APPLICATION FOR REGISTRATION OF FICTITIOUS NAME

REGISTRATION# G12000100969

Fictitious Name to be Registered: PSYCHIC VISION CENTER

Mailing Address of Business: 4409 STIRLING ROAD
DANIA BEACH, FL 33314

Florida County of Principal Place of Business: BROWARD

FEI Number:

FILED
Oct 16, 2012
Secretary of State

Owner(s) of Fictitious Name:

DEMETRO, SANDY
4409 STIRLING ROAD
DANIA BEACH, FL 33314 US

I the undersigned, being an owner in the above fictitious name, certify that the information indicated on this form is true and accurate. I further certify that the fictitious name to be registered has been advertised at least once in a newspaper as defined in Chapter 50, Florida Statutes, in the county where the principal place of business is located. I understand that the electronic signature below shall have the same legal effect as if made under oath and I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s. 817.155, Florida Statutes.

SANDY DEMETRO — 10/16/2012
Electronic Signature(s) — Date

Certificate of Status Requested ( ) **Certified Copy Requested (X)**

Rich Seay

From:	OnlineWebFic@dos.state.fl.us
Sent:	Wednesday, October 17, 2012 3:11 AM
To:	RSEAY@RICHARDSEAYATTORNEY.COM
Subject:	Fictitious Name Registration - G12000100989; 300240889963
Attachments:	CC-G12000100989.pdf; 30889963.tif

Subject: PSYCHIC VISION CENTER

REGISTRATION NUMBER: G12000100989

This will acknowledge the filing of the above fictitious name registration which was registered on October 16, 2012. This registration gives no rights to ownership of the name.

Each fictitious name registration must be renewed every five years between January 1 and December 31 of the expiration year to maintain registration. Three months prior to the expiration date a statement of renewal will be mailed.

If the mailing address of this business changes, please notify this office in writing, or through the link provided on our website www.sunbiz.org <http://www.sunbiz.org/> for Address & FEI/EIN Changes. Please reference the original registration number.

Enclosed is your certificate(s) as requested.

Should you have any questions regarding this matter you may contact our office at (850) 245-6058.

Division of Corporations

Florida is headed in the right direction! View Florida's Jobs Growth Chart:
http://www.flgov.com/photoview/jobcreationchart.jpg
The Department of State is leading the commemoration of Florida's 500th anniversary in 2013.
For more information, please go to www.fla500.com.
The Department of State is committed to excellence. Please take our Customer Satisfaction Survey: http://survey.dos.state.fl.us/index.aspx?email=Onlinewebfic@dos.myflorida.com

State of Florida

Department of State

I certify that the attached is a true and correct copy of the Application For Registration of the Fictitious Name PSYCHIC VISION CENTER, registered with the Department of State on October 16, 2012, as shown by the records of this office.

The Registration Number of this Fictitious Name is G12000100989.

Given under my hand and the Great Seal of Florida, at Tallahassee, the Capital, this the Seventeenth day of October, 2012

Ken Detzner

Secretary of State

BROWARD DAILY BUSINESS REVIEW

Published Daily except Saturday, Sunday and
Legal Holidays
Ft. Lauderdale, Broward County, Florida

STATE OF FLORIDA
COUNTY OF BROWARD:

Before the undersigned authority personally appeared S. STRIGGLES, who on oath says that he or she is the LEGALS CLERK, of the Broward Daily Business Review f/k/a Broward Review, a newspaper published at Fort Lauderdale, in Broward County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

NOTICE UNDER FICTITIOUS NAME LAW
PSYCHIC VISION CENTER

In the XXXX Court,
was published in said newspaper in the issues of

10/16/2012

Affiant further says that the said Broward Daily Business Review is a newspaper published at Fort Lauderdale, in said Broward County, Florida and that the said newspaper has heretofore been continuously published in said Broward County, Florida and has been entered as second class mail matter at the post office in Fort Lauderdale in said Broward County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

S. Striggles

Sworn to and subscribed before me this

18 day of OCTOBER , A.D. 2012

(SEAL)

S. STRIGGLES personally known to me

SCHERRIE A THOMAS
MY COMMISSION # EE221695
EXPIRES August 01, 2016
(407) 398-0153 FloridaNotaryService.com

LICENSE BOND

Bond Number 41267215

KNOW ALL MEN BY THESE PRESENTS:

THAT WE SANDY DEMETRO DBA PSYCHIC VISION CENTER, as Principal, and PLATTE RIVER INSURANCE COMPANY, a NEBRASKA Corporation, with principal office at 2121 NORTH CALIFORNIA BLVD, STE 300, WALNUT CREEK, CA 94596-3572 as Surety, are held and firmly bound unto CITY OF DANIA BEACH, FLORIDA, in the sum of One Thousand and no/100 Dollars ($ 1,000.00) for which payment well and truly be made, we bond ourselves, our personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the condition of this obligation is such that the Principal has obtained a license from the CITY OF DANIA BEACH, FLORIDA to carry on business as a FORTUNE TELLER effective on the 28TH day of NOVEMBER, 2012.

NOW THEREFORE, if Principal shall, during the effective dates of this bond, faithfully perform all Ordinances, Rules and Regulations, and any amendments thereto, of the license granted to Principal by the CITY OF DANIA BEACH, FLORIDA, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED that surety may cancel this bond and be relieved of all further liability hereunder upon giving 30 days notice to the obligee named herein; however cancellation shall not affect any rights or liabilities which have accrued under this bond prior to the date of such cancellation. No suit or action shall be brought hereunder by any party other than the obligee, and no suit or action shall be commenced under this bond more than (1) year from the expiration or cancellation thereof. Regardless of the number of years this bond remains in force, or the number of renewal periods, the aggregate liability of the surety under this bond shall not exceed the penal sum.

Signed, sealed and dated the 11th day of DECEMBER, 2012.

SANDY DEMETRO DBA PSYCHIC VISION CENTER

Principal

Sandy Demetro

By

PLATTE RIVER INSURANCE COMPANY

Kevin Cathcart

Kevin Cathcart, Attorney-In-Fact

L & P 5-08

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Orange }

On December 11, 2012 (Date) before me, Debbie McGilligan, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Kevin Cathcart (Name(s) of Signer(s)),

who 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.

DEBBIE MCGILLIGAN
Commission # 1994032
Notary Public - California
Orange County
My Comm. Expires Oct 14, 2016

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature _____
Signature of Notary Public Debbie McGilligan

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: LICENSE BOND #41267215

Document Date: December 11, 2012 Number of Pages: 1

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Kevin Cathcart
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☑ Attorney In Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing:
PLATTE RIVER INSURANCE COMPANY

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: n/a
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney In Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

PLATTE RIVER INSURANCE COMPANY
POWER OF ATTORNEY

41265183

KNOW ALL MEN BY THESE PRESENTS, That the **PLATTE RIVER INSURANCE COMPANY**, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

KEVIN CATHCART; LORIE MANDEL; KELLY A. SPECHT; NICKI SWARTZ; STEVEN A. SWARTZ; MICHAEL J. WASKO, III
TIMOTHY D MARINO

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: $3,000,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PLATTE RIVER INSURANCE COMPANY** at a meeting duly called and held on the 8th day of January, 2002.

"**RESOLVED,** that the President, and Vice-President, the Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of the Corporation; the signature of such officers and the seal of the Corporation may be affixed to such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

IN WITNESS WHEREOF, the **PLATTE RIVER INSURANCE COMPANY** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 2nd day of May, 2011.

Attest:

Richard W. Allen III
President
Surety & Fidelity Operations

PLATTE RIVER INSURANCE COMPANY

David F. Pauly
CEO & President

PLATTE RIVER INSURANCE COMPANY CORPORATE SEAL NEBRASKA

STATE OF WISCONSIN } S.S.:
COUNTY OF DANE

On the 2nd day of May, 2011 before me personally came David F. Pauly, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Dane, State of Wisconsin; that he is President of **PLATTE RIVER INSURANCE COMPANY**, the corporation described herein and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

DANIEL W. KRUEGER

Daniel W. Krueger
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN } S.S.:
COUNTY OF DANE

CERTIFICATE

I, the undersigned, duly elected to the office stated below, now the incumbent in **PLATTE RIVER INSURANCE COMPANY**, a Nebraska Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 11th day of December, 2012.

SEAL

Alan S. Ogilvie
Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON GREEN SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-475-4450.

PR-POA (1-11)

November 21, 2012

City of Dania Beach
Community Development Department
Zoning Division
100 West Dania Beach Boulevard
Dania Beach, FL 33004

RE: SANDY DEMETRO d/b/a/ PSYCHIC VISION CENTER
PROPERTY ADDRESS: 4409 Stirling Road, Dania Beach, FL 33314
APPLICATION FOR A CERTIFICATE OF USE

To Whom It May Concern:

Please be advised that this letter is being provided in accordance with the instructions provided in the City of Dania Beach's "Business License Application Information & Requirements".

I have currently published in the Broward Review, on October 16, 2012, my intention and "Notice Under The Fictitious Name Law", to operate my business at the above-stated business location as the Psychic Vision Center in the City of Dania Beach.

My proposed business use and activities will include providing to my customers psychic readings, tarot card readings, astrology readings and palmistry readings, as requested, in a conference room setting on a fee per service basis. If you have any questions or require additional information please contact me.

Sincerely,

Sandy Demetro

Sandy Demetro, Applicant/Business Owner

November 19, 2012

To whom it may concern,

I have the pleasure of knowing Sandy Demetro personally for over five years, and have always know her to be responsible and easy going individual.

Sandy is an intelligent, capable, dedicated, personable and sensible person.

I feel confident in recommending Sandy. If you have any further questions, please feel free to contact me.

I am happy to provide further information if required.

Sincerely,

Yafa Black
4925 N Harbor Isles Dr.
Fort Lauderdale, FL 33312

972-740-0987

November 19, 2012

To whom it may concern,

I have known Sandy Demetro for about one year.

Sandy is organized, efficient, competent and has an excellent rapport with people of all ages. Her communication skills are excellent.

In summary, I highly recommend Sandy for any endeavor that she may seek to pursue.

I am happy to provide further information if required.

Regards,

Barbara T. Sanchez
5846 Stirling Road
Hollywood, FL 33024-1527
954-963-3886

Chapter 12.5 - FORTUNETELLERS, PALMISTS, CLAIRVOYANTS AND ASTROLOGERS[1]

Sec. 12.5-1. - Business tax receipt required.

It shall be unlawful to engage in the business of fortunetelling, palmistry, clairvoyancy or astrology in the city unless such business is conducted by an individual who has applied for and obtained a business tax receipt from the city for such business.

(Ord. No. 20-90, § 1, 4-10-90)

Sec. 12.5-2. - Issuance and revocation of business tax receipt.

(a) The city commission of the City of Dania Beach, Florida, is hereby authorized to grant or renew a fortunetelling, palmistry, clairvoyancy or astrology business tax receipt for any period of time not exceeding one (1) year to any individual applying therefor on a form to be provided for in paragraph (b) of this section and the filing by the applicant of the bond required by section 12.5-5 of this chapter.

(b) The form on which application shall be made for a fortunetelling, palmistry, clairvoyancy or astrology business tax receipt shall require the following information:

(1) Name of applicant;

(2) Residence and business address of applicant;

(3) The length of time for which a fortunetelling, palmistry, clairvoyancy or astrology business tax receipt is desired;

(4) A statement as to whether or not the applicant holds, or has held a fortunetelling, palmistry, clairvoyancy or astrology license from any state, municipality, governing body or licensing authority; a list of such licenses and a statement of the time, place and by whom issued; a statement as to whether any state, municipality, governing body or licensing authority has ever refused to issue or to renew a fortunetelling, palmistry, clairvoyancy or astrology license to the applicant together with a full and accurate statement as to the reasons for any such refusal; and a statement as to whether any state, municipality, governing body or licensing authority has ever revoked a fortunetelling, palmistry, clairvoyancy or astrology license held by the applicant together with a full and accurate statement as to the reasons for any such revocation;

(5) A statement as to whether or not the applicant has ever been convicted of any crime, misdemeanor or violation of any municipal ordinance, and if so, the nature of the offense and the punishment or penalty assessed thereto;

(6) A photograph of the applicant, taken within sixty (60) days immediately prior to the date of the filing of the application, which picture shall be two (2) inches by two (2) inches

showing the head and shoulders of the applicant in a clear and distinguishing manner, except that the city commission may waive this requirement with respect to an application for renewal of a fortunetelling, palmistry, clairvoyancy or astrology business tax receipt by an individual holding an unexpired fortunetelling, palmistry, clairvoyancy or astrology business tax receipt issued under this chapter who has in a previous application under this chapter complied with this requirement;

(7) The fingerprints of the applicant and the names of at least two (2) reliable property owners of the County of Broward, State of Florida, who will certify as to the applicant's good moral character and business responsibility, except that the city commission may waive this requirement with respect to an application for renewal of a fortunetelling, palmistry, clairvoyancy or astrology business tax receipt by any individual holding an unexpired business tax receipt issued under this chapter who has in a previous application under this chapter complied with this requirement.

(c) Before issuing a fortunetelling, palmistry, clairvoyancy or astrology license to any individual applying therefor, the city commission shall refer the application to the Broward County Sheriff's Office who shall cause to be made such investigation of the applicant's moral character and business responsibility as he deems necessary for the protection of the public good, except that the city commission may waive this requirement with respect to an application for renewal of an existing business tax receipt by any individual holding an unexpired fortunetelling, palmistry, clairvoyancy or astrology business tax receipt issued under this chapter if an investigation of such applicant's moral character and business responsibility has previously been made under this section in connection with a prior application for such business tax receipt under this chapter. The sheriff or his deputy shall cause the investigation herein provided for to be made within a reasonable time and shall certify to the city commission whether or not the moral character and business responsibility of the applicant is satisfactory.

(d) A fortunetelling, palmistry, clairvoyancy or astrology business tax receipt may be revoked by the city commission or an application for issuance or renewal of such business tax receipt may be refused by the city commission, if they determine after notice and hearing that:

(1) The applicant or business tax receipt holder is not an individual of good moral character and business responsibility; or

(2) The application of the applicant or business tax receipt holder contains any false, fraudulent or misleading material statement;

(3) The applicant or business tax receipt holder has perpetrated a fraud upon any person whether or not such fraud was perpetrated in the conduct of the business in the city; or

(4) The applicant or business tax receipt holder has violated any of the statutes of the State of Florida relating to fortunetelling, palmistry, clairvoyancy or astrology; or

(5) The applicant has been convicted of any crime or misdemeanor involving moral

turpitude; or

(6) The applicant or business tax receipt holder has conducted his or her business in the city in an unlawful manner or in such a manner as to constitute a breach of the peace or a menace to the health, safety or general welfare of the public.

(e) Notice of the hearing provided for in paragraph (d) above shall be given in writing to the applicant or business tax receipt holder as the case may be. Such notice shall be mailed, postage prepaid to the applicant or business tax receipt holder as the case may be at his last known address at least five (5) days prior to the date set for hearing. The applicant or business tax receipt holder as the case may be shall have the right to be represented at such hearing by counsel.

(Ord. No. 20-90, § 2, 4-10-90; Ord. No. 2007-004, § 3, 3-27-07)

Sec. 12.5-3. - Judicial remedy by circuit court.

Any person aggrieved by any decision of the city commission may, within thirty (30) days from the date of rendition of such decision, apply to the circuit court for the Seventeenth Judicial Circuit in and for Broward County, Florida, for a review of such decision of the city commission, which said review shall be limited to a petition at common law for a writ of certiorari.

(Ord. No. 20-90, § 3, 4-10-90)

Sec. 12.5-4. - Business tax receipt fees.

The fees for a fortunetelling, palmistry, clairvoyancy or astrology business tax receipt shall be in the sum of one thousand dollars ($1,000.00) for each twelve-month period or fraction thereof.

(Ord. No. 20-90, § 4, 4-10-90; Ord. No. 2007-004, § 3, 3-27-07)

Sec. 12.5-5. - Bond.

Every applicant for a fortunetelling, palmistry, clairvoyancy or astrology license shall file with the clerk-auditor of the city a surety bond running to the City of Dania Beach, Florida, in the amount of one thousand dollars ($1,000.00) with surety acceptable to and approved by the city commission conditioned that the applicant, if issued a fortunetelling, palmistry, clairvoyancy or astrology license, will comply fully with all the provisions of the ordinances of the city, and the statutes of the State of Florida and will pay all damages which may be sustained by any person by reason of any fraud, deceit, negligence or other wrongful act on the part of the licensee, his agent or employees in the conduct of the licensee's business. A liability insurance policy issued by an insurance company authorized to do business in the State of Florida which conforms to the above requirements may be permitted by the city commission in its discretion in lieu of a bond.

(Ord. No. 20-90, § 5, 4-10-90)

Sec. 12.5-6. - Place of conducting activities.

No fortunetelling, palmistry, clairvoyancy or astrology activities shall be conducted within any of the residential areas of the city or other areas not zoned for such activity.

(Ord. No. 20-90, § 6, 4-10-90)

Sec. 12.5-7. - New applications and renewals.

The provisions of this chapter shall apply to all new applicants for business tax receipts for fortunetelling, palmistry, clairvoyancy or astrology activities and for all renewals of licenses issued for fortunetelling, palmistry, clairvoyancy or astrology activities that are in effect at the time of the effective date of this chapter.

(Ord. No. 20-90, § 7, 4-10-90; Ord. No. 2007-004, § 3, 3-27-07)

Sec. 12.5-8. - Penalties.

Any person violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined not exceeding five hundred dollars ($500.00) or by imprisonment in the county jail not exceeding ninety (90) days, or by both such fine and imprisonment. Each violation shall constitute a separate offense and shall be punishable as such hereunder.

(Ord. No. 20-90, § 8, 4-10-90)

CITY OF DANIA BEACH
DEPARTMENT OF FINANCE
MEMORANDUM

TO: Captain Daniel J Marks
Broward Sheriff's Office

THRU: Nicki Satterfield
Finance Director

FROM: Megan Jelaso
Revenue Coordinator

RE: Request Background Check for Palmistry/Fortuneteller
Local Business Tax
Josie Johnson dba Psychic Readings – 219 N Federal Hwy

DATE: June 10, 2019

A request has been made for renewal of a local business tax receipt for a Palmistry/ Fortuneteller license. Section 12.5-2 of the Dania Beach Code of ordinances indicates such license is to be granted or reviewed by the City Commission on an annual basis.

The Renewal concerns the license of Josie Johnson dba Psychic Readings at 219 N Federal Hwy. The applicant will be given notice that a hearing will held before the City Commission meeting once this request is completed.

Section 12.5-2 (d) lists the criteria by which the City Commission may refuse or revoke renewal of a Fortuneteller's license. One of the steps in obtaining renewal is for the Chief of Police to check for any violations as stated in Section 12.5-2 (d). A copy of the code section is attached.

In order to process this request to be heard before the City Commission meeting, the background check for any/stated violations would need to be completed by June 19, 2019. Please contact us should you have any questions.

Attachment

mj

CITY OF DANIA BEACH

Local Business Tax Receipt Division
100 W Dania Beach Blvd. Dania Beach, FL 33004
Phone: 954-924-6805 ext 3844 / Fax: 954-924-6812

Lic. #:	
Fee:	

RECEIVED
AUG - 2 2012
By

Business License Application Form

Date of Application: 07-16-12

Property Folio: 5041 34 01 0080

Please fill in all areas as applicable (INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED)

Business Information:

Name of Business: Psychic Readings — Business Phone: 954-839-6770

D/B/A: Josie Johnson — Business Fax:

Business Address: 219 N Federal Hwy Dania Bch Fl 33004 — Emergency #: 954-907 2244 WALKER

Mailing Address: 219 N. Federal Hwy, Dania Bch Fl 33004 — In an Enterprise Zone?

Email Address: Josie psychic @ yahoo. com — If yes, # of Employees:

Federal ID (EIN) or Social Security #. — State of Revenue Sale & Use Tax #:

Business Owner(s) Name(s)	Address	DOB	Home Phone
Peggy Lee			

Person Applying for License:

Name: Josie Johnson — Title: (Within company)

Phone: 954-839-6770 — Cell Phone: — Email: Josie psychic @ yahoo.com

Type of License Requested (Check one please):

- ☐ New License
- ☐ Transfer Ownership
- ☐ Transfer Location
- ☐ Home Based Occupation
- ☒ Update License Information
- ☐ Business Name Change

Proposed Use: Psychic Readings, Astrology, and fortuneteller.

(Description of use MUST be included with application. Attach additional sheets on company letterhead as needed.)

Specialized Information (Fill in only if applicable):

Restaurant: ____ (Number of seats) — Service Station: ____ (Number of pumps) — Manufacturer: ____ (Number of employees) — Beauty Salon: ____ (Number of stations) — Real Estate: ____ (Number of salespersons)

Insurance/Sanitation Information (REQUIRED):

Name of Insurance Co: — Phone:

Sanitation Company: — Phone:

I hereby certify that the above information is complete, true and correct; and further I understand that any misstatement of facts contained in this application may cause the license to be revoked.

SIGNATURE OF APPLICANT — DATE 07-16-12

The premises will be inspected by the Building Department and the Fire Prevention Bureau. If any violations exist, said violations must be corrected within the time allotted or the application for license may be denied, and possible Code Enforcement action may be taken.

REV 11/09

CITY OF DANIA BEACH

Department of Community Development
Zoning Division

CERTIFICATE OF USE

CERTIFICATE #: CU-12-0173 RECORD #: 001384

BUSINESS NAME: JOSIE JOHNSON/PEGGY LEE dba PSYCHIC READINGS

BUSINESS ADDRESS: 219 N FEDERAL HIGHWAY

BLDG #: _____ BAY #: _____

BUSINESS PHONE: 954-839-6770

BUSINESS USE(S): PSYCHIC READINGS/ASTROLOGY

PROPERTY ZONED: CC FOLIO #: 504234010080

CERTIFICATE APPROVED BY: Kristin Dion DATE: 08/02/2012

LIMITATION(S): *NOTES: EXISTING USE/CHANGE OF DBA

MUST BE POSTED AT BUSINESS LOCATION

APPLICANT

LEAVE BLANK

TYPE OR PRINT ALL INFORMATION IN BLACK

LEAVE BLANK

LAST NAME: Johnson

FIRST NAME: Josie

ALIAS: AKA

SIGNATURE OF PERSON FINGERPRINTED: X Josie Johnson

RESIDENCE OF PERSON FINGERPRINTED: 219 N. Federal Highway Deerfield Beach FL 33004

DATE: 06-22-06

SIGNATURE OF OFFICIAL TAKING FINGERPRINTS: Officer

SHERIFF'S OFFICE, BROWARD COUNTY, FL.

DATE OF BIRTH: DOB

PLACE OF BIRTH: POB

CITIZENSHIP: USA

SEX | RACE | HGT | WGT | EYES | HAIR

YOUR NO: OCA

LEAVE BLANK

FBI: FBI

ARREST FOR OFFENSE: ARRU

SOCIAL SECURITY NO: SOC

MISCELLANEOUS NO: MISC

CLASS

REF

CITY OF DANIA BEACH

COMMUNITY DEVELOPMENT DEPARTMENT
ZONING DIVISION
100 W Dania Beach Blvd. Dania Beach, FL 33004
TEL: 954-924-6805 / FAX: 954-922-2687

CERTIFICATE OF USE APPLICATION

Date of Application: 7/16/12
Name of Business: Psychic Readings
D/B/A: Josie Johnson / Peggy Lee
Business Address: 219 N. Federal Hwy, Dania Beach
Building #: _____ Bay/Suite #: _____
Email: Josie.psychic@yahoo.com
Business Owner's Name: Peggy Lee
Business Owner's Address: 3015 W. Sunrise Blvd
Business Owner's City/State/Zip: Ft. Laud Fl 33311

Folio #: 504234010080
Property Zoned: CC
Business Tel: 954-839-6770
Business Fax: _____
Emergency Tel: 954-907-2244
Square Ft of Bay/Space: _____
Multi-Tenant Bldg: [ ] Yes [ ] No
Home Tel: 954-839-6770
Alternate Tel: 954-907-2244

CERTIFICATE OF USE APPLIED FOR (CHECK ONE):

[ ] New Business [ ] Change of Business Name [ ] Change of Ownership
[ ] Adding or Changing of Use [ ] Transfer Location (existing business to new location)

PROPOSED USE (DETAILED DESCRIPTION OF ACTIVITIES): Psychic Readings Astrology, and fortune telling

NOTE: Application must be signed by business owner or authorized corporate officer.

Signature _____ Title _____
Josie Johnson
Printed Name
Date 7/16/12

State of Florida:
County of Broward:

The foregoing instrument was acknowledged before me this 31 day of July, 2012 by Josie Johnson who is personally known to me or who has produced FL DL as identification, and who did (or did not) take an oath.

NOTARY PUBLIC (SEAL)
MY COMMISSION EXPIRES: 5/30/16

KRISTIN MILLIGAN
MY COMMISSION # EE 208398
EXPIRES: May 30, 2016
Bonded Thru Notary Public Underwriters

OFFICE USE ONLY: DO NOT COMPLETE BELOW THIS LINE

[ ] APPROVED: CERTIFICATE NUMBER: CU12-173
[ ] DENIED: INFORMED APPLICANT VIA: _____

BY (INITIALS): KMC
DATE: 8/2/12

REV 04/08

Broward Sheriff's Office
District 2 - Dania Beach
Crime Prevention Unit
100 W Dania Beach Blvd
Dania Beach, FL 33004
Phone # 954-926-2400

Dania Beach Business Watch
Membership Application
(PLEASE PRINT)

Date: 7/16/12

Business Information

Business Name: Psychic Readings
Business Address: 219 N. Federal Hwy Dania Beach, Fl 33004
City: Dania Beach State: FL ZIP: 33004
Business Phone: 954-839-6770 Business Fax:
E-Mail Address: Josie psychic@yahoo.com
Hours of Operation: 10Am - 11pm

Owner / Manager Contact Information

Name: Josie Johnson
Address: 219 N. Federal Hwy Dania Bch Fl 33004
Home Phone: 954-839-6770 Cellular: 321-388-1611

Emergency Contact Information	
Name	Telephone
Walter Miller	954-907-2244
David Miller	954-683-9639

Comments:

For information on this and other crime prevention programs, please contact our Crime Prevention Unit at 954.926.2400.

Zone # _____

REV 11/09

Filed for Michael Marcus

CITY OF DANIA BEACH

Local Business Tax Receipt Division
100 W Dania Beach Blvd. Dania Beach, FL 33004
Phone: 954-924-6805 ext 3644 / Fax: 954-924-6812

PROPERTY OWNER/LANDLORD AUTHORIZATION TO ISSUE LICENSE

I CERTIFY THAT I AM THE PROPERTY OWNER AND/OR AUTHORIZED AGENT OF THE PREMISES LOCATED AT: 219 North Federal Highway, Dania Beach, FL 33004

LESSEE BAY/UNIT/SUITE #(S): N/A FOLIO #: 504234-01-0080

AND HAVE LEASED SAID PREMISES TO: Peggy Lee and Josie Johnson

FOR THE PURPOSE OF CONDUCTING HIS/HER BUSINESS OF: Psychic

I FURTHER UNDERSTAND THAT THE BUILDING WILL BE INSPECTED BY THE CITY OF DANIA BEACH INSPECTORS AND AGREE THAT **ANY VIOLATIONS** (STRUCTURAL, ELECTRICAL, PLUMBING, MECHANICAL, AND/OR FIRE PREVENTION) WILL BE CORRECTED BY ME OR THE LESSEE. I ALSO UNDERSTAND THAT NO ALTERATIONS OR ADDITIONS WILL BE MADE WITHIN OR TO THE PREMISES UNTIL THE PROPER PERMITS HAVE BEEN PROCURED. IN ADDITION, NO SIGNS WILL BE ALTERED OR INSTALLED UPON THE PREMISES WITHOUT THE PROPER PERMITS BEING PULLED. LASTLY, ANY VIOLATIONS NOT CORRECTED MAY BE CITED BY THE CODE COMPLIANCE DIVISION, WHICH PURSUANT TO FLORIDA STATE STATUTES, I AM HELD ULTIMATELY RESPONSIBLE FOR REGARDLESS OF ANY LEASE CONDITIONS OR AGREEMENTS WITH THE LESSEE.

SIGNATURE OF OWNER OR AGENT	Michael Marcus PRINTED NAME	
owner TITLE	631-789-6500 PHONE NUMBER	7-12-12 DATE

State of Florida: New York

County of Broward: Nassau

The foregoing instrument was acknowledged before me this 12 day of July, 2012, by Michael Marcus who is personally known to me or who has produced Driver's License as identification, and who did (or did not) take an oath.

NOTARY PUBLIC (SEAL)

MY COMMISSION EXPIRES: Sept 19, 2013

DARLENE I. CASTRO
Notary Public, State of New York
No. 01CA6133993
Qualified in Nassau County
Commission Expires Sept. 19, 2013

REV 08/11

ATTENTION MICHAEL MANCUSI

CITY OF DANIA BEACH

Local Business Tax Receipt Division
100 W Dania Beach Blvd. Dania Beach, FL 33004
Phone: 954-924-6805 ext 3644 / Fax: 954-924-6812

AFFIDAVIT OF INVENTORY

If your business carries an inventory of merchandise, you must have this affidavit properly executed and returned to the Division along with the completed application form(s). This does not include equipment, furniture, or other items used in the day to day operations of the business.

I certify that the average dollar ($) value of inventory maintained on the site of

_____ is $ _____

NAME OF BUSINESS

Please fill in areas where applicable.

Percent of Inventory as Retail Product: _____ % Value of Inventory as Retail Product: $ _____

Percent of Inventory as Wholesale Product: _____ % Value of Inventory as Wholesale Product: $ _____

Total of Storage and/or Warehouse Space: _____ Square Feet

SIGNATURE OF OWNER OR OFFICER **TITLE**

PRINTED NAME **DATE**

State of Florida:

County of Broward:

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____ who is personally know to me or who has produced _____ as identification, and who did (or did not) take an oath.

NOTARY PUBLIC **(SEAL)**

MY COMMISSION EXPIRES:

REV 11/09

Florida Department of State
Division of Corporations

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Fictitious Name Detail

Fictitious Name

PSYCHIC READINGS

Filing Information

Registration Number	G12000068859
Status	ACTIVE
Filed Date	07/10/2012
Expiration Date	12/31/2017
Current Owners	2
County	BROWARD
Total Pages	1
Events Filed	NONE
FEI/EIN Number	NONE

Mailing Address

219 N. FEDERAL HWY
DANIA BEACH, FL 33004

Owner Information

LEE, PEGGY
3015 W. SUNRISE BLVD
FT LAUDERDALE, FL 33311
FEI/EIN Number: NONE
Document Number: NONE

JOHNSON, JOSIE
219 N. FEDERAL HWY
DANIA BEACH, FL 33004
FEI/EIN Number: NONE
Document Number: NONE

Document Images

07/10/2012 -- Fictitious Name Filing | View image in PDF format

Note: This is not official record. See documents if question or conflict.

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State of Florida, Department of State

APPLICATION FOR REGISTRATION OF FICTITIOUS NAME

REGISTRATION# G12000068859

Fictitious Name to be Registered: PSYCHIC READINGS

Mailing Address of Business: 219 N. FEDERAL HWY
DANIA BEACH, FL 33004

Florida County of Principal Place of Business: BROWARD

FEI Number:

Owner(s) of Fictitious Name:

LEE, PEGGY
3015 W. SUNRISE BLVD
FT LAUDERDALE, FL 33311

JOHNSON, JOSIE
219 N. FEDERAL HWY
DANIA BEACH, FL 33004

FILED
Jul 10, 2012
Secretary of State

I the undersigned, being an owner in the above fictitious name, certify that the information indicated on this form is true and accurate. I further certify that the fictitious name to be registered has been advertised at least once in a newspaper as defined in Chapter 50, Florida Statutes, in the county where the principal place of business is located. I understand that the electronic signature below shall have the same legal effect as if made under oath and I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s. 817.155, Florida Statutes.

PEGGY LEE — 07/10/2012
Electronic Signature(s) — Date

Certificate of Status Requested ( ) **Certified Copy Requested (X)**

Lexon Insurance Company
1919 S. Highland Avenue, Bldg.A-Suite 300, Lombard, Illinois 60148-6179

BOND NO. 1017442

LICENSE AND/OR PERMIT BOND
(ONLY VALID IF FILLED IN FOR LESS THAN $25,001.00)

KNOW ALL MEN BY THESE PRESENTS:
That we JOSIE JOHNSON (Principal's Name)
219 N FEDERAL HIGHWAY DANIA BEACH, FL. 33004 (Principal's Address)
as Principal, and Lexon Insurance Company an insurance company duly licensed in the State of Texas, as Surety, are held and firmly bound unto CITY OF DANIA BEACH State of Texas, Obligee, in the aggregate sum of One Thousand Dollars Dollars ($1,000.00) to the payment of which sum the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally by these presents.

In consideration thereof, the Principal is granted a license and/or permit by the Obligee to engage in the business of PSYCHIC READER

for the period beginning on the 26TH day of JULY 2012
and ending on the 26TH day of JULY 2013

THEREFORE; the condition of this bond is that, if said Principal shall comply with all of the conditions of the ordinances and regulations of the Obligee pertaining to said license and/or permit, then this obligation shall be null and void; otherwise to remain in full force and effect subject to the following conditions:

1. This obligation may be extended from year to year at the potion of the Surety, by continuation certificate executed by the Surety;
2. This obligation may be cancelled by the Surety upon giving thirty (30) days written notice to the Obligee However, this obligation shall remain in full force and effect as to the acts or omissions of the above mentioned Principal prior to the cancellation of the bond.

Dated this 26 TH day of JULY 2012

JOSIE JOHNSON
Principal

Officer

Lexon Insurance Company

BY: James K Swindle, Attorney in Fact

POWER OF ATTORNEY

Lexon Insurance Company

LX - 86780

KNOW ALL MEN BY THESE PRESENTS, that LEXON INSURANCE COMPANY, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint: James K. Swindle, Inkee Kim, Murray J. Hacker **********

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of LEXON INSURANCE COMPANY on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed $2,500,000.00, Two-million five hundred thousand dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Vice President, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, LEXON INSURANCE COMPANY has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 21st day of September, 2009.

LEXON INSURANCE COMPANY
A TEXAS INSURANCE COMPANY

LEXON INSURANCE COMPANY

BY _____
David E. Campbell
President

ACKNOWLEDGEMENT

On this 21st day of September, 2009, before me, personally came David E. Campbell to me known, who being duly sworn, did depose and say that he is the President of LEXON INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

"OFFICIAL SEAL"
MAUREEN K. AYE
Notary Public, State of Illinois
My Commission Expires 09/21/13

_____
Maureen K. Aye
Notary Public

CERTIFICATE

I, the undersigned, Secretary of LEXON INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Woodridge, Illinois this 26th Day of July 20 12.

LEXON INSURANCE COMPANY
A TEXAS INSURANCE COMPANY

_____
Donald D. Buchanan
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."

LX1

Nature of business. At 219 N. Federal Hwy., Dania Beach, FL 33004

Psychic readings, astrology readings, fortune-telling,

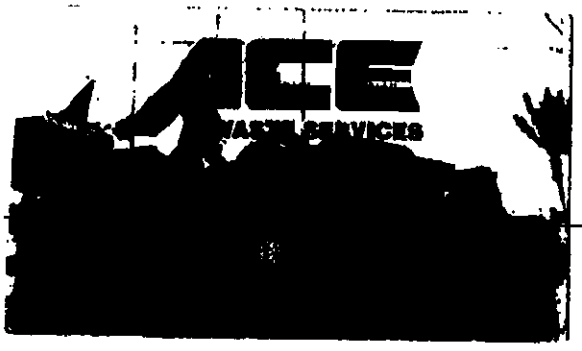
07/16/12

To Whom It May Concern,

I, James Andriella Jr. have known Josie Johnson for Seven years. I have been living in Broward county for 32 years. A property owner in the City of Pembroke Pines FL 33024 Since 1980

For the years I have known Josie Johnson and her work ethics and business responsibilities at 219 N Federal Hwy Dania Beach I feel good about her way in conducting business. If you have any further questions you can contact me via mail or email.

James Andriella Jr
8520 NW 3Rd St.
Pembroke Pines FL 33024
Cell 954-562-8534



July 2, 2012

To Whom It May Concern,

I, Ines Ramirez, have known Josie Johnson for twenty years. I have been living in Broward county for seven years. A property owner in the City of Hollywood.

For all the years I have known Mis Johnson and her work ethics and business responsibilities I feel good about her way in conducting business. If you have any further questions you can contact me via mail or email.

Ines Ramirez
2738 Fillmore Street Unit 10W
Hollywood, Florida 33020

email: inesr511@yahoo.com

Chapter 12.5 - FORTUNETELLERS, PALMISTS, CLAIRVOYANTS AND ASTROLOGERS[1]

Sec. 12.5-1. - Business tax receipt required.

It shall be unlawful to engage in the business of fortunetelling, palmistry, clairvoyancy or astrology in the city unless such business is conducted by an individual who has applied for and obtained a business tax receipt from the city for such business.

(Ord. No. 20-90, § 1, 4-10-90)

Sec. 12.5-2. - Issuance and revocation of business tax receipt.

(a) The city commission of the City of Dania Beach, Florida, is hereby authorized to grant or renew a fortunetelling, palmistry, clairvoyancy or astrology business tax receipt for any period of time not exceeding one (1) year to any individual applying therefor on a form to be provided for in paragraph (b) of this section and the filing by the applicant of the bond required by section 12.5-5 of this chapter.

(b) The form on which application shall be made for a fortunetelling, palmistry, clairvoyancy or astrology business tax receipt shall require the following information:

(1) Name of applicant;

(2) Residence and business address of applicant;

(3) The length of time for which a fortunetelling, palmistry, clairvoyancy or astrology business tax receipt is desired;

(4) A statement as to whether or not the applicant holds, or has held a fortunetelling, palmistry, clairvoyancy or astrology license from any state, municipality, governing body or licensing authority; a list of such licenses and a statement of the time, place and by whom issued; a statement as to whether any state, municipality, governing body or licensing authority has ever refused to issue or to renew a fortunetelling, palmistry, clairvoyancy or astrology license to the applicant together with a full and accurate statement as to the reasons for any such refusal; and a statement as to whether any state, municipality, governing body or licensing authority has ever revoked a fortunetelling, palmistry, clairvoyancy or astrology license held by the applicant together with a full and accurate statement as to the reasons for any such revocation;

(5) A statement as to whether or not the applicant has ever been convicted of any crime, misdemeanor or violation of any municipal ordinance, and if so, the nature of the offense and the punishment or penalty assessed thereto;

(6) A photograph of the applicant, taken within sixty (60) days immediately prior to the date of the filing of the application, which picture shall be two (2) inches by two (2) inches

showing the head and shoulders of the applicant in a clear and distinguishing manner, except that the city commission may waive this requirement with respect to an application for renewal of a fortunetelling, palmistry, clairvoyancy or astrology business tax receipt by an individual holding an unexpired fortunetelling, palmistry, clairvoyancy or astrology business tax receipt issued under this chapter who has in a previous application under this chapter complied with this requirement;

(7) The fingerprints of the applicant and the names of at least two (2) reliable property owners of the County of Broward, State of Florida, who will certify as to the applicant's good moral character and business responsibility, except that the city commission may waive this requirement with respect to an application for renewal of a fortunetelling, palmistry, clairvoyancy or astrology business tax receipt by any individual holding an unexpired business tax receipt issued under this chapter who has in a previous application under this chapter complied with this requirement.

(c) Before issuing a fortunetelling, palmistry, clairvoyancy or astrology license to any individual applying therefor, the city commission shall refer the application to the Broward County Sheriff's Office who shall cause to be made such investigation of the applicant's moral character and business responsibility as he deems necessary for the protection of the public good, except that the city commission may waive this requirement with respect to an application for renewal of an existing business tax receipt by any individual holding an unexpired fortunetelling, palmistry, clairvoyancy or astrology business tax receipt issued under this chapter if an investigation of such applicant's moral character and business responsibility has previously been made under this section in connection with a prior application for such business tax receipt under this chapter. The sheriff or his deputy shall cause the investigation herein provided for to be made within a reasonable time and shall certify to the city commission whether or not the moral character and business responsibility of the applicant is satisfactory.

(d) A fortunetelling, palmistry, clairvoyancy or astrology business tax receipt may be revoked by the city commission or an application for issuance or renewal of such business tax receipt may be refused by the city commission, if they determine after notice and hearing that:

(1) The applicant or business tax receipt holder is not an individual of good moral character and business responsibility; or

(2) The application of the applicant or business tax receipt holder contains any false, fraudulent or misleading material statement;

(3) The applicant or business tax receipt holder has perpetrated a fraud upon any person whether or not such fraud was perpetrated in the conduct of the business in the city; or

(4) The applicant or business tax receipt holder has violated any of the statutes of the State of Florida relating to fortunetelling, palmistry, clairvoyancy or astrology; or

(5) The applicant has been convicted of any crime or misdemeanor involving moral

turpitude; or

(6) The applicant or business tax receipt holder has conducted his or her business in the city in an unlawful manner or in such a manner as to constitute a breach of the peace or a menace to the health, safety or general welfare of the public.

(e) Notice of the hearing provided for in paragraph (d) above shall be given in writing to the applicant or business tax receipt holder as the case may be. Such notice shall be mailed, postage prepaid to the applicant or business tax receipt holder as the case may be at his last known address at least five (5) days prior to the date set for hearing. The applicant or business tax receipt holder as the case may be shall have the right to be represented at such hearing by counsel.

(Ord. No. 20-90, § 2, 4-10-90; Ord. No. 2007-004, § 3, 3-27-07)

Sec. 12.5-3. - Judicial remedy by circuit court.

Any person aggrieved by any decision of the city commission may, within thirty (30) days from the date of rendition of such decision, apply to the circuit court for the Seventeenth Judicial Circuit in and for Broward County, Florida, for a review of such decision of the city commission, which said review shall be limited to a petition at common law for a writ of certiorari.

(Ord. No. 20-90, § 3, 4-10-90)

Sec. 12.5-4. - Business tax receipt fees.

The fees for a fortunetelling, palmistry, clairvoyancy or astrology business tax receipt shall be in the sum of one thousand dollars ($1,000.00) for each twelve-month period or fraction thereof.

(Ord. No. 20-90, § 4, 4-10-90; Ord. No. 2007-004, § 3, 3-27-07)

Sec. 12.5-5. - Bond.

Every applicant for a fortunetelling, palmistry, clairvoyancy or astrology license shall file with the clerk-auditor of the city a surety bond running to the City of Dania Beach, Florida, in the amount of one thousand dollars ($1,000.00) with surety acceptable to and approved by the city commission conditioned that the applicant, if issued a fortunetelling, palmistry, clairvoyancy or astrology license, will comply fully with all the provisions of the ordinances of the city, and the statutes of the State of Florida and will pay all damages which may be sustained by any person by reason of any fraud, deceit, negligence or other wrongful act on the part of the licensee, his agent or employees in the conduct of the licensee's business. A liability insurance policy issued by an insurance company authorized to do business in the State of Florida which conforms to the above requirements may be permitted by the city commission in its discretion in lieu of a bond.

(Ord. No. 20-90, § 5, 4-10-90)

Sec. 12.5-6. - Place of conducting activities.

No fortunetelling, palmistry, clairvoyancy or astrology activities shall be conducted within any of the residential areas of the city or other areas not zoned for such activity.

(Ord. No. 20-90, § 6, 4-10-90)

Sec. 12.5-7. - New applications and renewals.

The provisions of this chapter shall apply to all new applicants for business tax receipts for fortunetelling, palmistry, clairvoyancy or astrology activities and for all renewals of licenses issued for fortunetelling, palmistry, clairvoyancy or astrology activities that are in effect at the time of the effective date of this chapter.

(Ord. No. 20-90, § 7, 4-10-90; Ord. No. 2007-004, § 3, 3-27-07)

Sec. 12.5-8. - Penalties.

Any person violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined not exceeding five hundred dollars ($500.00) or by imprisonment in the county jail not exceeding ninety (90) days, or by both such fine and imprisonment. Each violation shall constitute a separate offense and shall be punishable as such hereunder.

(Ord. No. 20-90, § 8, 4-10-90)

CITY OF DANIA BEACH
DEPARTMENT OF FINANCE
MEMORANDUM

TO: Captain Daniel J Marks
Broward Sheriff's Office

THRU: Nicki Satterfield
Finance Director

FROM: Megan Jelaso
Revenue Coordinator

RE: Request Background Check for Palmistry/Fortuneteller
Local Business Tax
Helen Williams dba Gifted Psychic Inc. – 2511 Stirling Rd

DATE: June 10, 2019

A request has been made for renewal of a local business tax receipt for a Palmistry/ Fortuneteller license. Section 12.5-2 of the Dania Beach Code of ordinances indicates such license is to be granted or reviewed by the City Commission on an annual basis.

The Renewal concerns the license of Helen Williams dba Gifted Psychic at 2511 Stirling Rd. The applicant will be given notice that a hearing will held before the City Commission meeting once this request is completed.

Section 12.5-2 (d) lists the criteria by which the City Commission may refuse or revoke renewal of a Fortuneteller's license. One of the steps in obtaining renewal is for the Chief of Police to check for any violations as stated in Section 12.5-2 (d). A copy of the code section is attached.

In order to process this request to be heard before the City Commission meeting, the background check for any/stated violations would need to be completed by June 19, 2019.Please contact us should you have any questions.

Attachment

mj

CITY OF DANIA BEACH

Local Business Tax Receipt Division
100 W Dania Beach Blvd. Dania Beach, FL 33004
Phone: 954-924-6805 ext 3644 / Fax: 954-924-6812

Lic. #:	
Fee:	

Business License Application Form

SEP 29 2015

Date of Application: 09-28-2015

Property Folio: _____

Please fill in all areas as applicable (INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED)

Business Information:

Name of Business: Gifted Psychic Inc. Business Phone: 954-505-7722

D/B/A: n/a Business Fax: n/a

Business Address: 2511 Stirling Rd., Dania Beach 33312 Emergency #: 954-609-2200

Mailing Address: 2511 Stirling Rd, Dania Beach 33312 In an Enterprise Zone? _____

Email Address: n/a If yes, # of Employees: _____

Federal ID (EIN) or Social Security #: 27-0313993 Dept. of Revenue Sale & Use Tax #: n/a

Business Owner(s) Name(s)	Address	DOB	Home Phone
Helen Williams	2511 Stirling Rd., Dania Beach 33312	[redacted]	954-609-2200

Person Applying for License:

Name: Helen Williams Title: President (Within company)

Phone: 954-505-7722 Cell Phone: 954-609-2200 Email: n/a

Type of License Requested (Check one please):

☐ New License ☐ Transfer Ownership ☐ Transfer Location ☐ Home Based Occupation

☐ Update License Information ☒ Business Name Change

Proposed Use:	Astrology, Fortune Telling

(Description of use MUST be included with application. Attach additional sheets on company letterhead as needed.)

Specialized Information (Fill in only if applicable):

Restaurant: ____ (Number of seats) Service Station: ____ (Number of pumps) Manufacturer: ____ (Number of employees) Beauty Salon: ____ (Number of stations) Real Estate: ____ (Number of salespersons)

Insurance/Sanitation Information (REQUIRED):

Name of Insurance Co: n/a Phone: _____

Sanitation Company: Ace Waste Services LLC Phone: 954-472-6700

I hereby certify that the above information is complete, true and correct; and further I understand that any misstatement of facts contained in this application may cause the license to be revoked.

Helen Williams — SIGNATURE OF APPLICANT

9-28-2015 — DATE

The premises will be inspected by the Building Department and the Fire Prevention Bureau. If any violations exist, said violations must be corrected within the time allotted or the application for license may be denied, and possible Code Enforcement action may be taken.

REV 11/09

CITY OF DANIA BEACH

Department of Community Development
Zoning Division

CERTIFICATE OF USE

CERTIFICATE #: CU-15-214 **RECORD #:** 002265

BUSINESS NAME: GIFTED PSYCHIC INC

BUSINESS ADDRESS: 2511 STIRLING ROAD

BLDG #: _____ **BAY #:** _____

BUSINESS PHONE: 954-505-7722

BUSINESS USE(S): ASTROLOGY - FORTUNE TELLING (CONTINUATION OF A LEGAL NONCOMFORMING USE)

PROPERTY ZONED: C-2 **FOLIO #:** 02232001084

CERTIFICATE APPROVED BY: Mariluz Maldonado **DATE:** 09/29/2015

LIMITATION(S): CONTINUATION OF A LEGAL NONCOMFORMING USED PREVIOUSLY APPROVED BY CU-13-253
MUST MAINTAIN VALID CITY LICENSES FOR LEGAL NONCOMFORMING STATUS

MUST BE POSTED AT BUSINESS LOCATION

Broward Sheriff's Office
District 2 - Dania Beach
Crime Prevention Unit
100 W Dania Beach Blvd
Dania Beach, FL 33004
Phone # 954-926-2400

Dania Beach Business Watch
Membership Application
(PLEASE PRINT)

Date: 9-28-2015

Business Information

Business Name: Gifted Psychic Inc.

Business Address: 2511 Stirling Rd.

City: Dania Beach State: FL ZIP: 33312

Business Phone: 954-505-7722 Business Fax: n/a

E-Mail Address: n/a

Hours of Operation: 9:00 AM - 10:00 P.M.

Owner / Manager Contact Information

Name: Helen Williams

Address: 2511 Stirling Rd., Dania Beach, FL 33312

Home Phone: 954-505-7722 Cellular: 954-609-2200

Emergency Contact Information

Name	Telephone
Helen Williams	954-609-2200

Comments:

For information on this and other crime prevention programs, please contact our Crime Prevention Unit at 954.926.2400.

Zone #

REV 11/09

CITY OF DANIA BEACH

Local Business Tax Receipt Division
100 W Dania Beach Blvd. Dania Beach, FL 33004
Phone: 954-924-6805 ext 3644 / Fax: 954-924-6812

PROPERTY OWNER/LANDLORD AUTHORIZATION TO ISSUE LICENSE

I CERTIFY THAT I AM THE PROPERTY OWNER AND/OR AUTHORIZED AGENT OF THE PREMISES LOCATED AT: 2511 Stirling Road, Dania Beach, FL 33312

LESSEE BAY/UNIT/SUITE #(S): _____ FOLIO #: _____

AND HAVE LEASED SAID PREMISES TO: Gifted Psychic Inc.

FOR THE PURPOSE OF CONDUCTING HIS/HER BUSINESS OF: Astrology and Fortune Telling.

I FURTHER UNDERSTAND THAT THE BUILDING WILL BE INSPECTED BY THE CITY OF DANIA BEACH INSPECTORS AND AGREE THAT ANY VIOLATIONS (STRUCTURAL, ELECTRICAL, PLUMBING, MECHANICAL, AND/OR FIRE PREVENTION) WILL BE CORRECTED BY ME OR THE LESSEE. I ALSO UNDERSTAND THAT NO ALTERATIONS OR ADDITIONS WILL BE MADE WITHIN OR TO THE PREMISES UNTIL THE PROPER PERMITS HAVE BEEN PROCURED. IN ADDITION, NO SIGNS WILL BE ALTERED OR INSTALLED UPON THE PREMISES WITHOUT THE PROPER PERMITS BEING PULLED. LASTLY, ANY VIOLATIONS NOT CORRECTED MAY BE CITED BY THE CODE COMPLIANCE DIVISION, WHICH PURSUANT TO FLORIDA STATE STATUTES, I AM HELD ULTIMATELY RESPONSIBLE FOR REGARDLESS OF ANY LEASE CONDITIONS OR AGREEMENTS WITH THE LESSEE.

Jan Natas	Jan Natas
SIGNATURE OF OWNER OR AGENT	**PRINTED NAME**

Owner	954-319-6690	9-16-15
TITLE	**PHONE NUMBER**	**DATE**

State of Florida:

County of Broward:

The foregoing instrument was acknowledged before me this 16th **day of** September, 2015, **by** ~~Drivers License~~ Jan Natas **who is personally know to me or who has produced** FL Drivers License **as identification, and who did (or did not) take an oath.**

Laurie Attar

NOTARY PUBLIC (SEAL)

MY COMMISSION EXPIRES:

LAURIE ATTAR
MY COMMISSION # FF 128705
EXPIRES: June 2, 2018
Bonded Thru Budget Notary Services

REV 11/09

CITY OF DANIA BEACH

Local Business Tax Receipt Division
100 W Dania Beach Blvd. Dania Beach, FL 33004
Phone: 954-924-6805 ext 3644 / Fax: 954-924-6812

AFFIDAVIT OF INVENTORY

If your business carries an inventory of merchandise, you must have this affidavit properly executed and returned to the Division along with the completed application form(s). This does not include equipment, furniture, or other items used in the day to day operations of the business.

I certify that the average dollar ($) value of inventory maintained on the site of

Gifted Psychic Inc. is $ -0-
NAME OF BUSINESS

**Please fill in areas where applicable.*
Percent of Inventory as Retail Product: _____ % Value of Inventory as Retail Product: $ _____
Percent of Inventory as Wholesale Product: _____ % Value of Inventory as Wholesale Product: $ _____
Total of Storage and/or Warehouse Space: _____ Square Feet

Helen Williams — President
SIGNATURE OF OWNER OR OFFICER — **TITLE**

Helen Williams — 09-28-2015
PRINTED NAME — **DATE**

State of Florida:

County of Broward:

The foregoing instrument was acknowledged before me this 28th **day of** September, 2015, **by** Helen Williams **who is personally know to me or who has produced** Personally Known **as identification, and who did (or did not) take an oath.**

Laurie Attar
NOTARY PUBLIC (SEAL)
MY COMMISSION EXPIRES:

LAURIE ATTAR
MY COMMISSION # FF 108705
EXPIRES: June 2, 2018
Bonded Thru Budget Notary Services

REV 11/09

Florida Department of State
Division of Corporations

Detail by Entity Name

Florida Profit Corporation

GIFTED PSYCHIC INC.

Filing Information

Document Number	P09000049057
FEI/EIN Number	27-0313993
Date Filed	06/05/2009
State	FL
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	09/15/2015
Event Effective Date	NONE

Principal Address

2511 Stirling Road
Fort Lauderdale, FL 33312

Changed: 04/29/2014

Mailing Address

2511 Stirling Road
Fort Lauderdale, FL 33312

Changed: 04/29/2014

Registered Agent Name & Address

LAURIE ATTAR INC.
8800 Johnson Street
Pembroke Pines, FL 33024

Name Changed: 04/29/2011

Address Changed: 04/09/2015

Officer/Director Detail

Name & Address

Title P

WILLIAMS, HELEN M
2511 Stirling Road
Fort Lauderdale, FL 33312

Annual Reports

Report Year	Filed Date
2013	04/23/2013
2014	04/29/2014
2015	04/09/2015

Document Images

04/09/2015 -- ANNUAL REPORT	View image in PDF format
04/29/2014 -- ANNUAL REPORT	View image in PDF format
04/23/2013 -- ANNUAL REPORT	View image in PDF format
04/22/2012 -- ANNUAL REPORT	View image in PDF format
04/29/2011 -- ANNUAL REPORT	View image in PDF format
04/29/2010 -- ANNUAL REPORT	View image in PDF format
06/05/2009 -- Domestic Profit	View image in PDF format

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State of Florida, Department of State

FLORIDA DEPARTMENT OF STATE
Division of Corporations

September 21, 2015

LAURIE ATTAR / LAURIE ATTAR INC.
8800 JOHNSON STREET
PEMBROKE PINES, FL 33024 US

Re: Document Number P09000049057

The Articles of Amendment to the Articles of Incorporation for INDIA'S GIFTED INC. which changed its name to GIFTED PSYCHIC INC., a Florida corporation, were filed on September 15, 2015.

The certification requested is enclosed.

Should you have any question regarding this matter, please telephone (850) 245-6050, the Amendment Filing Section.

Carolyn Lewis
Regulatory Specialist II
Division of Corporations

Letter Number: 815A00019817

State of Florida

Department of State

I certify the attached is a true and correct copy of the Articles of Amendment, filed on September 15, 2015, to Articles of Incorporation for INDIA'S GIFTED INC. which changed its name to GIFTED PSYCHIC INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is P09000049057.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Twenty-first day of September, 2015

Ken Detzner
Secretary of State

CR2EO22 (1-11)

Articles of Amendment
to
Articles of Incorporation
of

India's Gifted Inc.

15 SEP 15 AM 9:42

(Name of Corporation as currently filed with the Florida Dept. of State)

P09000049057

(Document Number of Corporation (if known))

Pursuant to the provisions of section 607.1006, Florida Statutes, this ***Florida Profit Corporation*** adopts the following amendment(s) to its Articles of Incorporation:

A. **If amending name, enter the new name of the corporation:**

Gifted Psychic Inc.

The new name must be distinguishable and contain the word "corporation," "company," or "incorporated" or the abbreviation "Corp.," "Inc.," or Co.," or the designation "Corp," "Inc," or "Co". A professional corporation name must contain the word "chartered," "professional association," or the abbreviation "P.A."

B. **Enter new principal office address, if applicable:**
*(Principal office address **MUST BE A STREET ADDRESS**)*

n/a

C. **Enter new mailing address, if applicable:**
*(Mailing address **MAY BE A POST OFFICE BOX**)*

n/a

D. **If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:**

Name of New Registered Agent n/a

(Florida street address)

New Registered Office Address: n/a *(City)* Florida *(Zip Code)*

New Registered Agent's Signature, if changing Registered Agent:
I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.

n/a
Signature of New Registered Agent, if changing

If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added:
(Attach additional sheets, if necessary)
Please note the officer/director title by the first letter of the office title:
P = President; V= Vice President; T= Treasurer; S= Secretary; D= Director; TR= Trustee; C = Chairman or Clerk; CEO = Chief Executive Officer; CFO = Chief Financial Officer. If an officer/director holds more than one title, list the first letter of each office held. President, Treasurer, Director would be PTD.
Changes should be noted in the following manner. Currently John Doe is listed as the PST and Mike Jones is listed as the V. There is a change, Mike Jones leaves the corporation, Sally Smith is named the V and S. These should be noted as John Doe, PT as a Change, Mike Jones, V as Remove, and Sally Smith, SV as an Add.

Example:

X Change	PT	John Doe
X Remove	V	Mike Jones
X Add	SV	Sally Smith

Type of Action (Check One)	Title	Name	Address
1) ____ Change	_____	_____	_____
____ Add			_____
____ Remove			_____
2) ____ Change	_____	_____	_____
____ Add			_____
____ Remove			_____
3) ____ Change	_____	_____	_____
____ Add			_____
____ Remove			_____
4) ____ Change	_____	_____	_____
____ Add			_____
____ Remove			_____
5) ____ Change	_____	_____	_____
____ Add			_____
____ Remove			_____
6) ____ Change	_____	_____	_____
____ Add			_____
____ Remove			_____

E. **If amending or adding additional Articles, enter change(s) here:**
(Attach *additional sheets, if necessary*). *(Be specific)*

n/a

F. **If an amendment provides for an exchange, reclassification, or cancellation of issued shares, provisions for implementing the amendment if not contained in the amendment itself:**
(if not applicable, indicate N/A)

n/a

The date of each amendment(s) adoption: _____, if other than the date this document was signed.

Effective date <u>if applicable</u>: _____

(no more than 90 days after amendment file date)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

Adoption of Amendment(s) **(CHECK ONE)**

■ The amendment(s) was/were adopted by the shareholders. The number of votes cast for the amendment(s) by the shareholders was/were sufficient for approval.

☐ The amendment(s) was/were approved by the shareholders through voting groups. *The following statement must be separately provided for each voting group entitled to vote separately on the amendment(s):*

"The number of votes cast for the amendment(s) was/were sufficient for approval

by _____."
(voting group)

☐ The amendment(s) was/were adopted by the board of directors without shareholder action and shareholder action was not required.

☐ The amendment(s) was/were adopted by the incorporators without shareholder action and shareholder action was not required.

Dated September 10, 2015

Signature Helen Williams
(By a director, president or other officer – if directors or officers have not been selected, by an incorporator – if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

Helen Williams
(Typed or printed name of person signing)

President
(Title of person signing)

15 SEP 15 AM 9:42

CITY OF DANIA BEACH

Local Business Tax Receipt Division
100 W Dania Beach Blvd. Dania Beach, FL 33004
Phone: 954-924-6805 ext 3644 / Fax: 954-924-6812

Lic. #:	
Fee:	

DEC 09 2013

Business License Application Form

Date of Application: 12/9/13

Property Folio: 0232001084

Please fill in all areas as applicable (INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED)

Business Information:

Name of Business: India's Gifted Inc — Business Phone: (954) 505-7722

D/B/A: n/a — Business Fax: n/a

Business Address: 2511 Stirling Road, Dania Beach, 33312 — Emergency #: (212) 470-9524

Mailing Address: 2511 Stirling Road, Dania Beach, 33312 — In an Enterprise Zone?

Email Address: n/a — If yes, # of Employees:

Federal ID (EIN) or Social Security #: — Dept. of Revenue Sale & Use Tax #: n/a

Business Owner(s) Name(s)	Address	DOB	Home Phone
Helen Williams			

Person Applying for License:

Name: Helen Williams — Title: President/Owner (Within company)

Phone: (954) 505-7722 — Cell Phone: — Email: n/a

Type of License Requested (Check one please):

- ☐ New License
- ☒ Transfer Ownership
- ☐ Transfer Location
- ☐ Home Based Occupation
- ☐ Update License Information
- ☐ Business Name Change

Proposed Use:	Astrology, Fortune Telling

(Description of use MUST be included with application. Attach additional sheets on company letterhead as needed.)

Specialized Information (Fill in only if applicable):

Restaurant: ____ (Number of seats) — Service Station: ____ (Number of pumps) — Manufacturer: ____ (Number of employees) — Beauty Salon: ____ (Number of stations) — Real Estate: ____ (Number of salespersons)

Insurance/Sanitation Information (REQUIRED):

Name of Insurance Co: n/a — Phone:

Sanitation Company: Ace Waste Services, LLC — Phone: 954-472-6700

I hereby certify that the above information is complete, true and correct; and further I understand that any misstatement of facts contained in this application may cause the license to be revoked.

Helen Williams — SIGNATURE OF APPLICANT

12/6/13 — DATE

The premises will be inspected by the Building Department and the Fire Prevention Bureau. If any violations exist, said violations must be corrected within the time allotted or the application for license may be denied, and possible Code Enforcement action may be taken.

REV 11/09

Helen Williams

11/26/82 [illegible]

Police Department
Ft. Lauderdale, Fl.

CITY OF DANIA BEACH

Department of Community Development
Zoning Division

CERTIFICATE OF USE

CERTIFICATE #: CU-13-253 RECORD #: 001791

BUSINESS NAME: India's Gifted Inc

BUSINESS ADDRESS: 2511 Stirling Road

BLDG #: _____ BAY #: _____

BUSINESS PHONE: 954-505-7722

BUSINESS USE(S): Astrology- Fortune telling (Continuation of a legal non-comforming use)

PROPERTY ZONED: C-2 FOLIO #: 0232001084

CERTIFICATE APPROVED BY: Mariluz Maldonado DATE: 12/09/2013

LIMITATION(S): (Continuation of a legal non-comforming use with valid/current BTR)

MUST BE POSTED AT BUSINESS LOCATION

Broward Sheriff's Office
District 2 - Dania Beach
Crime Prevention Unit
100 W Dania Beach Blvd
Dania Beach, FL 33004
Phone # 954-926-2400

Dania Beach Business Watch
Membership Application
(PLEASE PRINT)

Date: 12/6/2013

Business Information

Business Name: India's Gifted Inc

Business Address: 2511 Stirling Road

City: Dania Beach State: FL ZIP: 33312

Business Phone: (954) 505-7722 Business Fax: n/a

E-Mail Address: n/a

Hours of Operation: 9:00 A.M. - 10:00 P.M.

Owner / Manager Contact Information

Name: Helen Williams

Address: 2511 Stirling Road, Dania Beach, FL 33312

Home Phone: (954) 505-7722 Cellular: (212) 470-9524

Emergency Contact Information

Name	Telephone
Helen Williams	(212) 470-9524

Comments: _____

For information on this and other crime prevention programs, please contact our Crime Prevention Unit at 954.926.2400.

Zone # _____

REV 11/09

CITY OF DANIA BEACH

Local Business Tax Receipt Division
100 W Dania Beach Blvd. Dania Beach, FL 33004
Phone: 954-924-6805 ext 3644 / Fax: 954-924-6812

PROPERTY OWNER/LANDLORD AUTHORIZATION TO ISSUE LICENSE

I CERTIFY THAT I AM THE PROPERTY OWNER AND/OR AUTHORIZED AGENT OF THE PREMISES LOCATED AT: 2511 Stirling Road, Dania Beach, FL 33312

LESSEE BAY/UNIT/SUITE #(S): _____ FOLIO #: _____

AND HAVE LEASED SAID PREMISES TO: India's Gifted Inc

FOR THE PURPOSE OF CONDUCTING HIS/HER BUSINESS OF: Astrology & Fortune Telling

I FURTHER UNDERSTAND THAT THE BUILDING WILL BE INSPECTED BY THE CITY OF DANIA BEACH INSPECTORS AND AGREE THAT **ANY VIOLATIONS** (STRUCTURAL, ELECTRICAL, PLUMBING, MECHANICAL, AND/OR FIRE PREVENTION) WILL BE CORRECTED BY ME OR THE LESSEE. I ALSO UNDERSTAND THAT NO ALTERATIONS OR ADDITIONS WILL BE MADE WITHIN OR TO THE PREMISES UNTIL THE PROPER PERMITS HAVE BEEN PROCURED. IN ADDITION, NO SIGNS WILL BE ALTERED OR INSTALLED UPON THE PREMISES WITHOUT THE PROPER PERMITS BEING PULLED. LASTLY, ANY VIOLATIONS NOT CORRECTED MAY BE CITED BY THE CODE COMPLIANCE DIVISION, WHICH PURSUANT TO FLORIDA STATE STATUTES, I AM HELD ULTIMATELY RESPONSIBLE FOR REGARDLESS OF ANY LEASE CONDITIONS OR AGREEMENTS WITH THE LESSEE.

Jan Natas	Jan Natas
SIGNATURE OF OWNER OR AGENT	**PRINTED NAME**

Owner	954-319-6690	12-4-13
TITLE	**PHONE NUMBER**	**DATE**

State of Florida:

County of Broward:

The foregoing instrument was acknowledged before me this 4th **day of** December, 2013, **by** Jan Natas **who is personally know to me or who has produced** Florida Driver's License **as identification, and who did (or did not) take an oath.**

Laurie Attar

NOTARY PUBLIC **(SEAL)**

MY COMMISSION EXPIRES:

LAURIE ATTAR
MY COMMISSION # DD 944830
EXPIRES: June 9, 2014
Bonded Thru Budget Notary Services

REV 11/09

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

Detail by Entity Name

Florida Profit Corporation

INDIA'S GIFTED INC.

Filing Information

Document Number	P09000049057
FEI/EIN Number	270313993
Date Filed	06/05/2009
State	FL
Status	ACTIVE

Principal Address

2641 Bayview Drive
Fort Lauderdale, FL 33306

Changed: 04/23/2013

Mailing Address

2641 Bayview Drive
Fort Lauderdale, FL 33306

Changed: 04/23/2013

Registered Agent Name & Address

LAURIE ATTAR INC.
5151 SARAZEN DRIVE
HOLLYWOOD, FL 33021

Name Changed: 04/29/2011

Address Changed: 04/29/2011

Officer/Director Detail

Name & Address

Title P

WILLIAMS, HELEN M
2641 Bayview Drive
Fort Lauderdale, FL 33306

Annual Reports

Report Year	Filed Date

2011	04/29/2011
2012	04/22/2012
2013	04/23/2013

Document Images

04/23/2013 -- ANNUAL REPORT	View image in PDF format
04/22/2012 -- ANNUAL REPORT	View image in PDF format
04/29/2011 -- ANNUAL REPORT	View image in PDF format
04/29/2010 -- ANNUAL REPORT	View image in PDF format
06/05/2009 -- Domestic Profit	View image in PDF format

Copyright and Privacy Policies
State of Florida, Department of State

Electronic Articles of Incorporation
For

P09000049057
FILED
June 05, 2009
Sec. Of State
bmcknight

INDIA'S GIFTED INC.

The undersigned incorporator, for the purpose of forming a Florida profit corporation, hereby adopts the following Articles of Incorporation:

Article I

The name of the corporation is:

INDIA'S GIFTED INC.

Article II

The principal place of business address:

5541 BAYVIEW DRIVE
FORT LAUDERDALE, FL. US 33308

The mailing address of the corporation is:

5541 BAYVIEW DRIVE
FORT LAUDERDALE, FL. US 33308

Article III

The purpose for which this corporation is organized is:

ANY AND ALL LAWFUL BUSINESS.

Article IV

The number of shares the corporation is authorized to issue is:

100

Article V

The name and Florida street address of the registered agent is:

LOUIE A WILLIAMS
5541 BAYVIEW DRIVE
FORT LAUDERDALE, FL. 33308

I certify that I am familiar with and accept the responsibilities of registered agent.

P09000049057
FILED
June 05, 2009
Sec. Of State
bmcknight

Registered Agent Signature: LOUIE A. WILLIAMS

Article VI

The name and address of the incorporator is:

HELEN M. WILLIAMS
5541 BAYVIEW DRIVE

FORT LAUDERDALE, FL 33308

Incorporator Signature: HELEN M. WILLIAMS

Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: P
HELEN M WILLIAMS
5541 BAYVIEW DRIVE
FORT LAUDERDALE, FL. 33308 US

Title: S/T
LOUIE A WILLIAMS
5541 BAYVIEW DRIVE
FORT LAUDERDALE, FL. 33308 US

India's Gifted Inc.
2511 Stirling Road
Dania Beach, FL 33312
(954) 505-7722

December 5, 2013

To Whom It May Concern:

India's Gifted Inc. is in the business of Astrology and Fortune Telling.

Sincerely,

Helen Williams

Helen Williams
President

www.orsurety.com

Old Republic Surety Company
PO Box 1635
Milwaukee, WI 53201-1635

NEW BUSINESS – Principal's Copy
Execution Report

PRINCIPAL
India's Gifted, Inc
2511 Stirling Road

Dania Beach, FL 33312

OBLIGEE
City of Dania Beach
100 West Dania Beach Blvd.

Dania Beach, FL 33004

BOND NUMBER: W150177727 BOND AMOUNT: 1,000.00

BOND DESCRIPTION:

Spiritual Counseling & Meditation

EFFECTIVE DATE: 12/05/2013 EXPIRATION DATE: 12/05/2016

PREMIUM DUE:	250.00
FEES:	3.00
PAYMENT DUE SURETY:	253.00

FULL PREMIUM AND APPLICABLE FEES ARE DUE ON DIRECT BILL BONDS.

BILLING TYPE: B *(D-DIRECT BILL, B-AGENCY BILL)*

AGENCY 0923546
ROEBUCK ASSOC INSUR EXCH, LLC
5599 SOUTH UNIVERSITY DRIVE
SUITE #'S 301-302
DAVIE, FL 33328

REMARKS

None

THANK YOU FOR YOUR BUSINESS.

www.orsurety.com

Old Republic Surety Company
PO Box 1635
Milwaukee, WI 53201-1635

ENDORSEMENT
Execution Report
Change in Principal Name/Address

PRINCIPAL
India's Gifted, Inc
2511 Stirling Road

Dania Beach, FL 33312

OBLIGEE
City of Dania Beach
100 West Dania Beach Blvd.

Dania Beach, FL 33004

BOND NUMBER: W150177727 BOND AMOUNT: 1,000.00
BOND DESCRIPTION:
Astrology & Fortune Telling

POLICY EFFECTIVE DATE: 12/05/2013 EXPIRATION DATE: 12/05/2016
PROCESS DATE: 12/05/2013
ENDORSEMENT EFFECTIVE DATE: 12/05/2013

AGENCY 0923546
ROEBUCK ASSOC INSUR EXCH, LLC
5599 SOUTH UNIVERSITY DRIVE
SUITE #S 301-302
DAVIE, FL 33328

REMARKS
Revised description of license applied for.

SURETY RIDER
407-677-6080

(X) OLD REPUBLIC SURETY COMPANY
( ) OLD REPUBLIC INSURANCE COMPANY
( ) OLD REPUBLIC GENERAL INSURANCE CORPORATION
( ) BITUMINOUS CASUALTY CORPORATION

Agent: ROEBUCK ASSOC INSUR EXCH, LLC

Address: PO Box 1635
Milwaukee, WI 53201-1635
Phone: (262) 797-2640

Address: 5599 SOUTH UNIVERSITY DRIVE, SUITE #S 301
DAVIE, FL 33328
Phone: ( ) 954-618-1600

TO BE ATTACHED TO AND FORM PART OF
Astrology & Fortune Telling (Type of bond) Bond Number W150177727

IN FAVOR OF City of Dania Beach (Obligee)

ON BEHALF OF India's Gifted, Inc (Principal)

EFFECTIVE December 5, 2013 (Original effective date)

IT IS AGREED THAT, in consideration of the original premium charged for this bond, and any additional premium that may be properly chargeable as a result of this rider,

1. The Surety hereby gives its consent to and the intent of this rider is to:

( ) INCREASE
( ) DECREASE
( ) CHANGE THE EFFECTIVE DATE
( ) CHANGE THE NAME OF THE PRINCIPAL
( ) CHANGE THE ADDRESS OF THE PRINCIPAL
( ) CHANGE THE EXPIRATION DATE
( ) OTHER

(of) the attached bond FROM: Spiritual Counseling & Meditation

TO: Astrology & Fortune Telling

EFFECTIVE: December 5, 2013

2. PROVIDED, however, that this attached bond shall be subject to all its agreements, limitations, and considerations except as herein expressly modified, and that the liability of the Surety under the attached bond and under the attached bond as changed by this rider shall not be cumulative.

3. Signed and sealed this 5th day of December, 2013.

ACCEPTED BY:

Old Republic Surety Company
SURETY

(TITLE)

By: Phyllis M. Johnson, Asst Secretary
ATTORNEY-IN-FACT

SEAL

ORSC 22381-FL (01/99)

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Phyllis M. Johnson of Brookfield, WI

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding $10,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, *(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of instalment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds)*, as follows: Effective Date: 12/5/2013 12:00:00 AM

Bond Number: W150177727 Bond Amount: One Thousand Dollars $ 1,000.00

Principal Name: India's Gifted, Inc

Obligee Name: City of Dania Beach of Dania Beach, FL

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18,1982.

RESOLVED that the president, any vice president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 5th day of December, 2013.

OLD REPUBLIC SURETY COMPANY

Phyllis M. Johnson
Assistant Secretary

SEAL

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 5th day of December, 2013, personally came before me, Alan Pavlic and Phyllis M. Johnson, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

NOTARY PUBLIC

Kathryn R. Pearson
Notary Public

My Commission Expires: 09/28/2014

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

0923546

SEAL

Signed and sealed at the City of Brookfield, WI this 5th day of December, 2013.

Phyllis M. Johnson
Assistant Secretary

ORSC 22262 (3-06)

ROEBUCK ASSOC INSUR EXCH, LLC

Old Republic Surety Company

BOND NO. W150177727

LICENSE BOND

KNOW ALL MEN BY THESE PRESENTS, That we India's Gifted, Inc
2511 Stirling Road Dania Beach, FL 33312,

as Principal, and Old Republic Surety Company organized under the laws of the state of Wisconsin, as Surety, are held and firmly bound unto City of Dania Beach of Dania Beach, FL,

as Obligee in the sum of One Thousand Dollars ($1,000.00)

lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly, by these presents.

WHEREAS, the said Principal has applied to said Obligee for a license to or permit as a Spiritual Counseling & Meditation

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the said Principal shall indemnify said Obligee against all loss which the Obligee may be subject by reason of said Principal's non-compliance caused by said Principal's breach of any ordinance, rule or regulation relating thereto, then the above obligation shall be void, otherwise to be and remain in full force and effect.

This obligation may be canceled by said Surety by giving thirty (30) days notice in writing of its intention to do so to said Obligee; and provided further, that nothing herein shall affect any rights or liabilities which shall have accrued under this bond prior to the date of termination; and the said Surety shall be relieved of any further liability under this bond thirty (30) days after receipt of said notice by the said Obligee.

The term of this bond is for a period commencing 12/05/2013

and is continuous until cancelled.

Signed, sealed and dated the 5th day of December 2013

India's Gifted, Inc

By Hidan Williams Principal

Old Republic Surety Company

By Phyllis Mafshamer Asst Secretary
Attorney-in-fact

ORSC 22427 (11-93)

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Phyllis M. Johnson of Brookfield, WI

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding $10,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, *(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds)*, as follows: Effective Date: 12/5/2013 12:00:00 AM

Bond Number: W150177727 Bond Amount: One Thousand Dollars $ 1,000.00

Principal Name: India's Gifted, Inc

Obligee Name: City of Dania Beach of Dania Beach, FL

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18,1982.

RESOLVED that the president, any vice president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 5th day of December, 2013.

OLD REPUBLIC SURETY COMPANY

Phyllis M. Johnson
Assistant Secretary

SEAL

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 5th day of December, 2013, personally came before me, Alan Pavlic and Phyllis M. Johnson, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

NOTARY PUBLIC

Kathryn R. Pearson
Notary Public

My Commission Expires: 09/28/2014

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

0923546

SEAL

Signed and sealed at the City of Brookfield, WI this 5th day of December, 2013.

Phyllis M. Johnson
Assistant Secretary

ORSC 22287 (2-06)

ROEBUCK ASSOC INSUR EXCH, LLC

BILL OF SALE

Diane Thompson D/B/A (Doing Business As) Sophia's Psychic Shop (the "Seller"), of 2511 Stirling Road, Dania Beach, Florida 33312, does hereby sell, assign and transfer to India's Gifted, Inc. (the "Buyer"), of 2511 Stirling Road, Dania Beach, Florida 33312, the following business and business

PROPERTY: Fortune Teller, Psychic and Other Business Signs
AMOUNT: $500.00

BUSINESS GOODWILL
AMOUNT: $500.00

BUSINESS
AMOUNT: $1,500.00

for a TOTAL AMOUNT OF $2,500.00.

The Seller warrants that the business and property is being transferred to the Buyer free and clear of any liens and encumbrances.

The above business and property is sold on an "AS IS" basis. The Seller makes no warranties, express or implied (except as specifically stated in this document).

This transfer is effective as of 12/01/2013.

The business and property is now located at 2511 Stirling Road, Dania Beach, Florida 33312, and all of such property is in the possession of Sophia's Psychic Shop.

SELLER:

Diane Thompson — Date 11/27/13

BUYER:

India's Gifted Inc.

By: Helen Williams — Date 11-27-13
Helen Williams, President

Laurie Attar, Inc.
5151 Sarazen Drive
Hollywood, FL 33021
Cell: (954) 540-8882 Phone: (954) 989-5650 Fax: (954) 986-1747
E-Mail: LaurieAttar@yahoo.com

November 25, 2013

To Whom It May Concern:

I have known Helen Williams for over four (4) years. I am her accountant and handle her personal and business financial matters, and maintain her business records through bookkeeping services and prepare her personal and business income tax returns.

Ms. Williams is a responsible and courteous individual and business owner. She pays close attention to making certain that her records are in order and that tax returns are filed timely. Ms. Williams handles her business liabilities responsibly making sure all bills are paid on time. She maintains a clean working environment, and deals with people in a professional and pleasant manner.

I have enjoyed working with her and look forward to working with her for many years to come.

Sincerely,

Laurie Attar

Laurie Attar

COLDWELL BANKER

RESIDENTIAL REAL ESTATE

909 E. LAS OLAS BOULEVARD
FORT LAUDERDALE, FL 33301

November 7, 2013

RE: Helen Williams

To Whom It May Concern;

In regards to Helen Williams and anyone that was associated with her during the yearly Lease of my property, I can attest to her Integrity as a Tenant. Notably, the rent payments where NEVER late and always paid the day they were due. In addition to her timely payments, like no other Tenant I have had, she cared and upgraded the property as if it were her own.

I wish she would come back.

Sincerely,

Robert J Piccolo

2641 Bayview Drive

Fort Lauderdale, Fl 33306

954-328-0711

bbpiccolo@aol.com

www.bobbypiccolo.com

Jan Natas
616 S.W. 12th Avenue
Fort Lauderdale, FL 33312
954-319-6690

November 11, 2013

To whom it may concern:

I have known Helen Williams since July of 2013. She rents my house at 2511 Stirling Road in Dania Beach, Florida. She pays her rent and bills on time, and is a very nice lady.

Sincerely,

Jan Natas

Jan Natas

Chapter 12.5 - FORTUNETELLERS, PALMISTS, CLAIRVOYANTS AND ASTROLOGERS[1]

Sec. 12.5-1. - Business tax receipt required.

It shall be unlawful to engage in the business of fortunetelling, palmistry, clairvoyancy or astrology in the city unless such business is conducted by an individual who has applied for and obtained a business tax receipt from the city for such business.

(Ord. No. 20-90, § 1, 4-10-90)

Sec. 12.5-2. - Issuance and revocation of business tax receipt.

(a) The city commission of the City of Dania Beach, Florida, is hereby authorized to grant or renew a fortunetelling, palmistry, clairvoyancy or astrology business tax receipt for any period of time not exceeding one (1) year to any individual applying therefor on a form to be provided for in paragraph (b) of this section and the filing by the applicant of the bond required by section 12.5-5 of this chapter.

(b) The form on which application shall be made for a fortunetelling, palmistry, clairvoyancy or astrology business tax receipt shall require the following information:

(1) Name of applicant;

(2) Residence and business address of applicant;

(3) The length of time for which a fortunetelling, palmistry, clairvoyancy or astrology business tax receipt is desired;

(4) A statement as to whether or not the applicant holds, or has held a fortunetelling, palmistry, clairvoyancy or astrology license from any state, municipality, governing body or licensing authority; a list of such licenses and a statement of the time, place and by whom issued; a statement as to whether any state, municipality, governing body or licensing authority has ever refused to issue or to renew a fortunetelling, palmistry, clairvoyancy or astrology license to the applicant together with a full and accurate statement as to the reasons for any such refusal; and a statement as to whether any state, municipality, governing body or licensing authority has ever revoked a fortunetelling, palmistry, clairvoyancy or astrology license held by the applicant together with a full and accurate statement as to the reasons for any such revocation;

(5) A statement as to whether or not the applicant has ever been convicted of any crime, misdemeanor or violation of any municipal ordinance, and if so, the nature of the offense and the punishment or penalty assessed thereto;

(6) A photograph of the applicant, taken within sixty (60) days immediately prior to the date of the filing of the application, which picture shall be two (2) inches by two (2) inches

showing the head and shoulders of the applicant in a clear and distinguishing manner, except that the city commission may waive this requirement with respect to an application for renewal of a fortunetelling, palmistry, clairvoyancy or astrology business tax receipt by an individual holding an unexpired fortunetelling, palmistry, clairvoyancy or astrology business tax receipt issued under this chapter who has in a previous application under this chapter complied with this requirement;

(7) The fingerprints of the applicant and the names of at least two (2) reliable property owners of the County of Broward, State of Florida, who will certify as to the applicant's good moral character and business responsibility, except that the city commission may waive this requirement with respect to an application for renewal of a fortunetelling, palmistry, clairvoyancy or astrology business tax receipt by any individual holding an unexpired business tax receipt issued under this chapter who has in a previous application under this chapter complied with this requirement.

(c) Before issuing a fortunetelling, palmistry, clairvoyancy or astrology license to any individual applying therefor, the city commission shall refer the application to the Broward County Sheriff's Office who shall cause to be made such investigation of the applicant's moral character and business responsibility as he deems necessary for the protection of the public good, except that the city commission may waive this requirement with respect to an application for renewal of an existing business tax receipt by any individual holding an unexpired fortunetelling, palmistry, clairvoyancy or astrology business tax receipt issued under this chapter if an investigation of such applicant's moral character and business responsibility has previously been made under this section in connection with a prior application for such business tax receipt under this chapter. The sheriff or his deputy shall cause the investigation herein provided for to be made within a reasonable time and shall certify to the city commission whether or not the moral character and business responsibility of the applicant is satisfactory.

(d) A fortunetelling, palmistry, clairvoyancy or astrology business tax receipt may be revoked by the city commission or an application for issuance or renewal of such business tax receipt may be refused by the city commission, if they determine after notice and hearing that:

(1) The applicant or business tax receipt holder is not an individual of good moral character and business responsibility; or

(2) The application of the applicant or business tax receipt holder contains any false, fraudulent or misleading material statement;

(3) The applicant or business tax receipt holder has perpetrated a fraud upon any person whether or not such fraud was perpetrated in the conduct of the business in the city; or

(4) The applicant or business tax receipt holder has violated any of the statutes of the State of Florida relating to fortunetelling, palmistry, clairvoyancy or astrology; or

(5) The applicant has been convicted of any crime or misdemeanor involving moral

turpitude; or

(6) The applicant or business tax receipt holder has conducted his or her business in the city in an unlawful manner or in such a manner as to constitute a breach of the peace or a menace to the health, safety or general welfare of the public.

(e) Notice of the hearing provided for in paragraph (d) above shall be given in writing to the applicant or business tax receipt holder as the case may be. Such notice shall be mailed, postage prepaid to the applicant or business tax receipt holder as the case may be at his last known address at least five (5) days prior to the date set for hearing. The applicant or business tax receipt holder as the case may be shall have the right to be represented at such hearing by counsel.

(Ord. No. 20-90, § 2, 4-10-90; Ord. No. 2007-004, § 3, 3-27-07)

Sec. 12.5-3. - Judicial remedy by circuit court.

Any person aggrieved by any decision of the city commission may, within thirty (30) days from the date of rendition of such decision, apply to the circuit court for the Seventeenth Judicial Circuit in and for Broward County, Florida, for a review of such decision of the city commission, which said review shall be limited to a petition at common law for a writ of certiorari.

(Ord. No. 20-90, § 3, 4-10-90)

Sec. 12.5-4. - Business tax receipt fees.

The fees for a fortunetelling, palmistry, clairvoyancy or astrology business tax receipt shall be in the sum of one thousand dollars ($1,000.00) for each twelve-month period or fraction thereof.

(Ord. No. 20-90, § 4, 4-10-90; Ord. No. 2007-004, § 3, 3-27-07)

Sec. 12.5-5. - Bond.

Every applicant for a fortunetelling, palmistry, clairvoyancy or astrology license shall file with the clerk-auditor of the city a surety bond running to the City of Dania Beach, Florida, in the amount of one thousand dollars ($1,000.00) with surety acceptable to and approved by the city commission conditioned that the applicant, if issued a fortunetelling, palmistry, clairvoyancy or astrology license, will comply fully with all the provisions of the ordinances of the city, and the statutes of the State of Florida and will pay all damages which may be sustained by any person by reason of any fraud, deceit, negligence or other wrongful act on the part of the licensee, his agent or employees in the conduct of the licensee's business. A liability insurance policy issued by an insurance company authorized to do business in the State of Florida which conforms to the above requirements may be permitted by the city commission in its discretion in lieu of a bond.

(Ord. No. 20-90, § 5, 4-10-90)

Sec. 12.5-6. - Place of conducting activities.

No fortunetelling, palmistry, clairvoyancy or astrology activities shall be conducted within any of the residential areas of the city or other areas not zoned for such activity.

(Ord. No. 20-90, § 6, 4-10-90)

Sec. 12.5-7. - New applications and renewals.

The provisions of this chapter shall apply to all new applicants for business tax receipts for fortunetelling, palmistry, clairvoyancy or astrology activities and for all renewals of licenses issued for fortunetelling, palmistry, clairvoyancy or astrology activities that are in effect at the time of the effective date of this chapter.

(Ord. No. 20-90, § 7, 4-10-90; Ord. No. 2007-004, § 3, 3-27-07)

Sec. 12.5-8. - Penalties.

Any person violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined not exceeding five hundred dollars ($500.00) or by imprisonment in the county jail not exceeding ninety (90) days, or by both such fine and imprisonment. Each violation shall constitute a separate offense and shall be punishable as such hereunder.

(Ord. No. 20-90, § 8, 4-10-90)

ARTICLE IV. - AUCTIONS AND AUCTIONEERS
FOOTNOTE(S):

--- (**2**) ---

Editor's note—Ord. No. 27-88, §§ 1—10, adopted May 24, 1988, did not specifically amend the Code; therefore, inclusion as Art. IV, §§ 21-51—21-60, was at the discretion of the editor.

Cross reference— Business tax receipt fee schedule, § 15-12.

Sec. 21-51. - License required.

No personal property (goods, wares or merchandise) shall be sold at auction in the City of Dania Beach, Florida, except in compliance with the provisions of this article. It shall be unlawful to sell or cause or permit to be sold at auctions, any personal property (goods, wares or merchandise) in the City of Dania Beach, Florida, unless such sale is conducted by an individual who has applied for and obtained an auctioneer's business tax receipt from the City of Dania Beach.

(Ord. No. 27-88, § 1, 5-24-88; Ord. No. 2007-004, § 3, 3-27-07)

Sec. 21-52. - Issuance and revocation of license.

(a) The city commission of the City of Dania Beach, Florida, is hereby authorized to grant or renew an auctioneer's business tax receipt for any period of time not exceeding one (1) year to any individual applying therefor on a form to be provided for in section 21-54 of this article and the filing by the applicant of the bond required by the applicant of the bond required by section 21-55 of this article.

(b) The form on which application shall be made for an auctioneer's business tax receipt shall require the following information:

(1) Name of the applicant.

(2) Residence and business address of the applicant.

(3) The length of time for which an auctioneer's business tax receipt is desired.

(4) A statement as to whether or not the applicant holds, or has held an auctioneer's license from any state, municipality, governing body or licensing authority; a list of such licenses and a statement of the time, place and by whom issued; a statement as to whether any state, municipality, governing body or licensing authority has ever refused to issue or to renew an auctioneer's license to the applicant together with a full and accurate statement as to the reasons for any such refusal; and a statement as to whether any state, municipality, governing body or licensing authority has ever revoked an auctioneer's license held by the applicant together with a full and accurate statement as to the reasons for any such revocation.

(5) A statement as to whether or not the applicant has ever been convicted of any crime, misdemeanor or violation of any municipal ordinance, and if so, the nature of the offense and the punishment or penalty assessed thereto.

(6) A photograph of the applicant, taken within sixty (60) days immediately prior to the date of the filing of the application, which picture shall be two (2) inches by two (2) inches showing the head and shoulders of the applicant in a clear and distinguishing manner, except that the city

commission may waive this requirement with respect to an application for renewal of an auctioneer's business tax receipt by an individual holding an unexpired auctioneer's business tax receipt issued under this article and who has in a previous application under this article complied with this requirement;

(7) The fingerprints of the applicant and the names of at least two (2) reliable property owners of the County of Broward, State of Florida, who will certify as to the applicant's good moral character and business responsibility or in lieu of the names of references any other available evidence as to the good moral character and business responsibility, except that the city commission may waive this requirement with respect to an application for renewal of an auctioneer's business tax receipt by any individual holding an unexpired auctioneer's business tax receipt issued under this article who has in a previous application under this article complied with this requirement.

(c) Before issuing an auctioneer's business tax receipt to any individual applying therefor the city commission shall refer the application to the chief of police who shall cause to be made such investigation of the applicant's moral character and business responsibility as he deems necessary for the protection of the public good, except that the city commission may waive this requirement with respect to an application for renewal of an auctioneer's business tax receipt by any individual holding an unexpired auctioneer's business tax receipt issued under this article if an investigation of such applicant's moral character and business responsibility has previously been made under this section in connection with a prior application for an auctioneer's business tax receipt under this article. The chief of police shall cause the investigation herein provided for to be made within a reasonable time and shall certify to the city commission whether or not the moral character and business responsibility of the applicant is satisfactory.

(d) An auctioneer's business tax receipt may be revoked by the city commission or an application for issuance or renewal of such receipt may be refused by the city commission, if it is determined, after notice and hearing:

(1) That the applicant or business tax receipt holder is not an individual of good moral character and business responsibility; or

(2) That the application of the applicant or receipt holder contains any false, fraudulent or misleading material statement; or

(3) That the applicant or receipt holder has made any false, fraudulent or misleading material statement in the course of conducting an auction sale of, or in offering for sale at auction, any real or personal property (goods, wares or merchandise) in the City of Dania Beach, Florida; or

(4) That the applicant or receipt holder has perpetrated a fraud upon any person whether or not such fraud was perpetrated in the conduct of an auction in the City of Dania Beach, Florida; or

(5) That the applicant or receipt holder has violated any of the statutes of the State of Florida relating to auctions or auctioneers; or

(6) That the applicant has been convicted of any crime or misdemeanor involving moral turpitude; or

(7) That the applicant or receipt holder has conducted an auction sale of, or offered for sale at auction, any real or personal property (goods, wares or merchandise) in the City of Dania Beach, Florida, in an unlawful manner or in such a manner as to constitute a breach of the peace or a menace to the health, safety or general welfare of the public.

(e)

Notice of the hearing provided for in subparagraph (d) above shall be given in writing to the applicant or receipt holder as the case may be. Such notice shall be mailed, postage prepaid, to the applicant or receipt holder as the case may be at his last known address at least five (5) days prior to the date set for hearing. The applicant or receipt holder as the case may be shall have the right to be represented at such hearing by counsel.

(Ord. No. 27-88, § 2, 5-24-88; Ord. No. 2007-004, § 3, 3-27-07)

Sec. 21-53. - Judicial remedy by circuit court.

Any person aggrieved by any decision of the city commission may, within thirty (30) days from the date of rendition of such decision, apply to the Circuit Court for the Seventeenth Judicial Circuit in and for Broward County, Florida, for a review of such decision of the city commission, which said review shall be limited to a petition at common law for a writ of certiorari.

(Ord. No. 27-88, § 3, 5-24-88)

Sec. 21-54. - Business tax receipt fees.

The fees for an auctioneer's business tax receipt shall be as set forth in section 15-12 of the Code of Ordinances of the City of Dania Beach.

(Ord. No. 27-88, § 4, 5-24-88; Ord. No. 2007-004, § 3, 3-27-07)

Sec. 21-55. - Bond.

Every applicant for an auctioneer's business tax receipt shall file with the clerk-auditor of the City of Dania Beach, Florida, a surety bond running to the City of Dania Beach, Florida, in the amount of one thousand dollars ($1,000.00) with surety acceptable to and approved by the city commission conditioned that the said applicant, if issued an auctioneer's business tax receipt, will comply fully with all the provisions of the ordinances of the city and the statutes of the state regulating and concerning auctions and auctioneers, will render true and strict accounts of all his sales to any person or persons employing him to make the same, will not practice any fraud or deceit upon bidders or purchasers of property from him at any auction sale or suffer or permit any person in his employ to practice any such fraud or deceit, and will pay all damages which may be sustained by any person by reason of any fraud, deceit, negligence or other wrongful act on the part of the receipt holder, his agent or employees in the conduct of any auction or in the exercise of the calling of auctioneer. A liability insurance policy issued by an insurance company authorized to do business in the State of Florida which conforms to the above requirements may be permitted by the city commission in his discretion in lieu of a bond.

(Ord. No. 27-88, § 5, 5-24-88; Ord. No. 2007-004, § 3, 3-27-07)

Sec. 21-56. - Place of conducting auctions.

(a) No auction sale of personal property (goods, wares or merchandise) shall be conducted within any of the residential areas of the city except upon the issuance of a special permit therefor by the city commission and in accordance with the express terms of such special permit.

(b) Application for a special permit to conduct an auction sale of personal property (goods, wares or merchandise) within the areas of the city described in subsection (a) above shall be made to the city commission on a form to be provided by the city upon which shall be stated the nature and quantity of the goods to be sold and the number of days during which it is desired to conduct such

auction sale. The city commission shall issue such special permit upon the payment of a fee of fifteen dollars ($15.00) which fee shall be in addition to and not in lieu of the fees and bond provided for in sections 21-54 and 21-55 respectively, of this article, upon its determination that there is good and sufficient reason for the issuance of such special permit. Such special permit shall specify the place or places within the areas described in subsection (a) above to which it pertains and the number of days for which such special permit is valid.

(c) The city commission may refuse to issue or renew such special permit or may revoke any special permit already issued, if it determines that there is good and sufficient reason for such refusal or revocation. Any individual aggrieved by the action of the city commission in refusing to issue or renew or in revoking any such special permit shall have the right to appeal as provided in section 21-53 of this article. In the event that such an appeal be taken, it shall be unlawful for any individual to conduct any sale at auction in accordance with the terms of such special permit.

(d) No such special permit shall be issued to any individual except one to whom an auctioneer's business tax receipt has been issued under section 21-52 of this article.

(Ord. No. 27-88, § 6, 5-24-88; Ord. No. 2007-004, § 3, 3-27-07)

Sec. 21-57. - Auctions prohibited on streets, sidewalks and public property.

It shall be unlawful to conduct an auction sale of personal property (goods, wares or merchandise) on any of the streets, sidewalks, or public property of the City of Dania, Florida.

(Ord. No. 27-88, § 7, 5-24-88)

Sec. 21-58. - Night auctions of jewelry and certain other articles prohibited.

It shall be unlawful to offer for sale at auction or sell at auction, any gold, silver, plated ware, clocks, watches, diamonds or other precious or semiprecious stones or any imitation thereof, glassware, chinaware or jewelry or any article purporting to be or represented as any of the above-listed articles between the hours of 6:00 p.m. and 8:00 a.m.

(Ord. No. 27-88, § 8, 5-24-88)

Sec. 21-59. - Article not applicable to judicial sales.

The provisions of this article shall not be applicable to auction sales conducted by trustees or referees in bankruptcy, executors, administrators, receivers or other public officers acting under judicial process, nor to the sale of real property at auction.

(Ord. No. 27-88, § 9, 5-24-88)

Sec. 21-60. - Penalties.

Any person violating any of the provisions of this article shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined not exceeding five hundred dollars ($500.00) or by imprisonment in the county jail not exceeding ninety (90) days, or by both such fine and imprisonment. Each such violation shall constitute a separate offense and shall be punishable as such hereunder.

(Ord. No. 27-88, § 10, 5-24-88)

Chapter 12.5 - FORTUNETELLERS, PALMISTS, CLAIRVOYANTS AND ASTROLOGERS
FOOTNOTE(S):

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Editor's note—Ord. No. 20-90, §§ 1—8, adopted April 10, 1990, did not specifically amend the Code; hence inclusion herein as Ch. 12.5, §§ 12.5-1—12.5-8, was at the discretion of the editor. Sections 9—12, providing for separability, codification, repeal of conflicting provisions and an effective date, have been omitted from codification.

Cross reference— Business tax, Ch. 15; fortunetelling for illegal purposes, § 17-7.

Sec. 12.5-1. - Business tax receipt required.

It shall be unlawful to engage in the business of fortunetelling, palmistry, clairvoyancy or astrology in the city unless such business is conducted by an individual who has applied for and obtained a business tax receipt from the city for such business.

(Ord. No. 20-90, § 1, 4-10-90)

Sec. 12.5-2. - Issuance and revocation of business tax receipt.

(a) The city commission of the City of Dania Beach, Florida, is hereby authorized to grant or renew a fortunetelling, palmistry, clairvoyancy or astrology business tax receipt for any period of time not exceeding one (1) year to any individual applying therefor on a form to be provided for in paragraph (b) of this section and the filing by the applicant of the bond required by section 12.5-5 of this chapter.

(b) The form on which application shall be made for a fortunetelling, palmistry, clairvoyancy or astrology business tax receipt shall require the following information:

(1) Name of applicant;

(2) Residence and business address of applicant;

(3) The length of time for which a fortunetelling, palmistry, clairvoyancy or astrology business tax receipt is desired;

(4) A statement as to whether or not the applicant holds, or has held a fortunetelling, palmistry, clairvoyancy or astrology license from any state, municipality, governing body or licensing authority; a list of such licenses and a statement of the time, place and by whom issued; a statement as to whether any state, municipality, governing body or licensing authority has ever refused to issue or to renew a fortunetelling, palmistry, clairvoyancy or astrology license to the applicant together with a full and accurate statement as to the reasons for any such refusal; and a statement as to whether any state, municipality, governing body or licensing authority has ever revoked a fortunetelling, palmistry, clairvoyancy or astrology license held by the applicant together with a full and accurate statement as to the reasons for any such revocation;

(5) A statement as to whether or not the applicant has ever been convicted of any crime, misdemeanor or violation of any municipal ordinance, and if so, the nature of the offense and the punishment or penalty assessed thereto;

(6) A photograph of the applicant, taken within sixty (60) days immediately prior to the date of the filing of the application, which picture shall be two (2) inches by two (2) inches showing the head and shoulders of the applicant in a clear and distinguishing manner, except that the city commission may waive this requirement with respect to an application for renewal of a fortunetelling, palmistry, clairvoyancy or astrology business tax receipt by an individual holding an unexpired fortunetelling, palmistry, clairvoyancy or astrology business tax receipt issued under this chapter who has in a previous application under this chapter complied with this requirement;

(7) The fingerprints of the applicant and the names of at least two (2) reliable property owners of the County of Broward, State of Florida, who will certify as to the applicant's good moral character and business responsibility, except that the city commission may waive this requirement with respect to an application for renewal of a fortunetelling, palmistry, clairvoyancy or astrology business tax receipt by any individual holding an unexpired business tax receipt issued under this chapter who has in a previous application under this chapter complied with this requirement.

(c) Before issuing a fortunetelling, palmistry, clairvoyancy or astrology license to any individual applying therefor, the city commission shall refer the application to the Broward County Sheriff's Office who shall cause to be made such investigation of the applicant's moral character and business responsibility as he deems necessary for the protection of the public good, except that the city commission may waive this requirement with respect to an application for renewal of an existing business tax receipt by any individual holding an unexpired fortunetelling, palmistry, clairvoyancy or astrology business tax receipt issued under this chapter if an investigation of such applicant's moral character and business responsibility has previously been made under this section in connection with a prior application for such business tax receipt under this chapter. The sheriff or his deputy shall cause the investigation herein provided for to be made within a reasonable time and shall certify to the city commission whether or not the moral character and business responsibility of the applicant is satisfactory.

(d) A fortunetelling, palmistry, clairvoyancy or astrology business tax receipt may be revoked by the city commission or an application for issuance or renewal of such business tax receipt may be refused by the city commission, if they determine after notice and hearing that:

(1) The applicant or business tax receipt holder is not an individual of good moral character and business responsibility; or

(2) The application of the applicant or business tax receipt holder contains any false, fraudulent or misleading material statement;

(3) The applicant or business tax receipt holder has perpetrated a fraud upon any person whether or not such fraud was perpetrated in the conduct of the business in the city; or

(4) The applicant or business tax receipt holder has violated any of the statutes of the State of Florida relating to fortunetelling, palmistry, clairvoyancy or astrology; or

(5) The applicant has been convicted of any crime or misdemeanor involving moral turpitude; or

(6) The applicant or business tax receipt holder has conducted his or her business in the city in an unlawful manner or in such a manner as to constitute a breach of the peace or a menace to the health, safety or general welfare of the public.

(e)

Notice of the hearing provided for in paragraph (d) above shall be given in writing to the applicant or business tax receipt holder as the case may be. Such notice shall be mailed, postage prepaid to the applicant or business tax receipt holder as the case may be at his last known address at least five (5) days prior to the date set for hearing. The applicant or business tax receipt holder as the case may be shall have the right to be represented at such hearing by counsel.

(Ord. No. 20-90, § 2, 4-10-90; Ord. No. 2007-004, § 3, 3-27-07)

Sec. 12.5-3. - Judicial remedy by circuit court.

Any person aggrieved by any decision of the city commission may, within thirty (30) days from the date of rendition of such decision, apply to the circuit court for the Seventeenth Judicial Circuit in and for Broward County, Florida, for a review of such decision of the city commission, which said review shall be limited to a petition at common law for a writ of certiorari.

(Ord. No. 20-90, § 3, 4-10-90)

Sec. 12.5-4. - Business tax receipt fees.

The fees for a fortunetelling, palmistry, clairvoyancy or astrology business tax receipt shall be in the sum of one thousand dollars ($1,000.00) for each twelve-month period or fraction thereof.

(Ord. No. 20-90, § 4, 4-10-90; Ord. No. 2007-004, § 3, 3-27-07)

Sec. 12.5-5. - Bond.

Every applicant for a fortunetelling, palmistry, clairvoyancy or astrology license shall file with the clerk-auditor of the city a surety bond running to the City of Dania Beach, Florida, in the amount of one thousand dollars ($1,000.00) with surety acceptable to and approved by the city commission conditioned that the applicant, if issued a fortunetelling, palmistry, clairvoyancy or astrology license, will comply fully with all the provisions of the ordinances of the city, and the statutes of the State of Florida and will pay all damages which may be sustained by any person by reason of any fraud, deceit, negligence or other wrongful act on the part of the licensee, his agent or employees in the conduct of the licensee's business. A liability insurance policy issued by an insurance company authorized to do business in the State of Florida which conforms to the above requirements may be permitted by the city commission in its discretion in lieu of a bond.

(Ord. No. 20-90, § 5, 4-10-90)

Sec. 12.5-6. - Place of conducting activities.

No fortunetelling, palmistry, clairvoyancy or astrology activities shall be conducted within any of the residential areas of the city or other areas not zoned for such activity.

(Ord. No. 20-90, § 6, 4-10-90)

Sec. 12.5-7. - New applications and renewals.

The provisions of this chapter shall apply to all new applicants for business tax receipts for fortunetelling, palmistry, clairvoyancy or astrology activities and for all renewals of licenses issued for fortunetelling, palmistry, clairvoyancy or astrology activities that are in effect at the time of the effective date of this chapter.

(Ord. No. 20-90, § 7, 4-10-90; Ord. No. 2007-004, § 3, 3-27-07)

Sec. 12.5-8. - Penalties.

Any person violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined not exceeding five hundred dollars ($500.00) or by imprisonment in the county jail not exceeding ninety (90) days, or by both such fine and imprisonment. Each violation shall constitute a separate offense and shall be punishable as such hereunder.

(Ord. No. 20-90, § 8, 4-10-90)

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 OPTIONAL RENEWAL OF THE EXISTING AGREEMENT WITH C.A.P. GOVERNMENT INC. FOR PLAN REVIEW, INSPECTIONS AND CLERICAL BUILDING CODE SERVICES, VALID THROUGH MAY 15, 2021, UTILIZING THE CITY OF FORT LAUDERDALE RFP 575-11849, THAT WILL EXCEED AN ANNUAL VENDOR TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS ($25,000.00), EACH FISCAL YEAR THE CONTRACT IS IN PLACE; AUTHORIZING SUCH PURCHASE MADE FROM THE BUILDING FUND APPROVED ANNUAL BUDGET APPROPRIATION

Purchasing Requests ONLY		
Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached
Signed CAP memo, R-2019-061 C.A.P. Government Inc. Renewal of Agreement for Plan Review, Inspections and Clerical Services, CAP Government Inc. Amendment to Agreement for Supplemental Plan Review, Inspection and Admin Services Exhibit A, R-2019- C.A.P. Government Inc. Renewal of Agreement for Plan Review, Inspections and Clerical Services Exhibit B

CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
MEMORADUM

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

DATE: June 25, 2019

TO: Honorable Mayor and Commissioners

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

VIA: Marc C. LaFerrier, AICP, Director

RE: **Approval to renew agreement with C.A.P. Government Inc. for Building Code Services with a budget transfer.**

The Request

Approval of an optional renewal of the existing agreement with C.A.P. Government Inc. (CAP) for plan review, inspections, clerical and other related services that includes a budget transfer for associated costs this fiscal year.

Background

At the last City Commission meeting this request was not approved and staff was directed to prepare a Request for Proposals (RFP) for Building Code and related services. Also requested was a month to month continuation of CAP services until the RFP process has been concluded. However, upon further review by the City Attorney the current contract has no provisions for month to month services, and therefore it is recommended to renew the current agreement as previously requested and exercise the termination for convenience clause that allows the City to terminate the agreement with thirty days written notice, if and when a new agreement is awarded as a result of the RFP process. In the interim, staff will move forward with pursuing the RFP process for Building Code and related services.

Budgetary Impact

A budget transfer in the amount of $600,000.00 split from the Building Fund's Reserve and Contingency accounts, into the Building Fund, Professional Services, Account No. 107-15-02-524-31-10. The renewal of this agreement will secure the current rate of services provided by CAP with no additional rate increase.

Recommendation

Approve renewal agreement with C.A.P. Government Inc. to continue to provide building code services while proceeding with the RFP process.

RESOLUTION NO. 2019-061

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN OPTIONAL RENEWAL OF THE EXISTING AGREEMENT WITH C.A.P. GOVERNMENT INC. FOR PLAN REVIEW, INSPECTIONS AND CLERICAL BUILDING CODE SERVICES, VALID THROUGH MAY 15, 2021, UTILIZING THE CITY OF FORT LAUDERDALE RFP 575-11849, THAT WILL EXCEED AN ANNUAL VENDOR TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS ($25,000.00), EACH FISCAL YEAR THE CONTRACT IS IN PLACE; AUTHORIZING SUCH PURCHASE MADE FROM THE BUILDING FUND APPROVED ANNUAL BUDGET APPROPRIATION; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Charter of the City of Dania Beach, Part III, Article 3, Section 4, Subsection (j), authorizes the City Manager to purchase supplies, services, equipment and materials for the City government in amounts in excess of the established monetary threshold without competitive bidding and without advertisement for bids if she is authorized to do so in advance by a resolution adopted by the City Commission and if 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 currently utilizes the City of Fort Lauderdale's contract (RFP No. 575-11849) with C.A.P. Government, Inc. ("CAP") for plan review, inspection and clerical building code services dated May 16, 2017, which provides for a two (2) year renewal option, subject to approval of both the City and CAP; and

WHEREAS, the City of Fort Lauderdale has renewed the existing Agreement through May 15, 2021, a copy of which is attached as Exhibit "A" and is incorporated into this Resolution by this reference; and

WHEREAS, CAP desires to and is willing to continue the Agreement for the optional two (2) year renewal with no increase in cost; and

WHEREAS, the City Administration recommends the existing agreement with C.A.P. Government, Inc. be extended to provide plan review, inspections and clerical building code services; and

WHEREAS, CAP expenditures are anticipated to exceed One Million Dollars ($1,000,000.00) and the City Code of Ordinances requires that the City Commission approve by Ordinance any expenditure of City funds that exceed One Million Dollars ($1,000,000.00); an Ordinance will be presented by the Community Development Department at a future City Commission Meeting prior to exceeding this threshold;

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

Section 1. That the foregoing "Whereas" clauses are ratified and confirmed to be true and correct and they are made a part of and are incorporated into this Resolution by this reference.

Section 2. That the proper City officials are authorized to execute the optional renewal of an existing Agreement with C.A.P. Government Inc., for building code services, a copy of which is attached as Exhibit "B" and is incorporated into this Resolution by this reference.

Section 3. That funding and appropriations are planned for each year and are available in the City's Building Fund, Professional Services General Account, Account No. 107-15-02-524-31-10 and will exceed the annual fiscal year vendor threshold of Twenty Five Thousand Dollars ($25,000.00) each year the contract is in place.

Section 4. That the additional funding will be appropriated via a budget transfer in the amount of six hundred thousand dollars ($600,000.00) to cover costs associated with services provided by C.A.P. Government Inc. for the remainder of the fiscal year 2019. A budget transfer in the amount of sixty four thousand dollars ($64,000.00) from the Building Fund, Contingency account number 107-15-02-524-99-10 and a budget transfer in the amount of five hundred forty-six thousand dollars ($546,000.00) from the Building Fund, Reserve account number 107-15-02-524-99-70 to the Building Fund Professional Services Account 107-15-02-524-31-10.

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

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

PASSED AND ADOPTED on June 25, 2019.

ATTEST:

THOMAS SCHNEIDER, CMC CITY CLERK	LORI LEWELLEN MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

City of Fort Lauderdale • Procurement Services Division
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301
954-828-5933 Fax 954-828-5576
www.fortlauderdale.gov

February 1, 2019

CAP Government Inc.
Attn: Carlos A. Penin
100 SE 12 Street
Fort Lauderdale, FL 33316

SUBJECT: **Renewal of Term Contract for Solicitation Inspection and Plan Review Services, RFP 575-11849-1, Amendment 1**

Dear Carlos Penin:

The subject Contract will expire on May 15, 2019.

In accordance with the terms and conditions of the subject Contract, the Contract may, by mutual consent of the parties, be renewed for an additional twenty-four (24) month period. The City would like to exercise the right to renew this Contract for two (2) additional years effective May 16, 2019, at the existing pricing, terms and conditions.

Please indicate your approval of this offer by having an officer of your firm execute the acceptance portion below and return this letter by email to Teresa Wright at twright@fortlauderdale.gov by February 9, 2019.

Upon execution below by your firm's authorized representative, this Amendment will be your official notice that the Contract has been extended for two (2) years and no additional documentation will be required. Please be sure any required Insurance Certificates are up to date and attached to your response.

Thank you for your immediate attention to this matter.

Sincerely,

Jodi S. Hart, CPPO, CPPB, MBA
Chief Procurement Officer

ACCEPTANCE

By _____
Official Signature

Carlos A. Penin — President
Name — Title

February 2, 2019
Date

AGREEMENT FOR
INSPECTION AND PLAN REVIEW SERVICES

THIS AGREEMENT, made this 16th day of May 2017, is by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301, and **C.A.P. Government, Inc., a Florida corporation**, ("Contractor") whose address is **100 S.E. 12th Street, Fort Lauderdale, Florida 33316, Phone: 954-888-9882, Email: cap@capfla.com.**

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

WITNESSETH:

I. DOCUMENTS

The following documents (collectively "Contract Documents") are hereby incorporated into and made part of this Agreement (Form P-0001):

(1) **Request for Proposals No. 575-11849, Inspection and Plan Review Services,** including any and all addenda, prepared by the City of Fort Lauderdale, ("**RFP**" or "Exhibit A").

(2) The Contractor's response to the **RFP**, dated **February 7, 2017**, ("Exhibit B").

All Contract Documents may also be collectively referred to as the "Documents." In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

A. First, specific direction from the City Manager (or designee)
B. Second, this Agreement (Form P-0001) dated May 16, 2017, and any attachments.
C. Third, Exhibit A
D. Fourth, Exhibit B

II. SCOPE

The Contractor shall perform the work under the general direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all work identified in this Agreement. The parties agree that the scope of services is a description of Contractor's obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

By signing this Agreement, the Contractor represents that it thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the work and the conditions under which the Work is to be performed.

III. TERM OF AGREEMENT

The initial contract period shall commence on **June 17, 2017 and shall end on June 16, 2019. The City reserves the right to extend the contract for one additional two-year term,** providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30th, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds.

IV. COMPENSATION

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit B. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

V. METHOD OF BILLING AND PAYMENT

Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

City shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

VI. GENERAL CONDITIONS

A. Indemnification

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Intellectual Property

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

C. Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

D. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

E. Cancellation for Unappropriated Funds

The City reserves the right, in its best interest as determined by the City, to cancel this contract for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

F. Insurance

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Fort Lauderdale, a Florida municipality, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A-"rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Chapter 440, Florida Statutes
Employers' Liability - $500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the

City's Risk Manager, if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at www.fldfs.com.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage $1,000,000.

This coverage must include, but not limited to:

a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
b. Coverage for Premises/Operations
c. Products/Completed Operations
d. Broad Form Contractual Liability
e. Independent Contractors

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	$250,000 each person, $500,000 each occurrence
Property damage	$100,000 each occurrence

Professional Liability (Errors and Ommissions)
Consultants
Limits: $2,000,000 per occurrence

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Division
100 North Andrews Avenue, Room 619
Fort Lauderdale, FL 33301

G. Environmental, Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

H. Standard of Care

Contractor represents that he/she/it is qualified to perform the work, that Contractor and his/her/its subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

I. Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

J. Audit Right and Retention of Records

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

K. Public Entity Crime Act

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement, and may result in debarment from City's competitive procurement activities.

L. Independent Contractor

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

M. Inspection and Non-Waiver

Contractor shall permit the representatives of CITY to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

N. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor 's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor 's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

O. <u>Conflicts</u>

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

P. Schedule and Delays

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified as the City directs.

Q. Materiality and Waiver of Breach

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

R. Compliance With Laws

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

S. Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

T. Limitation of Liability

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of $1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of $1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of $1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes.

U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division.

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada of a judgment entered by a court in the United States of America.

V. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Mayor-Commissioner and/or City Manager, as determined by City Charter and Ordinances, and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

W. Prior Agreements

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

X. Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

Y. Representation of Authority

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

Z. Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion,

strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

AA. Scrutinized Companies

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed, Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2016), that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2016), as may be amended or revised. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2016), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2016), or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2016), as may be amended or revised.

BB. Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO

THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA, 33301, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV.

Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2016), as may be amended or revised, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.

4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

ATTEST:

Jeffrey A. Modarelli, City Clerk

CITY OF FORT LAUDERDALE

By:
Lee R. Feldman, City Manager

Approved as to form:
Cynthia A. Everett, City Attorney

Assistant City Attorney

WITNESSES:

By:
Name & Title: JOSE E. MIRANDA
COMPLIANCE MANAGER

By: Monica de Castro
Name & Title: Monica De Castro
Business Dev. Coordinator

(CORPORATE SEAL)

C.A.P. GOVERNMENT, INC.

By:
Carlos A. Penin, President

STATE OF Florida :
COUNTY OF Miami-Dade :

The foregoing instrument was acknowledged before me this 15th day of May, 2017, by **Carlos A. Penin as President** for **C.A.P. Government, Inc., a Florida corporation.**

(SEAL)

MONICA M DE CASTRO
MY COMMISSION #FF144489
EXPIRES July 23, 2018
(407) 398-0153 FloridaNotaryService.com

Monica de Castro
(Signature of Notary Public)
Notary Public, State of Florida

Monica De Castro
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ✓ OR Produced Identification
Type of Identification Produced _____

City of Fort Lauderdale • Procurement Services Division
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301
954-828-5933 Fax 954-828-5576
www.fortlauderdale.gov/purchasing

March 21, 2017

C.A.P. Government, Inc.
Attn: Carlos Penin
100 S.E. 12th Street
Fort Lauderdale, FL 33316
Phone: 954-888-9882
Email: cap@capfla.com

REF: RFP No. 575-11849, Inspection and Plan Review Services

Dear Proposer:

The City of Fort Lauderdale, Procurement Services Division, is continuing to evaluate the responses received for RFP No. 575-11849, Inspection and Plan Review Services.

In accordance with Fort Lauderdale City Code Sec. 2-194 (g), ,

"Negotiation with responsible offerors and revisions to proposals. Negotiations may be conducted with at least the three (3) best qualified responsible offerors who submit proposals who are determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. If less than three (3) reasonably susceptible offers are received, then negotiations may be conducted with all best qualified offerors. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion, negotiation, and revision of proposals and such revisions may be permitted through negotiations after submissions and prior to award for the purpose of obtaining best and final offers".

The City is requesting that your firm submit a "Best and Final Offer" in accordance with the revised Cost Proposal Pages which includes additional positions.

Attached you will find the form to be completed and returned to the City of Fort Lauderdale. Please respond by end of business on Tuesday, March 28, 2017.

Sincerely,

AnnDebra Diaz, CPPB
Senior Procurement Specialist

Attachments

Approved by: Jennifer Alvarez, Manager of Procurement and Contracts
Uncontrolled in hard copy unless otherwise marked

WE BUILD COMMUNITY

Electrical	Regular Hourly Rate.....$ 85.00 per hour Overtime Hourly Rate...$110.50 per hour
Mechanical	Regular Hourly Rate.....$ 85.00 per hour Overtime Hourly Rate...$110.50 per hour
Plumbing	Regular Hourly Rate.....$ 85.00 per hour Overtime Hourly Rate....$110.50 per hour
Engineering	Regular Hourly Rate.....$ 85.00 per hour Overtime Hourly Rate....$110.50 per hour
Landscaping	Regular Hourly Rate.....$ 75.00 per hour Overtime Hourly Rate....$ 97.50 per hour
Flood Plain	Regular Hourly Rate.....$ 85.00 per hour Overtime Hourly Rate....$110.50 per hour

Chiefs:

Structural	Regular Hourly Rate.....$ 85.00 per hour Overtime Hourly Rate....$110.50 per hour
Mechanical	Regular Hourly Rate.....$ 85.00 per hour Overtime Hourly Rate....$110.50 per hour
Electrical	Regular Hourly Rate.....$ 85.00 per hour Overtime Hourly Rate....$110.50 per hour
Plumbing	Regular Hourly Rate.....$ 85.00 per hour Overtime Hourly Rate....$110.50 per hour
Flood Plain	Regular Hourly Rate.....$ 85.00 per hour Overtime Hourly Rate....$ 110.50 per hour

Building Officials:

Asst. Building Official	Regular Hourly Rate.....$ 100.00 per hour Overtime Hourly Rate....$130.00 per hour
Building Official	Regular Hourly Rate.....$ 100.00 per hour Overtime Hourly Rate....$ 130.00 per hour

Approved by: Jennifer Alvarez, Manager of Procurement and Contracts
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WE BUILD COMMUNITY

Chief - Plumbing	400 Regular Hours Per Year x $85.00 per hour =$	34,000.00
Chief – Flood Plain	400 Regular Hours Per Year x $85.00 per hour =$	34,000.00
Subtotal Chiefs		**$170,000.00**

Building Officials:

Asst. Building Official	240 Regular Hours Per Year x $100.00 per hour =$	24,000.00
Building Official	240 Regular Hours Per Year x $100.00 per hour=$	24,000.00
Subtotal Building Officials		**$ 48,000.00**

Emergency/Natural Disaster Inspections

Structural	1,500 Regular Hours per event x $ 97.50 per hour = $	146,250.00
Electrical	1,500 Regular Hours per event x $ 97.50 per hour = $	146,250.00
Mechanical	1,500 Regular Hours per event x $ 97.50 per hour = $	146,250.00
Plumbing	1,500 Regular Hours per event x $ 97.50 per hour = $	146,250.00
Flood Plain	1,500 Regular Hours per event x $ 97.50 per hour = $	146,250.00
Subtotal Emergency/Natural Disaster Inspections		**$ 731,250.00**

Total Inspectors + Plan Examiners + Building Officials + Disaster hours **$3,004,250.00**

Submitted by:

Carlos A. Penin, PE
Name (printed)

Signature

President
Title

Company: (Legal Registration) C.A.P. Government, Inc.

Date: 03.21.17

Approved by: Jennifer Alvarez, Manager of Procurement and Contracts
Uncontrolled in hard copy unless otherwise marked

WE BUILD COMMUNITY

AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA AND C.A.P. GOVERNMENT, INC., A FLORIDA CORPORATION FOR SUPPLEMENTAL PLAN REVIEW, INSPECTION AND ADMINISTRATIVE SERVICES UNDER THE CITY OF FORT LAUDERDALE INVITATION TO BID ("ITB") NUMBER 575-11849

This is an Amendment ("Amendment") dated _____, 2019, between the City of Dania Beach, Florida, a Florida municipal corporation ("City"), with its principal place of business located at 100 West Dania Beach Boulevard, Dania Beach, Florida 33004 and C.A.P. Government Services, Inc., a Florida corporation ("Contractor"), with an address of 3265 Meridian Parkway, Suite 100, Weston, Florida 33331.

In consideration of the mutual covenants, terms and conditions contained in this Amendment, and other good and valuable consideration, the adequacy and receipt of which are acknowledged and agreed upon, the parties agree to the following:

1. The Agreement between the Contractor and the City of Fort Lauderdale was amended on February 1, 2019 to extend the term of the Fort Lauderdale Agreement to May 15, 2021. The Amendment and that Agreement are attached as composite Exhibit "A", and made a part of and are incorporated into this Agreement by this reference; they shall be considered a part of this Amendment between the City and the Contractor. This Amendment renews and extends the original Agreement between the City and Contractor to May 15, 2021.

2. That in all other respects, the terms of Exhibit "A" apply to this Amendment.

IN WITNESS OF THE FOREGOING, the parties have signed this Amendment, effective on the date first written above.

CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation

_____	_____
THOMAS SCHNEIDER, CMC CITY CLERK	LORI LEWELLEN, MAYOR

APPROVED AS TO FORM AND CORRECTNESS

_____	_____
THOMAS J. ANSBRO, CITY ATTORNEY	ANA M. GARCIA, ICMA-CM CITY MANAGER

WITNESSES:

CONTRACTOR:
C.A.P. GOVERNMENT, INC. a Florida corporation

_____
Signature

_____
PRINT Name

_____
Signature

_____

PRINT Name

_____
Signature

_____
Title

DATED: _____

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me on _____, 2019, 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

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)
ADOPT RESOLUTION ADOPTING THE COMPENSATION AND CLASSIFICATION STUDY FROM EVERGREEN SOLUTIONS, LLC FOR THE IMPLEMENTATION OF A NEW OPEN-RANGE PAY PLAN THAT ALIGNS WITH THE CITY'S COMPENSATION PHILOSOPHY TO RETAIN AND RECRUIT EXPERIENCED AND QUALIFIED EMPLOYEES

Purchasing Requests ONLY		
Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached
Memo - Comp and Class Study, R-2019- Adoption of Compensation and Classification Study, Classification and Compensation Study Final Report

CITY OF DANIA BEACH
HUMAN RESOURCES DEPARTMENT

MEMORANDUM

DATE: June 14, 2019

TO: Honorable Mayor and Commissioners

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

VIA: Paula Morrell, MHRM, HR/Risk Management Director

RE: Compensation and Classification Study

The Request

For the City Commission to adopt and implement a new competitive open-range pay plan that is aligned with the City's compensation philosophy that reflects the desired market positons and best practices. All positions classifications will be placed into the plan based on external and internal equity, by transitioning employees' salaries into the new pay plan structure via the compensation and classification study conducted by Evergreen Solutions, LLC. The adoption of the Compensation and Classification plan will be effective Oct. 1, 2019, which will include revised pay plans, title changes, compensation, and job descriptions. Adoption of the Compensation & Classification plan will allow us to retain and recruit the best employees for the City of Dania Beach.

Background

The City Commission requested a compensation and classification study be conducted to compare Dania Beach salaries to other South Florida competing cities. The salary market data study through Evergreen Solutions, LLC reflected that the City of Dania Beach is 2.6% behind its peers at the minimum salary range; 3.3% behind at the midpoint salary range; and 3.8% at the maximum salary range. To bring our employee population to market, and remain competitive in recruiting and employee retention, an estimated 78 employees will receive pay adjustments under the new pay plan (58 union and 20 non-union) effective October 1, 2019. On April 19, 2019, the City held a budget workshop to present the Compensation and Classification study proposed by Evergreen Solutions, LLC. , The consensus of the City Commission to adopt the 'move to midpoint (market) – 3 tier (class date) – option II'.

Budgetary Impact

The implementation of the new plan will require necessary pay adjustments for existing positions to align with the new proposed pay plan and bring the positions to market. The estimated budgetary cost associated with bringing the 78 employees to market, on October 1, 2019, is approximately $205,000.00 for FY 2019-2020 including benefits. Funding is planned and will be appropriated in the necessary salary and benefits expenditure accounts in the FY 2019-2020 budget.

Recommendation

It is recommended the City Commission adopt the Evergreen Solution, LLC' Compensation and Classification Study presented at Budget Workshop on April 19, 2019 and attached as Exhibit "A". The Commission should note that no wage adjustments can be applied to employees in the AFSCME bargaining unit until the City and Union either reach an agreement on those increases through collective bargaining or the Union signs a waiver of bargaining to allow its members to receive the increases.

RESOLUTION NO. 2019-062

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, ADOPTING THE COMPENSATION AND CLASSIFICATION STUDY FROM EVERGREEN SOLUTIONS, LLC FOR THE IMPLEMENTATION OF A NEW OPEN-RANGE PAY PLAN THAT ALIGNS WITH THE CITY'S COMPENSATION PHILOSOPHY TO RETAIN AND RECRUIT EXPERIENCED AND QUALIFIED EMPLOYEES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission desires to retain and recruit employees by providing an open and competitive compensation pay plan that reflects current market positions to align the City with both its peers and best practices in order to provide a high level of quality services to its residents; and

WHEREAS, under City Commission direction the City entered into an agreement with Evergreen Solutions, LLC on January 9, 2018, to provide a comprehensive Compensation and Classification Plan; and

WHEREAS, at the April 19, 2019 budget workshop, the proposed plan was presented to the City Commission by Evergreen Solutions, LLC and City staff; and

WHEREAS, it was the consensus of the City Commission to adopt the Compensation and Classification Study presented by Evergreen Solution, LLC, attached as Exhibit "A" and incorporated into this Resolution by this reference; and

WHEREAS, it is recommended that the City Commission adopt and implement the Compensation and Classification Study conducted by Evergreen Solution, LLC which includes revised City pay plans, job titles, job descriptions, and changes in compensation for certain positions necessary to bring these positions to market rate;

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

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

Section 2. That the City Commission adopts the Compensation and Classification Study**,** attached as Exhibit "A" and incorporated into this Resolution by this reference.

Section 3. That the proper City officials are authorized to implement the Compensation and Classification Study with market rate adjustments effective October 1, 2019.

Section 4. That the cost for the implementation of proposed salary adjustments resulting from the adoption of this plan are currently estimated at Two Hundred Five Thousand Dollars ($205,000.00) and funding will be planned and appropriated in the FY 2019-2020 budget under the various salary and benefits expenditure accounts.

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 full force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on June 25, 2019.

ATTEST:

THOMAS SCHNEIDER, CMC CITY CLERK	LORI LEWELLEN MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

Classification and Compensation Study for the City of Dania Beach, FL

FINAL REPORT

Evergreen Solutions, LLC

June 18, 2019

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Chapter 1 - Introduction

Evergreen Solutions, LLC "(Evergreen") conducted a Comprehensive Classification and Compensation Study for the City of Dania Beach, Florida ("City") beginning in April 2018. The purpose of the study was to analyze the City's compensation structure and classification system compared to the market and make recommendations to improve the City's competitiveness to recruit and retain a diverse and qualified workforce. This review involved analyzing the internal equity and external competitiveness of the City's current classification and compensation structure and making recommendations based on the findings.

Evergreen utilized a customized method of an online Job Assessment Tool (JAT) to capture the essential functions and responsibilities that are being performed by the City employees within the analyzed classifications. The results provided the data for the internal equity review of the City's classification system. External competitiveness, referred to as the market comparison, of the City's current overall compensation structure, was reviewed by conducting and analyzing the results of a salary survey designed specifically for the job classifications within Dania Beach. Ultimately, the results of these analyses, both internal and external, were considered when making recommendations to improve the City's competitive market position. To achieve this goal, Evergreen Solutions was tasked with:

- Leading orientation and employee discussion group sessions for employees, supervisors and department heads;
- Evaluating the City's current salary structure to determine its strengths and weaknesses;
- Collecting classification information through the JAT to analyze the internal equity of the City's classifications;
- Developing recommendations for improvements to classification titles and creation of new titles, when appropriate;
- Conducting market salary surveys to assess the market competitiveness of the City's current compensation plan;
- Developing a compensation structure and slotting classifications into that structure while ensuring internal equity and external competitiveness;
- Developing optional strategies and estimated costs for implementation of recommendations;

- Providing the City with information and strategies for compensation and classification administration;

- Developing and submitting a final report that summarized the study's findings and Evergreen's recommendations.

Evergreen Solutions used a combination of quantitative and qualitative methods to develop recommendations to improve the City's competitive position. Study activities included:

- Conducting a study kick-off meeting;
- Conducting on-site employee outreach;
- Conducting job assessments utilizing the JAT and MIT;
- Analyzing the current conditions of the City of Dania Beach's compensation system;
- Conducting a market salary survey;
- Developing classification and compensation structure recommendations;
- Developing implementation options for the proposed structure;
- Developing recommendations for maintaining the new system;
- Revising job descriptions, and
- Creating draft and final reports.

Kick-off Meeting

The kick-off meeting allowed members of the City's and Evergreen Solutions' project team to discuss different aspects of the study. During this meeting, information about the City of Dania Beach's current compensation and classification structures and philosophies were discussed. The study's work plan, City's employee data that consisted of pay plans, classification structures, current compensation, longevity, policies and all employment related contracts, objectives and timeline were identified and used as reference tools for completing the study.

Employee Outreach

Orientation sessions and employee meetings provided an opportunity for City employees to learn more information about the purpose of the study, and receive specific information related to their participation in the study process. Specific emphasis was made as to how to complete the JAT, and what role this tool had in the study. Additionally, these sessions allowed City employees to identify practices they felt were working well at the City, as well as to suggest areas of opportunities for improvement regarding compensation and classification. Through these open meeting conversations, Evergreen was provided with the opportunity to learn directly from employees their suggestions on organizations that were considered competitors for quality employees as well as which positions within the City experience retention and recruitment challenges.

Classification Analysis

To perform an analysis of the City's classification system, all employees were asked to complete a JAT in which they had the opportunity to describe the work they perform in their own words. Supervisors were then asked to review the JATs of employees they supervise and

provide additional information as needed about the classifications. The information provided in the completed JATs was utilized in the classification analysis in two ways. First, the work described was reviewed to ensure that classification titles were being utilized appropriately. Second, the JATs were evaluated to quantify, by a scoring method, each classification's relative value within the organization. Each classification's score was based on employee and supervisor responses to the JAT, and the scores allowed for a comparison of classifications across the City. MITs (Management Issue Tools) were also completed by supervisors when appropriate to provide more information in reference to specific positions that Evergreen should examine for classification and compensation concerns. All analyses were based on the essential job functions, span of control and job responsibilities for each classification and not on an individual employee basis.

Market Analysis

Peer organizations were identified consisting of competitors that provide similar services and compete with the City for employees. A number of classifications were selected as benchmarks for the survey. Benchmark positions represented a cross-section of all of the departments and levels of work at the City. After the selection of peers and benchmarks were compiled and approved by the City, a survey tool was developed for the collection of salary range data for each benchmark. The salary data collected during this survey were analyzed, and a summary of the data is provided in Chapter 4 of this report.

Recommendations

During the recommendations phase of the study, Evergreen Solutions developed a market-based pay plan and slotted classifications into the plan based on internal equity and external competitiveness. The next step was to provide implementation options that were developed to transition employee salaries into the newly proposed pay grades, and associated costs of adjusting employee salaries were estimated. The City was provided with options to implement the recommended salary adjustments, as well as instructions on how to maintain the recommended classification and compensation system over time. A summary of Evergreen Solutions' recommendations for the City's revised classification and compensation structure is reflected in Chapter 5 of this report.

It should be noted: All analyses and recommendations were based on the current employee data provided to Evergreen at the time of the study. Job classifications and pay grade assignments were based on the analyses of the position and not on individual incumbents within the classification. Organizations experience a lot of employee movement, i.e. hires, retirements, terminations, promotions, etc. and it is important to identify that the recommendations, job description revisions, proposed classification titles, and proposed pay grades are based on current data at the time of the study's completion. The City will be required to make edits and changes as employee movement occurs within the City.

Chapter 2 – Summary of Employee Outreach

One of the best resources to gain a better understanding of an organization's employees' perspective of its compensation and classification system and learn the perceived strengths and weaknesses is to interview current employees. To accomplish this, Evergreen Solutions carried out a series of employee focus groups. The objective of these meetings, held in April 2018, was to give all employees a unique opportunity to identify benchmark positions they feel can most benefit from an external comparison and suggest target organizations that should be included in our salary survey of the City of Dania Beach's peers. This chapter's focus is to summarize overall feedback revealed across all focus groups and interviews.

The observations in this chapter are designed to suggest a generalized summarization of opinions of the general themes and trends expressed by all employees interviewed. Comments are not intended to reflect the opinions of any given individual or group and are provided as summaries from the employee meetings in separate categories provided below.

2.1 GENERAL FEEDBACK

Employees were asked to share why they chose to work for the City, and in each respective department, and why they continue to work for the City. Additional questions included what they felt was working well when responding to questions regarding being an employee at Dania Beach. Many employees suggested several top reasons to include job stability, retirement programs. Some additional observations expressed by employees and supervisors include:

- In general, employees appreciate the working relationship between co-workers, managers and supervisors.
- The majority of employees considered employee health insurance to be good and feel that the coverage and City's contribution to the premiums is very positive.
- Employees commented on the number of holidays as an attractive benefit not afforded to private sector employees.

2.2 COMPENSATION ISSUES

Some staff and supervisors described their pay as being compensated fairly for the level and type of and work they perform. Employees provided the following observations related to compensation:

- Employees stated raises and pay are not linked to performance evaluations.
- Salary increases in recent years, have not kept up with changes to cost of living and the raises do not provide a substantive way to progress through salary ranges. Increases in benefits are greater than raises and the end result is a decrease rather than an increase.
- Employees would like to see increases in pay based on a formal program, that is consistently applied, and also includes a merit structure.

2.3 CLASSIFICATION ISSUES

Many employees provided Evergreen Solutions with issues specific to individual classifications. These positions will be analyzed during the Job Assessment Tool (JAT) review and Management Issues Tool (MIT) review. Some of the issues that were highlighted are listed below:

- Job descriptions do not accurately reflect the work employees are being asked to perform and job descriptions are not evolving as job duties increase or there are no descriptions in place for their position.
- Several positions for which the titles do not accurately reflect the current type or level of work that is performed.

2.4 MARKET PEERS

Focus group participants were asked to name those organizations they considered market-peer organizations. Responses from employees are considered when selecting organizations to be surveyed in the salary market study. Participants named with some frequency the following list of organizations as the City's biggest competitors in terms of employee compensation, benefits, and other intrinsic qualities such as working conditions:

- Aventura,
- Hollywood,
- Hallandale,
- Town of Davie,
- Broward County,
- City of Pompano,
- City of Sunrise,
- City of Parkland,

- City of Fort Lauderdale,
- Pembroke Pines,
- Plantation,
- Miramar,
- N. Lauderdale,
- Oakland Park,
- Miami Beach,
- Deerfield Beach,
- Palm Beach County,
- Dade County
- Coral Springs

2.5 BENCHMARK POSITIONS

Employees were asked which positions within the City present the greatest challenges for recruitment and retention. Evergreen Solutions further emphasized this question and asked employees which positions were currently experiencing high turnover and recruitment issues. These positions were used to provide a basic framework for populating the market salary survey. Employees responded with the following areas and specific positions:

- Planner
- Fleet Mechanic
- Human Resources
- Equipment Operators I, II and III (all departments)
- Maintenance Workers (all departments)
- Code Compliance Manager
- Code Compliance Manager with parking responsibilities
- Lead Code Inspector

2.6 SUMMARY

The feedback received by Evergreen Solutions provides a great foundation for the development of recommendations for the City. Employees provided a number of reasonable observations with respect to potential compensation and classification system issues across the organization. These comments will be taken into consideration when identifying underlying challenges and formulating the best possible solutions for the City.

In general, even though there were some emphases on several potential problems, many of these issues are typically found within other publicly funded agencies.

As a whole, the employees of the City take pride in their work and strive to make distinct contributions to their organization and their overall community. The Evergreen Solutions team plans to utilize the information gathered from employees throughout the remainder of this study in order to arrive at appropriate recommendations.

Chapter 3 – Assessment of Current Conditions

The assessment of current conditions provides an overall evaluation based on Evergreen's review and analysis of the City of Dania Beach's compensation structure, employee salary progression, and employee counts in each department. The assessment is divided into the following sections:

3.1 Pay Plan Analysis
3.2 Employee Salary Placement by Grade
3.3 Quartile Tenure Analysis
3.4 Compression Analysis
3.5 Employee Counts by Department
3.6 Summary

Information contained in this chapter reflects the conditions when the study began and should be considered a snapshot in time. Conducting an overall review of the City's current compensation structure, philosophies, and employee demographics, was instrumental in providing Evergreen with a better understanding of the structures and methods in place. Additionally, this review helped identify any issues that may require further review and potential revision. The results of this evaluation were considered during the analysis of internal equity and peer market data. Subsequently, appropriate compensation related recommendations were developed for the City and are described later in this report.

3.1 PAY PLAN ANALYSIS

The City of Dania Beach administered two (2) pay plans (Civil Service and Union) for its employees. **Exhibits 3A and 3B** illustrate the pay plans revealing the minimum, midpoint, and maximum salaries of each grade. The Civil Service pay plan consisted of 16 grades for 44 employees. Each pay grade within the plan had an average range spread (the percentage difference between the minimum and maximum of the pay grades relative to the grade's minimum) of 55 percent. The Union pay plan consisted of 17 grades for 100 employees. Each pay grade within the plan had an average range spread (the percentage difference between the minimum and maximum of the pay grades relative to the grade's minimum) of 52 percent.

EXHIBIT 3A
CIVIL SERVICE PAY PLAN

Grade	Minimum	Midpoint	Maximum	Range Spread	Employees
18	$ 29,902	$ 37,312	$ 44,721	50%	1
22	$ 36,253	$ 45,779	$ 55,306	53%	2
24	$ 39,958	$ 50,476	$ 60,995	53%	2
26	$ 44,192	$ 55,769	$ 67,346	52%	2
27	$ 46,309	$ 58,481	$ 70,654	53%	1
28	$ 48,690	$ 62,054	$ 75,417	55%	2
29	$ 51,072	$ 65,163	$ 79,254	55%	1
30	$ 53,718	$ 68,471	$ 83,223	55%	15
32	$ 59,143	$ 75,417	$ 91,691	55%	3
34	$ 65,229	$ 83,157	$ 101,085	55%	3
36	$ 71,844	$ 92,551	$ 113,261	58%	2
38	$ 79,254	$ 102,077	$ 124,901	58%	1
39	$ 83,223	$ 107,105	$ 130,987	57%	3
40	$ 87,325	$ 112,464	$ 137,603	58%	1
41	$ 91,823	$ 118,153	$ 144,483	57%	4
42	$ 96,322	$ 124,041	$ 151,760	58%	1
Average / Total				55%	44

Source: Created by Evergreen Solutions from data provided by the City of Dania Beach as of April 2018.

EXHIBIT 3B
UNION PAY PLAN

Grade	Minimum	Midpoint	Maximum	Range	Employees
14	$ 24,610	$ 30,696	$ 36,782	49%	13
15	$ 25,801	$ 32,284	$ 38,767	50%	4
16	$ 27,124	$ 33,871	$ 40,619	50%	8
17	$ 28,447	$ 35,591	$ 42,736	50%	0
18	$ 29,902	$ 37,312	$ 44,721	50%	5
19	$ 31,358	$ 39,164	$ 46,970	50%	8
20	$ 32,945	$ 41,545	$ 50,146	52%	5
21	$ 34,665	$ 43,729	$ 52,792	52%	1
22	$ 36,253	$ 45,779	$ 55,306	53%	9
23	$ 38,105	$ 48,095	$ 58,084	52%	28
24	$ 39,958	$ 50,476	$ 60,995	53%	8
25	$ 42,075	$ 53,056	$ 64,038	52%	8
26	$ 44,192	$ 55,769	$ 67,346	52%	3
27	$ 46,309	$ 58,481	$ 70,654	53%	0
28	$ 48,690	$ 62,054	$ 75,417	55%	0
29	$ 51,072	$ 65,163	$ 79,254	55%	0
31	$ 56,364	$ 71,844	$ 87,325	55%	0
Average / Total				52%	100

Source: Created by Evergreen Solutions from data provided by the City of Dania Beach as of April 2018.

3.2 EMPLOYEE SALARY PLACEMENT BY GRADE

It is important to analyze where employees' salaries fell within each pay range when assessing the effectiveness of the City's pay plan and practices. It is equally important to determine where there may have been clusters of employees' salaries within the current pay plan, illuminating potential pay progression concerns. It should be noted that employees' salaries, and the progression of the salaries, are associated with an organization's compensation philosophy—specifically, the method of salary progression and the availability of resources. Therefore, the placement of employees' salaries should be viewed in this context.

Exhibit 3C illustrates the placement of employees' salaries relative to pay grade minimums and maximums. The exhibit contains the following:

- the pay grades,
- the number of employees in classifications assigned to the pay grade,
- the number and percentage of employees with salaries below the minimum,
- the number and percentage of employees with salaries at the minimum,
- the number and percentage of employees with salaries at the maximum, and
- the number and percentage of employees with salaries above the maximum.

EXHIBIT 3C
SALARY PLACEMENT
BELOW MINIMUM AND ABOVE MAXIMUM BY GRADE

Grade	Employees	# < Min	% < Min	# = Min	% = Min	# = Max	% = Max	# > Max	% > Max
14	13	0	0.0%	0	0.0%	0	0.0%	0	0.0%
15	4	0	0.0%	0	0.0%	0	0.0%	0	0.0%
16	8	0	0.0%	0	0.0%	0	0.0%	0	0.0%
18	6	0	0.0%	0	0.0%	0	0.0%	0	0.0%
19	8	0	0.0%	0	0.0%	0	0.0%	1	12.5%
20	5	0	0.0%	3	60.0%	0	0.0%	0	0.0%
21	1	0	0.0%	0	0.0%	0	0.0%	0	0.0%
22	11	0	0.0%	0	0.0%	0	0.0%	0	0.0%
23	28	0	0.0%	0	0.0%	1	3.6%	2	7.1%
24	10	0	0.0%	0	0.0%	0	0.0%	0	0.0%
25	8	0	0.0%	0	0.0%	0	0.0%	0	0.0%
26	5	0	0.0%	0	0.0%	0	0.0%	0	0.0%
27	1	0	0.0%	0	0.0%	0	0.0%	0	0.0%
28	2	0	0.0%	0	0.0%	0	0.0%	0	0.0%
29	1	0	0.0%	0	0.0%	0	0.0%	0	0.0%
30	15	0	0.0%	0	0.0%	0	0.0%	1	6.7%
32	3	0	0.0%	0	0.0%	0	0.0%	0	0.0%
34	3	0	0.0%	0	0.0%	0	0.0%	0	0.0%
36	2	0	0.0%	0	0.0%	0	0.0%	0	0.0%
38	1	0	0.0%	0	0.0%	0	0.0%	0	0.0%
39	3	0	0.0%	0	0.0%	0	0.0%	0	0.0%
40	1	0	0.0%	0	0.0%	0	0.0%	0	0.0%
41	4	0	0.0%	0	0.0%	0	0.0%	0	0.0%
42	1	0	0.0%	0	0.0%	0	0.0%	1	100.0%
Total	144	0	0.0%	3	2.1%	1	0.7%	5	3.5%

Source: Created by Evergreen Solutions from data provided by the City of Dania Beach as of April 2018.

Employees with salaries at the grade minimum are typically new hires or new to the classification following a recent promotion; also, employees with salaries at the grade maximum are typically highly experienced and proficient in the classification. As **Exhibit 3C** illustrates, at the time of this study, there were no employees with a salary below their position's grade minimum. However, there were five (5) employees with a salary above their position's grade maximum.

Exhibit 3D illustrates the placement of employees' salaries relative to pay grade midpoints. The exhibit contains the following:

- the pay grades,
- the number of employees in classifications assigned to the pay grade,
- the number and percentage of employees with salaries below the midpoint,

- the number and percentage of employees with salaries near the midpoint (within five percent), and
- the number and percentage of employees with salaries above the midpoint of each pay grade.

EXHIBIT 3D
SALARY PLACEMENT AROUND MIDPOINT
BY GRADE

Grade	Employees	# < Mid	% < Mid	# Near Mid	% Near Mid	# > Mid	% > Mid
14	13	7	53.8%	2	15.4%	4	30.8%
15	4	0	0.0%	4	100.0%	0	0.0%
16	8	3	37.5%	2	25.0%	3	37.5%
18	6	1	16.7%	3	50.0%	2	33.3%
19	8	3	37.5%	2	25.0%	3	37.5%
20	5	3	60.0%	2	40.0%	0	0.0%
21	1	0	0.0%	0	0.0%	1	100.0%
22	11	3	27.3%	4	36.4%	4	36.4%
23	28	21	75.0%	0	0.0%	7	25.0%
24	10	5	50.0%	1	10.0%	4	40.0%
25	8	4	50.0%	2	25.0%	2	25.0%
26	5	1	20.0%	1	20.0%	3	60.0%
27	1	0	0.0%	0	0.0%	1	100.0%
28	2	1	50.0%	0	0.0%	1	50.0%
29	1	0	0.0%	1	100.0%	0	0.0%
30	15	3	20.0%	5	33.3%	7	46.7%
32	3	1	33.3%	0	0.0%	2	66.7%
34	3	1	33.3%	1	33.3%	1	33.3%
36	2	0	0.0%	1	50.0%	1	50.0%
38	1	0	0.0%	0	0.0%	1	100.0%
39	3	2	66.7%	1	33.3%	0	0.0%
40	1	0	0.0%	1	100.0%	0	0.0%
41	4	0	0.0%	0	0.0%	4	100.0%
42	1	0	0.0%	0	0.0%	1	100.0%
Total	144	59	41.0%	33	22.9%	52	36.1%

Source: Created by Evergreen Solutions from data provided by the City of Dania Beach as of April 2018.

Employees with salaries close to the midpoint of a pay range should be fully proficient in their classification and require minimal supervision to complete their job duties while performing satisfactorily. Within this framework, grade midpoint is commonly considered to be the salary an individual could reasonably expect for similar work in the market. Therefore, it is important to examine the percentage and number of employees with salaries above and below the calculated midpoint. Of the 144 employees within classifications the City's pay plans, 59 employees (41.0 percent) had salaries below the midpoint of their respective range, 33

employees (22.9 percent) had salaries near the midpoint (defined as within five percent of either side of the midpoint), while 52 employees (36.1 percent) had salaries above the midpoint range.

3.3 SALARY QUARTILE ANALYSIS

This section provides an additional analysis of the distribution of employees' salaries across the pay grades at the time of this study. Examining employee salary placement by grade quartile provided insight into whether clustering of employees' salaries existed within each pay grade. For this analysis, employees' salaries were slotted within one of four equal distributions. The first quartile (0-25) represents the lowest 25 percent of the pay range. The second quartile (26-50) represents the segment of the pay range above the first quartile up to the pay range's midpoint. The third quartile (51-75) represents the part of the pay range above the midpoint up to the 75th percentile of the pay range. The fourth quartile (76-100) is the highest 25 percent of the pay range. This analytical method provided an opportunity to assess how employees' salaries are disbursed throughout each grade (pay range).

The quartile analysis is used to determine the location of employee salary clusters. Quartile analysis helps identify whether clusters exist in specific quartiles of pay grades. Additionally, the amount of time the employee has spent at the organization is also analyzed, in order to observe any relationship between organizational tenure and salary progression. This information, while not definitive alone, can shed light on any root issues within the current compensation and classification plan when combined with market data and employee feedback.

Exhibit 3E provides a breakdown of placement of employees' salaries relative to salary quartile and provides the following:

- the pay grades,
- the number of employees per pay grade,
- the counts of the employees by quartile within each grade, and
- the average total tenure by quartile within each grade.

Exhibit 3F shows the same information graphically.

The City's employees' salaries were slightly clustered below the midpoint of their pay range. In order of employee concentration, 45 employees (31.3 percent) had salaries in the first quartile of their respective pay ranges, 35 (24.3 percent) in the third quartile, 33 employees (22.9 percent) in the fourth quartile and 31 employees (21.5 percent) in the second quartile. While this distribution does not lead to a conclusion, data for average tenure do lead to determinations on the relationship between tenure and salary.

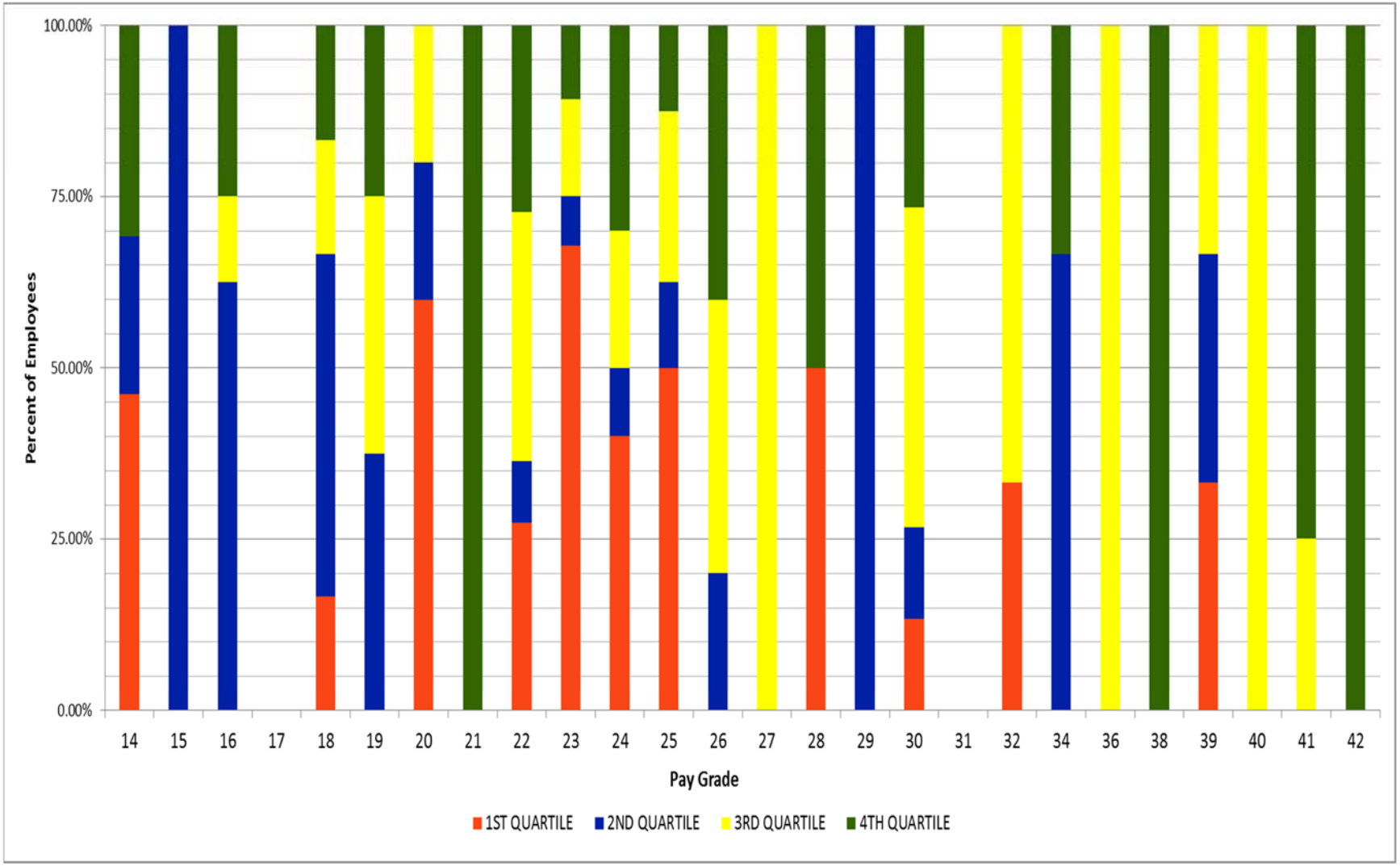
Typically, overall average tenure increases as quartile increases and this is the case for City employees; the average tenure in Quartile 1 is 4.7 years; in Quartile 2 is 4.9 years; in Quartile 3 is 8.6 years; and in Quartile 4 is 13.8 years. This would seem to indicate that employees are moved through their pay grades equitably, or at the very least a positive linear relationship exists between tenure and pay.

EXHIBIT 3E
QUARTILE ANALYSIS - TENURE
BY GRADE

GRADE	Total Employees	Average Tenure	1st Quartile		2nd Quartile		3rd Quartile		4th Quartile	
			# Employees	Avg Tenure	# Employees	Avg Tenure	# Employees	Avg Tenure	# Employees	Avg Tenure
14	13	10.2	6	8.3	3	11.6	0	-	4	12.1
15	4	1.9	0	-	4	1.9	0	-	0	-
16	8	5.9	0	-	5	1.6	1	0.9	2	19.2
17	0	-	0	-	0	-	0	-	0	-
18	6	1.9	1	0.3	3	1.8	1	3.4	1	2.6
19	8	10.5	0	-	3	5.2	3	5.7	2	25.6
20	5	4.8	3	2.5	1	5.7	1	10.7	0	-
21	1	17.4	0	-	0	-	0	-	1	17.4
22	11	6.6	3	2.2	1	15.1	4	5.7	3	9.2
23	28	7.6	19	3.6	2	5.7	4	16.0	3	23.1
24	10	9.0	4	4.5	1	4.6	2	14.9	3	12.4
25	8	8.5	4	5.8	1	10.5	2	11.1	1	11.8
26	5	11.7	0	-	1	1.6	2	8.8	2	19.5
27	1	6.3	0	-	0	-	1	6.3	0	-
28	2	5.8	1	5.6	0	-	0	-	1	6.1
29	1	7.8	0	-	1	7.8	0	-	0	-
30	15	9.0	2	7.6	2	6.9	7	7.3	4	13.7
31	0	-	0	-	0	-	0	-	0	-
32	3	3.6	1	3.8	0	-	2	3.5	0	-
34	3	8.8	0	-	2	5.5	0	-	1	15.2
36	2	14.4	0	-	0	-	2	14.4	0	-
38	1	3.3	0	-	0	-	0	-	1	3.3
39	3	4.5	1	13.1	1	0.0	1	0.5	0	-
40	1	7.0	0	-	0	-	1	7.0	0	-
41	4	8.6	0	-	0	-	1	11.4	3	7.7
42	1	9.2	0	-	0	-	0	-	1	9.2
Overall	**144**	**7.8**	**45**	**4.7**	**31**	**4.9**	**35**	**8.6**	**33**	**13.8**

Source: Created by Evergreen Solutions from data provided by the City of Dania Beach as of April 2018.

EXHIBIT 3F
QUARTILE PLACEMENT BY PAY GRADE



3.4 COMPRESSION ANALYSIS

Pay compression can be defined as the lack of variation in salaries between employees with significantly different levels of experience and responsibility. Compression can be seen as a threat to internal equity and morale. Two common types of pay compression can be observed when the pay of supervisors and their subordinates are too close, or when the pay of highly tenured staff and newly hired employees in the same job are too similar.

According to the Society for Human Resources Management (SHRM), specific examples of actions that may cause pay compression include the following:

- Reorganizations change peer relationships and can create compression if jobs are not reevaluated.
- In some organizations, certain departments or divisions may be relatively liberal with salary increases, market adjustments, and promotions—while others are not.
- Some employers have overlooked their Human Resources policies designed to regulate pay, paying new hires more than incumbents for similar jobs under the mantra of "paying what it takes to get the best talent."
- Many organizations have found it easy to hire people who had already performed the same work for another organization, eliminating the need for training. Rather than hiring individuals with high potential and developing them for the long term, the organization opted for employees who they believed could "hit the ground running"—regardless of their potential.

Exhibit 3G indicates the ratio of subordinate to supervisor salaries by grade graphically and **Exhibit 3H** displays these results numerically. Employees were grouped into categories reflecting whether their actual salary was less than 80 percent, between 80 and 95 percent, between 95 and 100 percent, and greater than 100 percent of their supervisor's salary. For example, an employee with a salary of $79,000.00 and a supervisor with a salary of $100,000.00 would yield a ratio of 0.79, and be placed into the "Less than 80 percent" category.

An analysis of the data reveals that most positions in the City have employee/supervisor salary ratios less than 95 percent. Orange and blue areas on **Exhibit 3G** indicate the need for examination of supervisor vs. employee salary.

EXHIBIT 3G
POTENTIAL COMPRESSION BY PAY GRADE

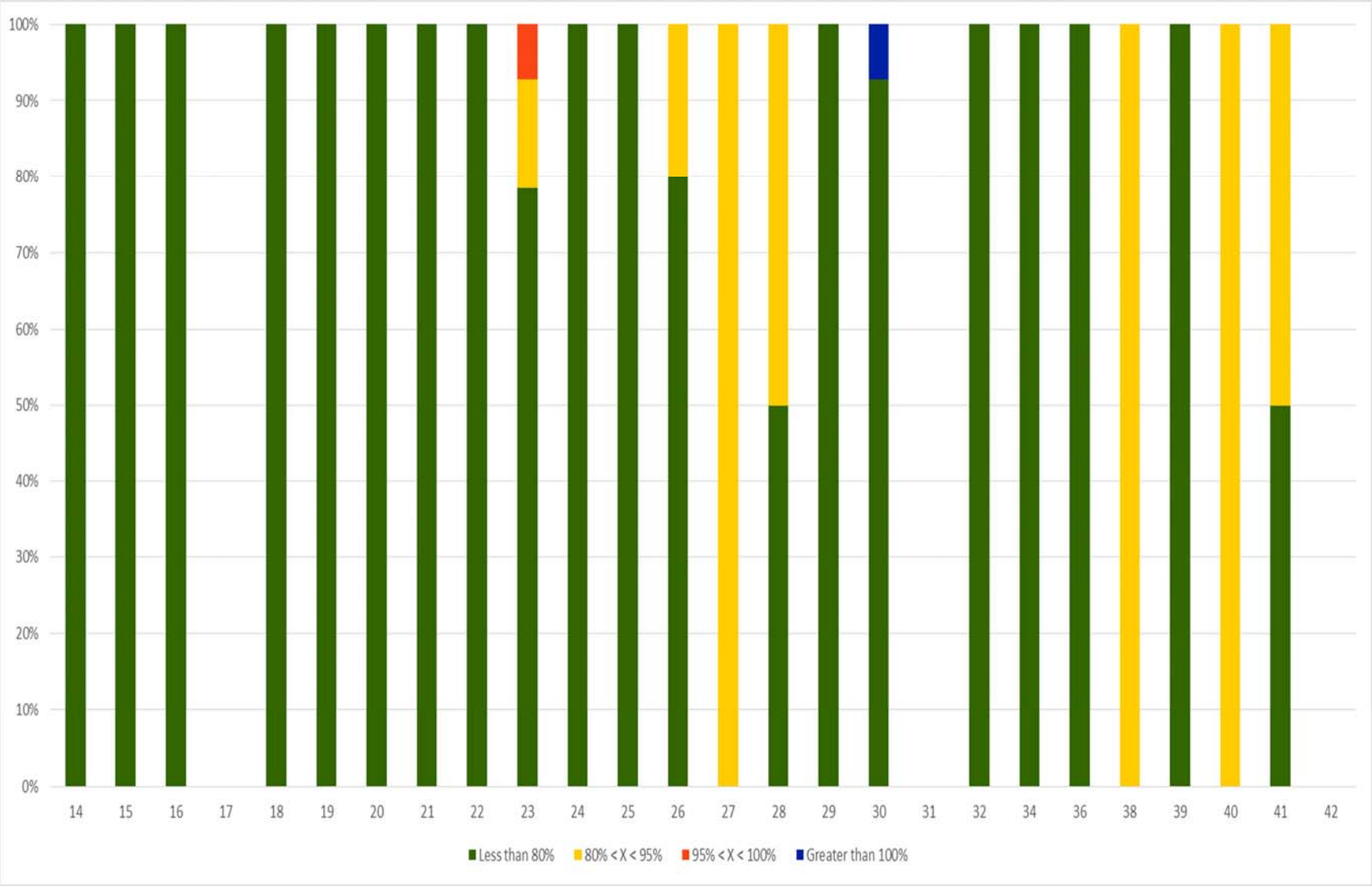


EXHIBIT 3H
EMPLOYEE TO SUPERVISOR SALARY RATIO BY PAY GRADE

Grade	Less than 80%	80% < X < 95%	95% < X < 100%	Greater than 100%
14	13	0	0	0
15	4	0	0	0
16	8	0	0	0
17	0	0	0	0
18	6	0	0	0
19	8	0	0	0
20	5	0	0	0
21	1	0	0	0
22	11	0	0	0
23	22	4	2	0
24	10	0	0	0
25	8	0	0	0
26	4	1	0	0
27	0	1	0	0
28	1	1	0	0
29	1	0	0	0
30	13	0	0	1
31	0	0	0	0
32	3	0	0	0
34	3	0	0	0
36	2	0	0	0
38	0	1	0	0
39	2	0	0	0
40	0	1	0	0
41	2	2	0	0
42	0	0	0	0
Totals	127	11	2	1

Exhibit 3I and Exhibit 3J showcase the actual vs. expected salaries of City employees, sorted by pay grade. Expected salary is calculated using a thirty-year progression assumption for employees. For example, an employee who had worked at his position for fifteen years would expect to be at the grade midpoint, while an employee with thirty or more years of class years would expect to be at the grade maximum. An important distinction between this compression table and the quartile analysis: this compression table utilizes class years, while the Quartile analysis uses total tenure. Class years are differentiated from tenure by using the date that you started working in your current classification as the start date, instead of the date you first were hired by the City. To illustrate, if an employee had been an accountant for fifteen years,

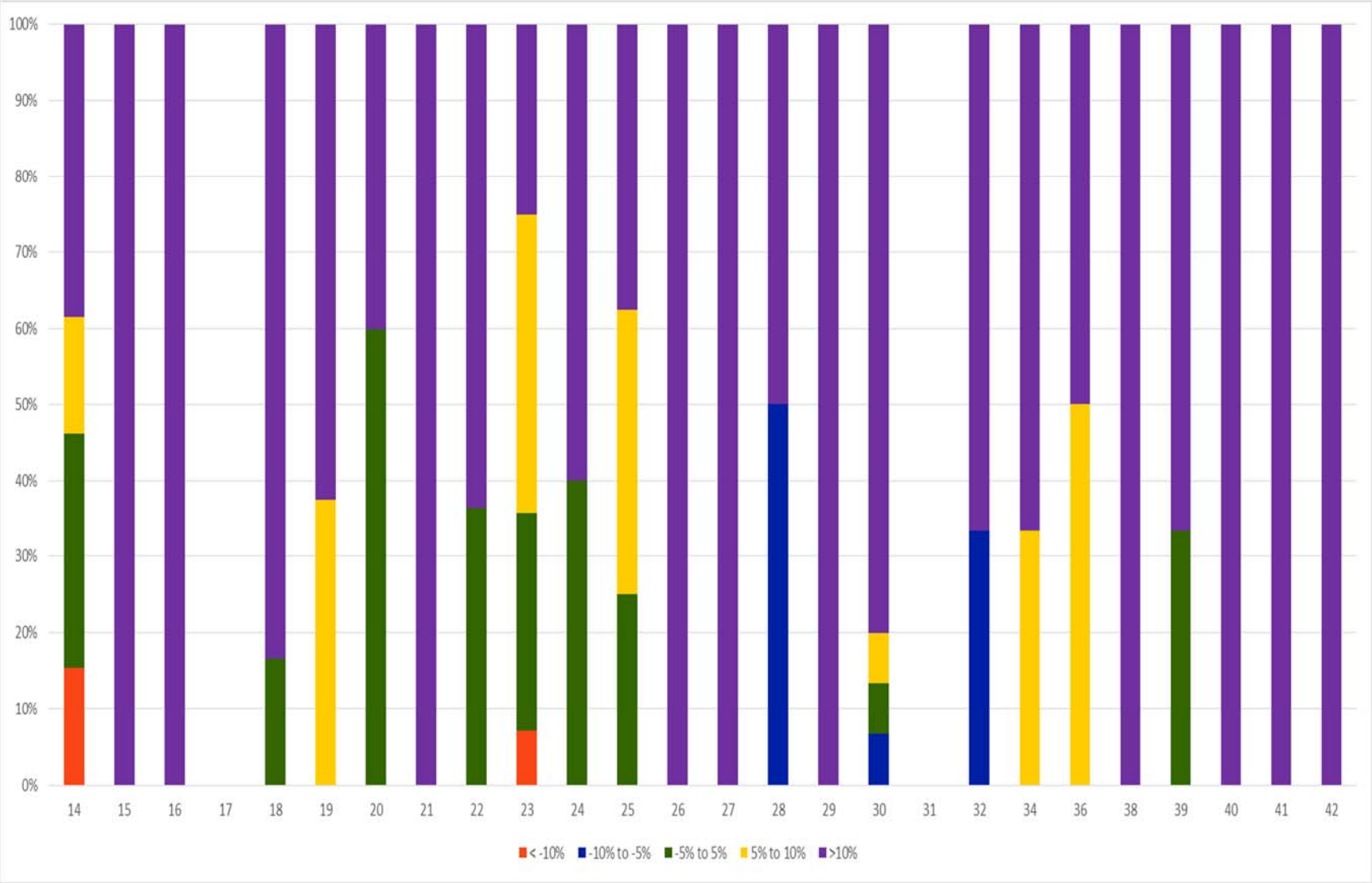
and then was promoted one year ago to Accountant Supervisor that employee would have fifteen years of tenure, but only one class year.

On **Exhibit 3I,** it is easy to discern that the majority of City employees are being paid wages that are more than 10 percent above what they would expect to receive, based on their class years. While this is clearly good for employees, it is not necessarily bad for the City. It could mean that the City is overpaying employees or that pay grades are too low, forcing the City to advance employees more quickly through pay grades to keep competitive with the market. However, it could just as easily be another indicator of employee promotion and advancement through the ranks. As mentioned in the description of the quartile analysis, when an employee has advanced to near the top of the pay grade and receives a promotion, they will often not start at the new pay grade minimum. An employee will not accept a pay decrease, so that employee is therefore started above the minimum of the new pay grade, placing the employee above the "expected pay" by definition. So even if an employee has zero class years, the employee pay is being paid above the minimum. Then, if the employee advances exactly at the speed expected for the rest of his/her career, the employee will always remain above the "expected" pay.

EXHIBIT 3I
ACTUAL VS. EXPECTED SALARY

Grade	< -10%	-10% to -5%	-5% to 5%	5% to 10%	>10%
14	2	0	4	2	5
15	0	0	0	0	4
16	0	0	0	0	8
17	0	0	0	0	0
18	0	0	1	0	5
19	0	0	0	3	5
20	0	0	3	0	2
21	0	0	0	0	1
22	0	0	4	0	7
23	2	0	8	11	7
24	0	0	4	0	6
25	0	0	2	3	3
26	0	0	0	0	5
27	0	0	0	0	1
28	0	1	0	0	1
29	0	0	0	0	1
30	0	1	1	1	12
31	0	0	0	0	0
32	0	1	0	0	2
34	0	0	0	1	2
36	0	0	0	1	1
38	0	0	0	0	1
39	0	0	1	0	2
40	0	0	0	0	1
41	0	0	0	0	4
42	0	0	0	0	1
Totals	4	3	28	22	87

EXHIBIT 3J
ACTUAL VS. EXPECTED SALARY



3.5 EMPLOYEES BY DEPARTMENT

At the time the study commenced, the City employed 144 individuals across 11 departments. **Exhibit 3K** depicts the number of employees and the number of classifications in each department and is intended only to provide basic information regarding how employees are distributed among departments. Also provided is the percentage breakdown of employees by department. As the exhibit illustrates, the largest department is Public Services, with 47 employees representing 32.6 percent of the City's workforce.

EXHIBIT 3K
EMPLOYEES BY DEPARTMENT

Department	Employees	Classes	% of Total
City Attorney	1	1	0.7%
City Clerk	4	3	2.8%
City Manager	3	3	2.1%
Community Development	20	16	13.9%
CRA	8	7	5.6%
Finance	12	10	8.3%
Human Resources & Risk Management	1	1	0.7%
Information System	2	2	1.4%
Parking	4	1	2.8%
Parks & Recreation	42	8	29.2%
Public Services	47	28	32.6%
Total	**144**	**80**	**100.0%**

Source: Created by Evergreen Solutions from data provided by the City of Dania Beach as of April 2018.

3.6 SUMMARY

Overall, the City's compensation structure offered a firm foundation on which to improve. The key points of the current structure were:

- The City of Dania Beach administered two (2) open range pay plans for its 144 employees.
- Range spread, generally recommended to be between 50-70 percent, average 55 percent for the Civil Service plan and 52 percent for the Union plan.
- The majority of employees' salaries were only slightly clustered below the midpoint, with 31.3 percent of employees' salaries in the first quartile; Moreover, 22.9 percent of employees were within 10 percent of the midpoint.
- Pay Compression does not seem to be an issue based on the indicators described above.

The compensation plans provided employees with a pay structure, although it seems that some clustering of employees' salaries has occurred over time. Although pay may have progressed somewhat through the range, the grade ranges have not been updated in many years and this creates an incompatibility between actual pay and the pay structure.

The information gained from the review of current conditions was used in conjunction with the market analysis data and internal equity review to develop recommendations for a competitive compensation plan that would best align with and provide a foundation for the City's compensation philosophy moving forward. These recommendations can be found in Chapter 5 of this report.

Chapter 4 – Market Summary

The Market Chapter provides an analysis of the City of Dania Beach's salary ranges when compared to peer organization's salary ranges. Data from targeted market peers were used to evaluate the overall compensation at Dania Beach at the time of this study. It is important to note the market comparisons contained in this report do not translate well at the individual employee level and are used only to provide an overall analysis.

Information in this chapter is not intended to evaluate salaries paid to individuals, since compensation is determined through a combination of factors, and may include other factors such as: the demand for a particular job, a candidate's prior experience, or an individual's negotiation skills during starting pay negotiations. It should also be noted that market comparisons should be considered as a snapshot of current market conditions since market conditions can change quickly. When used as an analytical tool, market surveys are useful for making updates to salary structures provided to employees, however, they must also be performed at regular intervals if the City wishes to remain current and competitive with its market peers and market salary trends.

4.1 SALARY SURVEY RESULTS

Pay range information was collected by Evergreen Solutions from target organizations that were selected by the City, by utilizing a customized salary survey tool. Benchmark classifications were selected by the City's project team that were surveyed with the desired outcome of benchmarking positions of a cross-section of the City's entire classifications. The objective of this methodology was to ensure that the surveyed positions made up a subset of all work areas and job levels in the City. Job titles, descriptions of assigned duties, and education and experience requirements were provided in the survey tool for each benchmarked classification.

Several factors were utilized when developing the peer list including geographic proximity to the City, organization size, and the relative population being served by the organization. All collected data were adjusted for cost of living using a national cost of living index factor which allowed salary dollars from organizations outside of the immediate recruiting area to be adjusted for the cost of living relative to the City. The cost of living for each peer organization is determined at the county level. Evergreen utilizes data from the Council for Community and Economic Research (C2ER) as the source for the COLI (Cost of Living Index). **Exhibit 4A** provides the list of 19 market peers from which data were collected for 41 benchmark classifications. One of the 41 positions benchmarked included the City Manager position. This City Manager is a contracted position and in the initial survey received one peer response that provided salary range information. However, supplemental survey data was collected for the City Manager and the City Attorney positions. **Exhibit 4C** will illustrate the findings for these positions, rather than **Exhibit 4B** with the remaining 40 City positions.

EXHIBIT 4A
MARKET PEERS

Market Peers
Broward County, FL
City of Coconut Creek, FL
City of Cooper City, FL
City of Coral Springs
City of Deerfield Beach, FL
City of Fort Lauderdale, FL
City of Hallandale Beach, FL
City of Hollywood, FL
City of Miramar, FL
City of North Lauderdale, FL
City of Oakland Park, FL
City of Parkland, FL
City of Pembroke Pines, FL
City of Plantation, FL
City of Pompano Beach, FL
City of Sunrise, FL
Miami-Dade County, FL
Palm Beach County, FL
Town of Davie, FL

Exhibit 4B provides a summary of these results and contains the following information:

- The market salary range information for each classification reflecting the market minimum, midpoint, and maximum of the peer survey data for each benchmarked classification.

- The percent differentials (to the City's existing salary ranges). A positive differential indicates the City was above the market for that classification at the minimum, midpoint, or maximum. A negative differential indicates the City was below the desired market position for that classification. The final row on the exhibit provides the average percentage differentials for the minimum, midpoint, and maximum for all benchmarked classifications and represents an average of all classifications' differentials.

- Survey average range width provides the average range width for each classification surveyed and determined by the average minimum and average maximum salaries of the respondents, relative to the minimum. The average range width for all the classifications is provided in the final row. The number of responses collected for each classification is located in the final column and the average number of responses for all the classifications is shown in the final row.

EXHIBIT 4B
SALARY SURVEY SUMMARY

ID	Classification	Survey Minimum		Survey Midpoint		Survey Maximum		Survey Avg Range	# Resp.
		Average	% Diff	Average	% Diff	Average	% Diff		
1	Accountant	$49,249.09	-1.1%	$62,614.41	-0.9%	$75,979.72	-0.7%	54.3%	18.0
2	Accounting Assistant	$36,291.14	-0.1%	$45,889.62	-0.2%	$55,488.10	-0.3%	52.9%	17.0
3	Administrative Specialist I	$34,078.19	-14.0%	$42,816.39	-14.8%	$51,554.60	-15.3%	51.3%	16.0
4	Beach Lifeguard	$32,846.94	13.8%	$40,959.62	14.8%	$49,072.29	15.5%	49.4%	12.0
5	Billing & Collection Accounting Manager	$57,437.27	2.9%	$74,089.05	1.8%	$90,740.83	1.0%	58.0%	14.0
6	Code Compliance Coordinator	$39,185.17	1.9%	$50,014.81	0.9%	$60,844.45	0.2%	55.3%	12.0
7	Code Compliance Inspector	$44,505.73	-5.8%	$56,179.30	-5.9%	$67,852.86	-6.0%	52.5%	15.0
8	Code Compliance Manager	$59,158.72	-10.1%	$76,273.77	-11.4%	$93,388.82	-12.2%	57.9%	17.0
9	Controller	$70,811.22	-8.6%	$91,323.71	-9.8%	$111,836.20	-10.6%	57.9%	16.0
10	Deputy City Clerk	$56,625.06	-28.1%	$72,867.06	-30.7%	$89,109.06	-32.3%	57.4%	15.0
11	Deputy Public Service Director	$85,641.05	1.9%	$111,594.05	0.8%	$137,547.05	0.0%	60.7%	12.0
12	Economic Development Manager	$65,418.90	-0.3%	$85,483.80	-2.8%	$105,548.70	-4.4%	61.4%	11.0
13	Facilities Maintenance Technician	$36,247.11	0.0%	$46,256.38	-1.0%	$56,265.66	-1.7%	55.2%	17.0
14	Fleet Mechanic	$40,458.81	-1.3%	$51,098.62	-1.2%	$61,738.43	-1.2%	52.6%	13.0
15	Human Resources & Risk Management Director	$86,122.95	-3.5%	$116,681.31	-8.9%	$147,239.67	-12.4%	71.0%	18.0
16	Human Resources Assistant	$38,066.77	4.7%	$48,509.77	3.9%	$58,952.77	3.3%	54.9%	15.0
17	Human Resources Generalist	$52,225.25	11.7%	$67,064.25	11.1%	$81,903.25	10.7%	56.8%	17.0
18	Information System Manager	$69,964.16	2.6%	$90,297.97	2.4%	$110,631.79	2.3%	58.1%	16.0
19	Inspection Coordinator	$39,333.05	1.6%	$49,508.55	1.9%	$59,684.05	2.1%	51.7%	8.0
20	IT Systems Technician	$42,152.07	-5.5%	$53,923.46	-6.8%	$65,694.86	-7.7%	55.9%	15.0
21	Landscape Grounds Technician I	$30,202.60	-11.4%	$38,073.16	-12.4%	$45,943.72	-13.1%	52.1%	16.0
22	Landscape/Grounds Technician III	$36,979.06	-6.7%	$46,702.46	-6.8%	$56,425.86	-6.9%	52.6%	16.0
23	Legal Office Manager	$51,480.07	4.2%	$66,179.80	3.3%	$80,879.53	2.8%	57.1%	8.0
24	Maintenance Worker/Equipment Operator I	$30,152.64	-11.2%	$37,718.82	-11.4%	$45,285.01	-11.5%	50.2%	12.0
25	Maintenance Worker/Equipment Operator II	$33,431.07	-6.6%	$42,127.42	-7.6%	$50,823.78	-8.2%	52.1%	14.0
26	Maintenance Worker/Equipment Operator III	$40,296.47	4.2%	$50,825.15	4.2%	$61,353.83	4.2%	52.3%	14.0
27	Public Services Office Manager	$49,764.95	7.4%	$63,832.71	6.8%	$77,900.46	6.4%	56.5%	13.0
28	Parking Enforcement Officer	$32,008.06	-7.0%	$40,212.07	-7.8%	$48,416.08	-8.3%	51.3%	7.0
29	Permit Coordinator	$40,154.16	-0.5%	$51,234.41	-1.5%	$62,314.66	-2.2%	55.2%	14.0
30	Permit Service Specialist	$34,569.79	4.6%	$44,049.50	3.5%	$53,529.21	2.7%	54.9%	16.0
31	Planner	$51,626.14	3.9%	$66,113.20	3.4%	$80,600.26	3.2%	56.1%	17.0
32	Public Works & Utilities Manager	$64,038.76	-19.2%	$82,286.97	-20.2%	$100,535.19	-20.8%	57.0%	15.0
33	Recreation Assistant	$26,802.47	-8.9%	$33,750.92	-10.0%	$40,699.36	-10.6%	51.8%	16.0
34	Recreation Program Manager	$49,028.95	8.7%	$62,983.89	8.0%	$76,938.83	7.6%	56.9%	16.0
35	Solid Waste Manager	$63,251.65	-17.7%	$81,557.03	-19.1%	$99,862.41	-20.0%	57.9%	10.0
36	Streets Manager	$56,130.31	-4.5%	$71,787.28	-4.8%	$87,444.25	-5.1%	55.8%	15.0
37	Treatment Operator-A	$45,830.51	1.0%	$58,026.09	0.8%	$70,221.67	0.6%	53.2%	13.0
38	Utilities Mechanic II-Distribution	$41,228.31	-8.2%	$51,999.96	-8.1%	$62,771.61	-8.1%	52.3%	14.0
39	Utilities Mechanic III-Sewer	$42,725.32	3.3%	$53,514.32	4.1%	$64,303.32	4.6%	50.5%	14.0
40	Utility Customer Service Technician	$33,779.01	-2.5%	$42,185.45	-1.5%	$50,591.88	-0.9%	49.8%	13.0
	Outliers Removed*		-2.6%		-3.3%		-3.8%		

Market Minimums

A starting point of the analysis was to compare the peer's market minimum for each classification to the City's range minimums. Market minimums are generally considered as an entry level salary for employees who meet the minimum qualifications of a classification. Employees with salaries at or near the range minimums generally have not mastered the job and have not acquired the skills and experience necessary to be fully proficient in their classification.

As **Exhibit 4B** illustrates benchmarked classifications in the City that was, on average, approximately 2.6 percent below market at the minimum of the respective salary ranges. The following observations can be made based on the collected data:

- The surveyed position differentials ranged from 28.1 percent below market minimum in the case of the Deputy City Clerk classification, to 13.8 percent above market for the Beach Lifeguard classification.

- Of the 40 classifications surveyed with differentials, 24 classifications (58.5 percent) had differentials below market at the minimum.

Market Midpoints

Salaries for proficient employees performing satisfactorily their work are generally at the market midpoint. As such, midpoint is often considered as the salary point at which a fully proficient employee could expect their salary to be placed.

Exhibit 4B illustrates the City was on average, 3.3 percent below market at the midpoint of the respective salary ranges. Based on the collected data, the following observations can be made:

- The surveyed position differentials ranged from 30.7 percent below market midpoint in the case of Deputy City Clerk classification, to 14.8 percent above market for the Beach Lifeguard classification.

- Of the 40 classifications surveyed with differentials, 24 classifications (61.0 percent) had differentials below market at the midpoint.

Market Maximums

The average of the peer salary range maximums was compared to the City's range maximums for each benchmarked classification. This comparison is significant as it represents the highest salary limit that an organization may provide to retain and/or reward experienced and high performing employees. When an organization is competitive at the maximum of the ranges, it positions the organization to attract highly qualified individuals for in-demand classifications.

Exhibit 4B provides an illustration of the City's benchmarked positions on average, were 3.8 percent below market at the maximum of the respective salary ranges and based on the collected data, the following observations can be made:

- The surveyed position differentials ranged from 32.3 percent below market maximum in the case of the Deputy City Clerk classification, to 15.5 percent above market for the Beach Lifeguard classification.

- Of the 40 classifications surveyed with differentials, 25 classifications (61.0 percent) were below market at the maximum.

Actual Salaries

For this study, average actual analysis was also used to examine the overall competitiveness of the organization's classifications and should not be used as the sole criteria when comparing salary ranges for these classifications. Exhibit 4C shows the average actual salaries of market peers as compared to the average actual salaries within the City for the surveyed classification.

EXHIBIT 4C
AVERAGE ACTUAL SALARY SUMMARY

ID	Classification	Average Actual Salary		% Difference
		CITY DANIA BEACH, FL	Peer Avg.	
1	Accountant	$48,696.09	$59,579.37	-22.3%
2	Accounting Assistant	$38,600.85	$45,174.36	-17.0%
3	Administrative Specialist I	$44,049.41	$48,146.50	-9.3%
4	Beach Lifeguard	$27,778.73	$37,053.88	-33.4%
5	Billing & Collection Accounting Manager	$59,150.00	$79,908.25	-35.1%
6	City Manager	$169,820.77	$232,767.52	-37.1%
7	Code Compliance Coordinator	$46,831.62	$51,512.26	-10.0%
8	Code Compliance Inspector	$50,321.29	$52,433.55	-4.2%
9	Code Compliance Manager	$83,233.26	$80,226.00	3.6%
10	Controller	$76,063.73	$90,359.26	-18.8%
11	Deputy City Clerk	$55,775.41	$72,499.66	-30.0%
12	Deputy Public Service Director	$112,620.98	$116,279.91	-3.2%
13	Economic Development Manager	$79,983.28	$74,945.39	6.3%
14	Facilities Maintenance Technician	$54,631.20	$42,625.58	22.0%
15	Fleet Mechanic	$53,826.86	$51,657.44	4.0%
16	Human Resources & Risk Management Director	$100,000.00	$134,572.04	-34.6%
17	Human Resources Assistant	$0.00	$45,331.99	-
18	Human Resources Generalist	$0.00	$57,005.31	-
19	Information System Manager	$94,508.75	$83,210.88	12.0%
20	Inspection Coordinator	$60,994.75	$62,046.40	-1.7%
21	IT Systems Technician	$44,054.61	$52,213.52	-18.5%
22	Landscape Grounds Technician I	$31,600.40	$39,153.00	-23.9%
23	Landscape/Grounds Technician III	$51,886.22	$44,709.67	13.8%
24	Legal Office Manager	$68,478.80	$67,909.04	0.8%
25	Maintenance Worker/Equipment Operator I	$35,441.57	$34,787.21	1.8%
26	Maintenance Worker/Equipment Operator II	$44,928.94	$40,002.02	11.0%
27	Maintenance Worker/Equipment Operator III	$51,672.68	$48,180.94	6.8%
28	Public Services Office Manager	$73,181.06	$57,801.20	21.0%
29	Parking Enforcement Officer	$23,319.30	$35,041.19	-50.3%
30	Permit Coordinator	$58,218.58	$50,639.79	13.0%
31	Permit Service Specialist	$45,516.22	$38,197.23	16.1%
32	Planner	$58,000.18	$53,875.11	7.1%
33	Public Works & Utilities Manager	$78,744.64	$92,130.65	-17.0%
34	Recreation Assistant	$19,046.87	$35,235.57	-85.0%
35	Recreation Program Manager	$60,847.75	$63,012.24	-3.6%
36	Solid Waste Manager	$68,479.01	$114,889.93	-67.8%
37	Streets Manager	$68,479.01	$64,096.55	6.4%
38	Treatment Operator-A	$61,700.91	$54,022.09	12.4%
39	Utilities Mechanic II-Distribution	$51,298.89	$48,651.54	5.2%
40	Utilities Mechanic III-Sewer	$64,604.80	$47,461.64	26.5%
41	Utility Customer Service Technician	$32,945.25	$41,459.03	-25.8%
Overall Average				-9.2%

4.2 MARKET SUMMARY

It should be noted that the positioning of a classification's pay range compared to the market is not a definitive assessment of an individual employee's salary being equally above or below market. A salary range does, however, speak to the City's general ability to recruit and retain talent over time. If a range minimum is significantly lower than the market would offer, the City may lose out to its market peers when recruiting to fill positions. It is equally true that range maximums that are lower than the market maximums may serve as a disincentive for experienced employees to remain at the City. From the analysis of the data gathered in the external assessment and discussed above, the benchmark classifications' ranges were generally found to be below the City's desired position at the market minimum, midpoint and maximum.

Chapter 5 – Recommendations

Evergreen Solutions reviewed the information provided in the preceding chapters of this report and developed recommendations to improve the City's current classification and compensation system. The recommendations, as well as the findings that led to each recommendation, are discussed in detail in this chapter. The recommendations, job description revisions, proposed classification titles, and proposed pay grades are based on current data at the time of the study completion. The recommendations are organized into three sections: classification, compensation, and administration of the system.

5.1 CLASSIFICATION SYSTEM

An organization's classification system establishes how its human resources are employed to perform its core services. The classification system consists of the titles and descriptions of the different classifications or positions, which define how work is organized and assigned. It is essential that the titles and descriptions of an organization's classifications accurately depict the work being performed by employees in the classifications in order to ensure equity within the organization and to enable comparisons with positions at peer organizations. The purpose of a classification analysis is to identify such issues as incorrect titles, outdated job descriptions, and inconsistent titles across departments. Recommendations are then made to remedy the identified concerns based on human resources best practices.

In the analysis of the City's classification system, Evergreen Solutions collected classification data through the Job Assessment Tool (JAT) and Management Issues Tool (MIT) processes. The JATs, which were completed by employees and reviewed by their immediate supervisors, provided information about the type and level of work being performed for each of the City's classifications. The MIT process provided supervisors an opportunity to offer specific recommendations regarding compensation/grade and classification/job title issues that positions in their respective areas faced. Evergreen Solutions reviewed and utilized the data provided in the JATs and MITs as a basis for the classification recommendations below.

FINDING

Overall, the classification system utilized by the City was generally accurate and well organized. There were instances, however, of titles that could be modified to better reflect the tasks assigned to the position.

RECOMMENDATION 1: Revise the titles of some classifications, establish unique titles for some positions, and establish new titles for new positions.

Exhibit 5A provides a list of the recommended changes to the classification system. The foundation for these recommendations are based on the work performed by employees in

these classifications as described in their JATs, suggestions made by supervisors on MITs, and feedback received during Employee Outreach. Not listed are minor changes e.g., spelling out abbreviated words; however, listed are modifications to entire classifications. New classification titles (levels) were developed for Coordinator, Mechanic, and Manager positions. These new titles will provide consistency for positions performing the same essential functions across the City. These new levels are included in **Exhibit 5A.**

EXHIBIT 5A
PROPOSED CLASSIFICATION CHANGES

Current Class Title	Recommended Class Title
Accounting Assistant	Assistant, Accounting
Administrative Coordinator	Coordinator II, Community Development Administration
Administrative Coordinator	Coordinator II, Parks & Rec. Administration
Administrative Specialist	Administrative Specialist I
Assistant Finance Director	Deputy Director, Finance
Athletic Director	Director, Athletics
Beach Lifeguard	Lifeguard, Beach
Beach Lifeguard (OC)	Lifeguard, Beach
Beach Lifeguard (PT)	Lifeguard, Beach
Bill & Collection Accounting Manager	Manager II, Billing & Collection Accounting
Cemetery Caretaker	Caretaker, Cemetery
Chief Ocean Lifeguard	Chief Lifeguard, Beach
Chief Treatment Plant Operator	Manager II, Treatment Plant
Code Compliance Coordinator	Coordinator II, Code Compliance
Code Compliance Inspector	Officer, Code Compliance
Code Compliance Manager	Manager I, Code Compliance & Parking Enforcement
Community Development Director	Director, Community Development
Community Development Operations Manager	Manager III, Community Development Operations
CRA Coordinator	Coordinator I, CRA
CRA Director	Executive Director, CRA
CRA Manager	Manager II, CRA
Deputy Public Service Director	Deputy Director, Public Service
Economic Development Manager	Manager II, Economic Development
Facilities Maintenance Technician	Technician, Facilities Maintenance
Finance Director	Director, Finance
Fleet Manager	Manager I, Fleet
Fleet Mechanic	Mechanic II, Fleet
HR & Risk Management Director	Director, HR & Risk Management
Information System Manager	Manager III, Information System
Inspection Coordinator	Coordinator I, Inspection
Irrigation Mechanic	Mechanic I, Irrigation
IT Systems Technician	Technician, IT Systems

EXHIBIT 5A (CONTINUED)
PROPOSED CLASSIFICATION CHANGES

Current Class Title	Recommended Class Title
Landscape Maintenance Manager	Manager II, Landscape Maintenance
Landscape/Grounds Technician II	Maintenance Worker II, Landscape
Landscape/Grounds Technician III	Crew Leader, Landscape
Landscape/Grounds Technician I-Parks	Maintenance Worker I, Landscape
Lead Code Compliance Inspector	Supervisor, Code Compliance & Parking Enforcement
Legal Office Manager	Manager II, Legal
Maintenance Worker/Equipment Operator I	Equipment Operator I
Maintenance Worker/Equipment Operator II	Equipment Operator II
Maintenance Worker/Equipment Operator III	Equipment Operator III
Market Manager	Coordinator, Farm and Market
Parking Enforcement Officer	Enforcement Officer, Parking
Parks & Grounds Technician	Maintenance Worker, Parks
Parks & Recreation Director	Director, Parks & Recreation
Permit Service Specialist	Specialist, Permit Services
Permitting Coordinator	Coordinator II, Permitting
Permitting Office Supervisor	Supervisor, Permitting Office
Planner	Senior Planner
Planning & Zoning Manager	Manager III, Planning & Zoning
Planning Associate	Associate, Planning
Public Information Officer	Information Officer, Public
Public Services Director	Director, Public Services
Public Services Office Manager	Manager I, Public Services Office
Public Works & Utilities Manager	Manager III, Public Works & Utilities
Records Specialist	Specialist, Records
Recreation Assistant	Assistant, Recreation
Recreation Program Manager	Manager I, Recreation Program
Revenue Coordinator	Coordinator III, Revenue
Solid Waste Manager	Manager I, Solid Waste
Special Permitting Office Coordinator	Coordinator III, Special Permitting
Streets Manager	Manager II, Streets
Treatment Operator-A	Lead Operator, Treatment Plant
Treatment Operator-B	Operator-B, Treatment Plant
Treatment Operator-C	Operator-C, Treatment Plant
Treatment Plant Operator-OC	Operator-C, Treatment Plant
Urban Farm Coordinator	Coordinator, Farm and Market
Utilities Mechanic II-Distribution	Service Worker II, Utilities
Utilities Mechanic II-Sewer	Service Worker II, Utilities
Utilities Mechanic III-Sewer	Service Worker III, Utilities
Utility Billing Specialist	Specialist, Utility Billing
Utility Customer Service Technician	Technician, Utility Customer Service

FINDING

When comparing the City's current job descriptions to the work described by employees in the JATs, Evergreen Solutions noted some tasks that were either missing from the job descriptions or were inappropriate to the current title. It is common for the tasks outlined in job descriptions to be reassigned to different classifications over time. As such, it is necessary for an organization to update its job descriptions regularly to ensure each job description accurately reflects the work performed.

RECOMMENDATION 2: Revise all job descriptions to include updated classification information provided in the JAT, and review job descriptions annually for accuracy.

The process of reviewing and updating the City's job descriptions as well as comments received from employees and supervisors during outreach revealed they did not, in some cases, accurately reflect current work performed. To minimize this becoming a concern again in the future, Evergreen Solutions recommends a regular review of these descriptions, and FLSA status determinations. To the extent possible, a review of the employee's assigned job classification (description) should occur concurrent with the employee's annual performance evaluation.

This would be an appropriate time to review the job description as it should accurately represent the work the employee has and will perform during the evaluation periods. Review of the FLSA determination as well as other aspects of the job, such as physical requirements required to perform essential functions of the job, will ensure consistent, continuous compliance with the American's with Disabilities Act (ADA). Updated, draft job descriptions will be provided to the City under separate cover.

5.2 COMPENSATION SYSTEM RECOMMENDATIONS

The compensation system analysis consisted of two parts: an external market assessment and an internal equity assessment. During the external market assessment, the City's pay ranges for selected benchmark classifications were compared to the average of the identified market. Details regarding the external market assessment were provided in **Chapter 4** of this report. As presented in **Chapter 4**, the City's current compensation structure, when compared against the cost of living adjusted averages of its peers was, on average, below the salary ranges of the benchmarked positions.

During the internal equity assessment, consideration of the relationships between and the type of work being performed by the City's employees were reviewed and analyzed. Specifically, a composite score was assigned to each of the City's classifications that quantified the classification's level of five separate compensatory factors that are inherent in any position across an organization: Leadership, Working Conditions, Complexity, Decision Making and Relationships. The level for each factor was determined based on responses to the JAT.

FINDING

The City's salary ranges were behind the desired market position for many of the benchmarked classifications indicating a need for revisions to the City's pay plan. A new, competitive open-range plan which replaces the current open-range plan provides the City with the ability to remain competitive in the labor market with its peers.

RECOMMENDATION 3: Implement a new, competitive open-range pay plan aligned with the City's compensation philosophy that reflects the desired market position and best practices; slot all classifications into the plan based on external and internal equity; and implement the new structure by transitioning employees' salaries into the plan.

Exhibit 5B shows the new open-range pay plan developed by Evergreen Solutions which has 29 open range pay grades, numbered 101 through 129. The range spreads of the pay grades begin at 50.0 percent in grades 101 through 109, increases to 55.0 percent in grades 110 through 120, increases to a spread of 60.0 percent in grades 121 through 124, with a 70 percent range spread for grades 125 through 129. Range spreads typically increase for the higher level positions to allow for employees within these classifications to stay in the position for longer periods of time without capping out of the pay range. In addition, the higher-level classifications' range spreads are larger to allow the City the ability to hire or retain employees with years of relevant experience. Seasoned employees are hired (or promoted) significantly above the grade minimum based on their acquired knowledge and experience. A larger pay range allows for growth within the pay range as few employees at the higher ranks are hired at the minimum of the range.

EXHIBIT 5B
PROPOSED OPEN RANGE PAY PLAN

Grade	Minimum	Midpoint	Maximum	Range Spread
101	$ 25,840	$ 32,300	$ 38,760	50%
102	$ 27,132	$ 33,915	$ 40,698	50%
103	$ 28,489	$ 35,611	$ 42,733	50%
104	$ 29,913	$ 37,392	$ 44,870	50%
105	$ 31,409	$ 39,261	$ 47,113	50%
106	$ 32,979	$ 41,224	$ 49,469	50%
107	$ 34,628	$ 43,285	$ 51,943	50%
108	$ 36,360	$ 45,450	$ 54,540	50%
109	$ 38,178	$ 47,722	$ 57,267	50%
110	$ 40,468	$ 51,597	$ 62,726	55%
111	$ 42,897	$ 54,693	$ 66,490	55%
112	$ 45,470	$ 57,975	$ 70,479	55%
113	$ 48,199	$ 61,453	$ 74,708	55%
114	$ 51,090	$ 65,140	$ 79,190	55%
115	$ 54,156	$ 69,049	$ 83,942	55%
116	$ 57,405	$ 73,192	$ 88,978	55%
117	$ 60,850	$ 77,583	$ 94,317	55%
118	$ 64,500	$ 82,238	$ 99,976	55%
119	$ 68,371	$ 87,172	$ 105,974	55%
120	$ 72,473	$ 92,403	$ 112,333	55%
121	$ 77,546	$ 100,810	$ 124,073	60%
122	$ 82,974	$ 107,866	$ 132,758	60%
123	$ 88,782	$ 115,417	$ 142,052	60%
124	$ 94,997	$ 123,496	$ 151,995	60%
125	$ 101,647	$ 137,223	$ 172,800	70%
126	$ 108,762	$ 146,829	$ 184,895	70%
127	$ 116,375	$ 157,107	$ 197,838	70%
128	$ 124,522	$ 168,104	$ 211,687	70%
129	$ 133,238	$ 179,872	$ 226,505	70%

Evergreen Solutions slotted each proposed classification into the appropriate pay grade in the recommended pay plan. Internal equity and external competitiveness were analyzed when slotting the classifications. Assigning pay grades to classifications requires a balance of internal equity, desired market position, and recruitment and retention concerns. Thus, market range data shown in **Chapter 4** were not the sole criteria for the proposed pay ranges. Some classifications' grade assignments varied from their associated market range due to the other factors mentioned above. The resulting recommended pay grades for each of the City's classifications are shown in **Exhibit 5C**. It should be noted that the recommended classification titles are utilized in the exhibits.

EXHIBIT 5C
PROPOSED PAY GRADES

Proposed Class Title	Proposed Grade	Proposed Minimum	Proposed Midpoint	Proposed Maximum
Administrative Technician	101	$ 25,840	$ 32,300	$ 38,760
Assistant, Recreation Park Custodian	102	$ 27,132	$ 33,915	$ 40,698
Equipment Operator I Maintenance Worker I, Landscape	104	$ 29,913	$ 37,392	$ 44,870
Caretaker, Cemetery Maintenance Worker II, Landscape Parks Maintenance Worker	105	$ 31,409	$ 39,261	$ 47,113
Coordinator, Farm and Market Enforcement Officer, Parking Equipment Operator II	106	$ 32,979	$ 41,224	$ 49,469
Administrative Specialist I Lead Coordinator, Farm and Market Technician, Utility Customer Service	107	$ 34,628	$ 43,285	$ 51,943
Administrative Specialist II Landscape Crew Leader Mechanic I, Irrigation Technician, Facilities Maintenance	108	$ 36,360	$ 45,450	$ 54,540
Coordinator I, CRA Coordinator I, Inspection Lifeguard, Beach Specialist, Permit Services Specialist, Records	109	$ 38,178	$ 47,722	$ 57,267
Administrative Assistant Assistant, Accounting Coordinator II, Code Compliance Coordinator II, Community Development Administration Coordinator II, Parks & Rec. Administration Coordinator II, Permitting Mechanic II, Fleet Operator-C, Treatment Plant Service Worker II, Utilities	110	$ 40,468	$ 51,597	$ 62,726
Associate, Planning Coordinator III, Revenue Coordinator III, Special Permitting Equipment Operator III HR Assistant Officer, Code Compliance Operator-B, Treatment Plant Specialist, Utility Billing Technician, IT Systems	111	$ 42,897	$ 54,693	$ 66,490

EXHIBIT 5C (CONTINUED)
PROPOSED PAY GRADES

Proposed Class Title	Proposed Grade	Proposed Minimum	Proposed Midpoint	Proposed Maximum
Executive Assistant to the City Manager Service Worker III, Utilities	112	$ 45,470	$ 57,975	$ 70,479
Lead Operator, Treatment Plant Supervisor, Code Compliance & Parking Enforcement	113	$ 48,199	$ 61,453	$ 74,708
Accountant Deputy City Clerk Supervisor, Permitting Office	114	$ 51,090	$ 65,140	$ 79,190
Chief Beach Lifeguard Director, Athletics Manager I, Code Compliance & Parking Enforcement Manager I, Fleet Manager I, Public Services Office Manager I, Recreation Program Manager I, Solid Waste Senior Accountant Senior Planner	115	$ 54,156	$ 69,049	$ 83,942
Information Officer, Public Manager II, Billing & Collection Accounting Manager II, CRA Manager II, Economic Development Manager II, Landscape Maintenance Manager II, Legal Manager II, Streets Manager II, Treatment Plant	116	$ 57,405	$ 73,192	$ 88,978
HR Generalist	117	$ 60,850	$ 77,583	$ 94,317
Manager III, Community Development Operations Manager III, Information System Manager III, Planning & Zoning Manager III, Public Works & Utilities	119	$ 68,371	$ 87,172	$ 105,974
Assistant Director, Community Development City Clerk Controller	120	$ 72,473	$ 92,403	$ 112,333
Deputy Director, Finance Deputy Director, Public Service Executive Director, CRA	122	$ 82,974	$ 107,866	$ 132,758
Director, HR & Risk Management Director, Parks & Recreation	123	$ 88,782	$ 115,417	$ 142,052
Director, Community Development Director, Finance Director, Public Services	124	$ 94,997	$ 123,496	$ 151,995
Assistant City Manager	126	$ 108,762	$ 146,829	$ 184,895
City Attorney	128	$ 124,522	$ 168,104	$ 211,687
City Manager	129	$ 133,238	$ 179,872	$ 226,505

After assigning pay grades to classifications, the next step was to develop a method for transitioning employees' salaries into the new pay plan. This was accomplished by utilizing an equitable approach for calculating salaries in the new pay grades and determining whether adjustments were necessary to individual salaries to bring them to the correct calculated salary. Evergreen Solutions utilized the following method in calculating employees' salaries.

Bring Employees' Salaries to New Minimums:

In this option, each employee's salary was adjusted to the minimum of their classification's proposed pay grade. If the current salary was already within the proposed pay range, no adjustment was made.

Utilizing this approach, adjustments were recommended for 9 employees with an approximate annualized cost of **$8,902.** This is the approximate cost for salary adjustments (only) and does not include the associated costs for employee benefits.

Move To Midpoint (Market) – 3 Tier (Class Tenure):

In this method, employees' salaries are moved to the market point (defined as midpoint of the proposed range) based on the total amount of tenure in the current classification. Employees with less than 2 years in current classification (and at least 1 year total tenure) are moved closer toward the market point of the proposed pay grade range, employees with between 2 and 5 years class tenure are moved even closer toward the market point, and employees with more than 5 years class tenure are moved to the midpoint of the pay grade range. For example, an employee's salary at 75% of the market point (Compa-Ratio) would be brought to 79% of the market point if class tenure were less than 2 years, but would be brought to 90% if class tenure were 2 to 5 years, and to midpoint if class tenure were greater than 5 years. This option is designed to progress employees to the grade midpoint in no more than 5 years in a classification. Employee salaries at or above the market point are unaffected. This option includes the Bring to Minimum cost.

Utilizing this approach, adjustments were recommended for 78 employees with an approximate annualized cost of **$150,552**. This is the approximate cost for salary adjustments (only) and does not include the associated costs for employee benefits.

5.3 COMPENSATION AND CLASSIFICATION SYSTEM ADMINISTRATION

The City's compensation and classification system will need periodic maintenance to ensure competitiveness and desired market position. The recommendations provided to improve the competiveness of the classification and compensation structure were developed based on conditions at the time the data were collected. Without proper upkeep, the potential for recruitment and retention issues may increase as the compensation and classification system becomes dated and less competitive.

RECOMMENDATION 4: Adopt the Job Assessment Tool and market data-based methodology from Evergreen to evaluate new and updated position titles.

The City should adopt the JAT and market-driven approach to be used for all future job evaluations. This process serves as an unbiased means to capture a snapshot of a position's current duties and requirements, as well as identify a reasonable level of compensation that aligns with the grade slotting established during the course of this study. Note that upon completion of this study, Evergreen will provide the City staff with training on using the study methodology and tools.

With this process in place, and continued use of the JAT and market data in making classification and compensation decisions, the City will ensure an equitable system is maintained. As noted, as part of this project, Evergreen will be providing HR staff with JAT and Job Force Manager training with access to all the tools necessary to continue this process.

RECOMMENDATION 5: Conduct small-scale salary surveys as needed to assess the market competitiveness of hard-to-fill classifications and/or classifications with retention issues and make adjustments to pay grade assignments if necessary.

While it is unlikely that the pay plan as a whole will need to be adjusted for several years, a small number of classifications' pay grades may need to be reassigned more frequently. If one or more classifications are exhibiting high turnover, or the City is having difficulty with recruitment, the City should collect salary range data from peer organizations to determine whether an adjustment is needed for the pay grade of the classification(s). If increasing a classification's pay grade based on market data does not help with the recruitment and/or retention issues, the City may find it necessary to offer incentives to attract employees for specific positions and/or to encourage current employees to remain in the position with the City.

RECOMMENDATION 6: Conduct a comprehensive classification and compensation study every three to five years.

Small-scale salary surveys can improve the market position of specific classifications however, Evergreen recommends that a full classification and compensation study be conducted every three to five years to preserve both internal and external equity for the City. Changes to classification and compensation occur, and while the increments of change may seem minor, they can compound over time. A failure to react to these changes quickly has the potential to place the City in a less than desirable position for recruiting and retaining quality employees.

The two previous recommendations are intended to maintain the competitiveness over time of particular job classifications, and classification and compensation structure as a whole, it is also necessary to review, and if necessary, establish guidelines for determining equitable pay practices for the City's job classifications.

RECOMMENDATION 7: Review and revise, as appropriate, guidelines for progressing employee salaries through the pay plan, including procedures for determining salaries of

newly hired employees and employees who have been promoted or transferred to a different classification or department.

The method of moving salaries through the pay plan and setting new salaries for new hires, promotions, and transfers depends largely on an organization's compensation philosophy. It is important for the City to have established guidelines for each of these situations, and to ensure that they are followed consistently for all employees. Common practices for progressing and establishing employee salaries are outlined below.

Salary Progression

There are several common methods for salary progression including cost of living adjustments (COLA)/across the board, time based, and employee performance based. The City intends to utilize both across the board and individual performance-based methods to progress employees' salaries in the classification's assigned pay range. It is the City's desire to continue to link employee performance with eligibility for salary advancement, it will be important to continue to review this process and as appropriate and make improvements. Training staff on the purpose of performance evaluations and desired results is important in order to maintain consistency and impartiality of this method of salary progression.

New Hires

A new employee's starting salary typically depends on the amount of education and experience the employee possesses beyond the minimum requirements for the job classification. It is common for an employee that possesses the minimum education and experience requirements for a classification to be hired at or near the classification's pay grade minimum. However, for recruiting and retention purposes, the City should have the ability to offer salaries to new employees and able to consider prior related experience. It is recommended that the City maintain this flexibility when establishing new employee salaries.

Promotions

When an employee is promoted to a new classification, it is important to ensure guidelines are in place for calculating the new salary in the new classification that rewards the employee as new and added responsibilities are taken on. Reviewing the job classification holistically to ensure internal equity is maintained in the new classification. For example, a range of three to seven percent increase is a common increase when promoting an employee into a new classification. The City should also take into consideration and ensure preservation of internal equity of employees' salaries within the classification.

Transfers

An employee transfer occurs when an employee is reassigned to a classification at the same pay grade as the current classification or when an employee's classification stays the same, but the department changes. In either of these cases, it is likely that no adjustment is necessary to the employee's salary. The only situation in which a salary adjustment would be needed for a transferred employee would be if the current salary is not aligned with the salaries of employees in the new classification or department. Should this occur, it may be

necessary to adjust the salary of the employee or the incumbents of the classification to ensure salary equity within the new classification.

5.4 SUMMARY

The recommendations in this chapter establish a total compensation system that would place the City at its desired market position. By implementing the new competitive pay plan and supportive administration practices, the City will have a responsive compensation and classification structure for years to come. The upkeep of these recommended systems will require work, however the City will find that having a competitive compensation and classification system that encourages strong recruitment and employee retention is well worth this commitment.

As noted at the beginning of this report: All analyses and recommendations were based on the current employee data provided to Evergreen at the time of the study. Job classifications and pay grade assignments were based on the analyses of the position and not on individual incumbents within the classification. Organizations typically experience significant changes in its human resources over time, and it is important to identify that the recommendations, job description revisions, proposed classification titles, and proposed pay grades contained in this report were based on current data at the time of the study's completion. The City will be required to make edits and changes as employee movement occurs within the City.

Recommendations and analyses were completed independently by Evergreen Solutions, LLC as provided in the contract for services to complete a comprehensive Classification and Compensation Study for the City of Dania Beach.

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 CITY MANAGER TO ENTER INTO A "PIGGYBACK" AGREEMENT FOR REAL ESTATE BROKERAGE AND LEASE MANAGEMENT SERVICES WITH COLLIERS INTERNATIONAL SOUTH FLORIDA, LLC AND THE CITY OF DANIA BEACH, FLORIDA ("CITY")

Purchasing Requests ONLY		
Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached
Signed Memo Colliers, R-2019- Colliers International South Florida Piggyback Agreement for Real Estate Brokerage and Lease Management Services, R-2019- Colliers International South Florida Piggyback Agreement for Real Estate Brokerage and Lease Management Services Exhibit A, R-2019- Colliers International South Florida Piggyback Agreement for Real Estate Brokerage and Lease Management Services Exhibit B

CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT
MEMORANDUM

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

DATE: June 25, 2019

TO: Honorable Mayor and Commissioners

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

VIA: Marc C. LaFerrier, AICP, Community Development Director

SUBJECT: Colliers Real Estate Services for Dania Beach Ocean Park

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Request

Approval of a Resolution authorizing an Agreement between the City of Dania Beach and Colliers International South Florida, LLC ("Colliers") for real estate brokerage and lease management services (Fort Lauderdale, Agreement BID 975-11940) for the Dania Beach Ocean Park.

Background

Colliers is currently assisting the Dania Beach CRA with professional real estate services for the City Center project.

In 2014, the City Commission unanimously adopted the Dania Beach Ocean Park Master Plan to determine future capital improvements, amenities, and opportunities that will improve enjoyment at the beach, enhance aesthetics and provide resilience from storms. On June 11, 2019, the City Commission by consensus unanimously agreed to purse solicitation for the development of a new beach grill restaurant with event space and adaptive reuse of the existing beach grill building.

In the best interest of the City, the following professional real estate services are needed to assist the City in implementing the Ocean Park Master Plan:

- Prepare a RFP document for a Public Private Partnership (P3) in accordance with the adopted Dania Beach Ocean Park Master Plan
- Prepare an Offering Memorandum and actively market the site for the development, construction and management of various uses including, but not limited to: new restaurants, new concessions, remodeled facilities, ancillary uses and other site improvements
- Assist City staff in evaluating and qualifying proposals and proposers
- Assist City staff in negotiation and the execution of a successful P3 agreement

Budgetary Impact

No direct budgetary impact. A fee of 4% of the Net Present Value of the initial term of the lease will be due to Colliers paid by the lessee/developer.

Recommendation

Approval of the attached Resolution and Agreement with Colliers

Attachment

Proposed Resolution and Agreement with Colliers

RESOLUTION NO. 2019-063

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A "PIGGYBACK" AGREEMENT FOR REAL ESTATE BROKERAGE AND LEASE MANAGEMENT SERVICES WITH COLLIERS INTERNATIONAL SOUTH FLORIDA, LLC AND THE CITY OF DANIA BEACH, FLORIDA ("CITY"); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 2014 the City Commission unanimously adopted the Dania Beach Ocean Park Master Plan to determine future capital improvements, amenities, and opportunities for the Dania Beach Ocean Park to better serve the public and residents of Dania Beach; and

WHEREAS, on June 11, 2019, the City Commission by consensus unanimously agreed to pursue a solicitation for the development of a new beach grill restaurant and adaptive reuse of the existing beach grill building for concessionaire use; and

WHEREAS, the City of Fort Lauderdale, Florida and one of its vendors have given permission to the City of Dania Beach to utilize available pricing under Bid 975-11940 Real Estate Brokerage Services dated April 7, 2017, awarded to Colliers International South Florida, LLC ("Colliers International") for which the contract has been renewed effective September 1, 2018 through August 31, 2019, a copy of which is attached as Exhibit "A" and which is made a part of and is incorporated into this Resolution by this reference; and

WHEREAS, in furtherance of the advancement of the Dania Beach Ocean Park Master Plan the City finds it is in its best interest to enter into a "piggyback" agreement with Colliers International for Real Estate Brokerage and Lease Management Services;

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 Manager is authorized to execute an agreement with Colliers International and the City of Dania Beach, Florida (the "City") to provide real estate brokerage and lease management services; an Agreement is attached as Exhibit "B", and it is made a part of and is incorporated into this Resolution by this reference.

Section 3. That the City Manager and City Attorney are authorized to make minor revisions to the related documents which are deemed necessary and proper and in the best interest of the City.

Section 4. That the Brokerage Agreement provides that all Brokerage Commissions (as such term is defined in the Brokerage Agreement) are to be paid by the Buyer or the Lessee (as such terms are defined in the Brokerage Agreement), as applicable, and all Management Fees shall be paid by the Lessee. No Brokerage Commissions, Management Fees or any other kind of fees shall be due from the City under the Brokerage Agreement.

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

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

PASSED and ADOPTED on June 25, 2019.

ATTEST:

THOMAS SCHNEIDER, CMC CITY CLERK	LORI LEWELLEN MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

Solicitation 975-11940

Real Estate Brokerage Services

Bid Designation: Public

CITY OF FORT LAUDERDALE

City of Fort Lauderdale

Bid 975-11940
Real Estate Brokerage Services

Bid Number	975-11940
Bid Title	Real Estate Brokerage Services
Bid Start Date	Apr 7, 2017 4:46:25 PM EDT
Bid End Date	May 1, 2017 2:00:00 PM EDT
Question & Answer End Date	Apr 24, 2017 5:00:00 PM EDT
Bid Contact	Hendry J Lopez Procurement Specialist I Finance / Procurement hlopez@fortlauderdale.gov
Pre-Bid Conference	**Apr 13, 2017 12:00:00 PM EDT** **Attendance is optional** **Location: City of Fort Lauderdale- City Hall** **100 N. Andrews Avenue** **8th floor, Conference Room** **Fort Lauderdale, FL 33301**

Description

The City of Fort Lauderdale, Florida (City) is seeking qualified, experienced and licensed firm(s) to provide proposals for Real Estate Brokerage Services for Citywide use, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

All questions must be submitted in writing through the BidSync questions and answers section. BidSync will charge no fee on awards made by the City of Fort Lauderdale.

All pricing should be identified on the Cost Proposal page provided in this RFP. No additional costs may be accepted, other than the costs stated on the Cost Proposal page. Failure to use the City's Cost Proposal page and provide costs as requested in this RFP may deem your proposal non-responsive.

City of Fort Lauderdale
Real Estate Brokerage Services
RFP # 975-11940

SECTION I – INTRODUCTION AND INFORMATION

1.1 Purpose

The City of Fort Lauderdale, Florida (City) is seeking qualified, experienced and licensed firm(s) to provide Real Estate Brokerage Services for the City's Manger's Office, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

1.2 Submission Deadline

Sealed proposals shall be delivered during the City's normal business hours in a sealed envelope and addressed to the City of Fort Lauderdale Procurement Services Division, 100 N. Andrews Avenue, #619, Fort Lauderdale, FL 33301 (City Hall) no later than the date and time specified, at which time and place the proposals will be publicly opened and the names of the firms will be read. After the deadline, proposals will not be accepted. Firms are responsible for making certain that their proposal is received at the location specified by the due date and time. The City of Fort Lauderdale is not responsible for delays caused by any mail, package or courier service, including the U.S. mail, or caused by any other occurrence or condition. The City's normal business hours are Monday through Friday, 8:00 a.m. through 5:00 p.m. excluding holidays observed by the City.

1.3 Pre-proposal Conference and Site Visit

There will be a pre-proposal conference and/or site visit scheduled for this Request for Proposal. It is strongly suggested that all Contractors attend the pre-proposal conference and/or site visit.

While attendance is not mandatory, meetings at other times will not be available. It is the sole responsibility of the Contractor to become familiar with the scope of the City's requirements and systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. It is strongly suggested that all Contractors attend the pre-proposal meeting.

1.4 BidSync

The City of Fort Lauderdale uses BidSync (www.bidsync.com) to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, posting results and issuing notification of an intended decision. There is no charge to register and download the RFP from BidSync. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available in BidSync well in advance of their intention of submitting a proposal to ensure familiarity with the use of BidSync. The City shall not be responsible for a Proposers inability to submit a Proposal by the end date and time for any reason, including issues arising from the use of BidSync.

1.5 Point of Contact

For information concerning procedures for responding to this solicitation, contact Procurement Specialist Hendry Lopez at (954) 828-5189 or email at hlopez@fortlauderdale.gov. Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by BidSync at www.bidsync.com. Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule. Material changes, if any, to

the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). Contractors please note: Proposals shall be submitted as stated in PART IV – Submittal Requirements. No part of your proposal can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in BidSync shall become part of any contract that is created from this RFP.

END OF SECTION

SECTION II - SPECIAL TERMS AND CONDITIONS

2.1 General Conditions

RFP General Conditions (Form G-107, Rev. 02/15) are included and made a part of this RFP.

2.2 Addenda, Changes, and Interpretations

It is the sole responsibility of each firm to notify the Buyer utilizing the question / answer feature provided by BidSync and request modification or clarification of any ambiguity, conflict, discrepancy, omission or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the Question and Answer (Q & A) Deadline. Requests received after this date may not be addressed. Questions and requests for information that would not materially affect the scope of services to be performed or the solicitation process will be answered within the question / answer feature provided by BidSync and shall be for clarification purposes only. Material changes, if any, to the scope of services or the solicitation process will only be transmitted by official written addendum issued by the City and uploaded to BidSync as a separate addendum to the RFP. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City and should be disregarded. All addenda are a part of the competitive solicitation documents and each firm will be bound by such addenda. It is the responsibility of each to read and comprehend all addenda issued.

2.3 Changes and Alterations

Proposer may change or withdraw a Proposal at any time prior to Proposal submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the Proposal deadline.

2.4 Proposer's Costs

The City shall not be liable for any costs incurred by proposers in responding to this RFP.

2.5 Pricing

All pricing should be identified on the Cost Proposal page provided in this RFP. No additional costs may be accepted, other than the costs stated on the Cost Proposal page. Failure to use the City's Cost Proposal page and provide costs as requested in this RFP may deem your proposal non-responsive.

Contractor must quote a firm, fixed price for all services stated in the RFP. All costs including travel shall be included in your proposal. The City shall not accept any additional costs including any travel associated with coming to the City of Fort Lauderdale.

Prices proposed shall be valid for at least One-Hundred and Twenty (120) days from time of RFP opening unless otherwise extended and agreed upon by the City and proposer.

2.6 Invoices/Payment

Payment terms will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last, in accordance with the Florida Local Government Prompt Payment Act. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award.

2.7 Related Expenses/Travel Expenses

All costs including travel are to be included in your proposal. The City will not accept any additional costs.

2.8 Payment Method

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed. Payments will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of a contract. See Contract Payment Method form attached.

2.9 Mistakes

The consultant shall examine this RFP carefully. The submission of a Proposal shall be prima facie evidence that the consultant has full knowledge of the scope, nature, and quality of the work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed. Ignorance of the requirements will not relieve the consultant from liability and obligations under the Contract.

2.10 Acceptance of Proposals / Minor Irregularities

2.10.1 The City reserves the right to accept or reject any or all proposals, part of proposals, and to waive minor irregularities or variances to specifications contained in proposals which do not make the proposal conditional in nature and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a respondent an advantage or benefit not enjoyed by other respondents, does not adversely impact the interests of other firms or, does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue a Request for Proposal.

2.10.2 The City reserves the right to disqualify Proposer during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer.

2.11 Modification of Services

2.11.1 While this contract is for services provided to the department referenced in this Request for Proposals, the City may require similar work for other City departments. Successful Proposer agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Successful Proposer.

2.11.2 The City reserves the right to delete any portion of the work at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished and approved by the City on any portion of a contract resulting from this RFP, the Successful Proposer shall be paid for the work completed on the basis of the estimated percentage of completion of such portion to the total project cost.

2.11.3 The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Successful Proposer agrees to provide such items or services, and shall provide the City prices on such additional items or services. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to

procure those items or services from other vendors, or to cancel the contract upon giving the Successful Proposer thirty (30) days written notice.

2.11.4 If the Successful Proposer and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Successful Proposer will submit a revised budget to the City for approval prior to proceeding with the work.

2.12 No Exclusive Contract

Proposer agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

2.13 Sample Contract Agreement

A sample of the formal agreement template, which may be required to be executed by the awarded vendor can be found at our website
http://fortlauderdale.gov/purchasing/AWARDS/CONTRACT_TEMPLATE_SERVICES.pdf

2.14 Responsiveness

In order to be considered responsive to the solicitation, the firm's proposal shall fully conform in all material respects to the solicitation and all of its requirements, including all form and substance.

2.15 Responsibility

In order to be considered as a responsible firm, firm shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

2.16 Minimum Qualifications

Proposers shall be in the business of Real Estate and must possess sufficient financial support, equipment and organization to ensure that it can satisfactorily perform the services if awarded a Contract. Proposers must demonstrate that they, or the key staff assigned to the project, have successfully provided services with similar magnitude to those specified in the scope of services to at least one entity similar in size and complexity to the City of Fort Lauderdale or can demonstrate they have the experience with large scale private sector clients and the managerial and financial ability to successfully perform the work.

Proposers shall satisfy each of the following requirements cited below. Failure to do so may result in the proposal being deemed non-responsive.

2.16.1 Proposer or principals shall have relevant experience in Real Estate and Brokerage services. Project manager assigned to the work must have experience as a real estate agent and/or broker and have served as project manager on similar projects.

2.16.2 Before awarding a contract, the City reserves the right to require that a Proposer submit such evidence of qualifications as the City may deem necessary. Further, the City may consider any evidence of the financial, technical, and other qualifications and abilities of a firm or principals, including previous experiences of same with the City

and performance evaluation for services, in making the award in the best interest of the City.

2.16.3 Firm or principals shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.

2.16.4 Neither firm nor any principal, officer, or stockholder shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.

2.17 Lobbying Activities

Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-00-27 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at: http://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyist_ordinance.pdf.

2.18 Local Business Preference

2.18.1 Section 2-199.2, Code of Ordinances of the City of Fort Lauderdale, provides for a local business preference. In order to be considered for a local business preference, a proposer must include the Local Business Preference Certification Statement of this RFP, as applicable to the local business preference class claimed at the time of Proposal submittal:

2.18.2 Upon formal request of the City, based on the application of a Local Business Preference the Proposer shall within ten (10) calendar days submit the following documentation to the Local Business Preference Class claimed:

a. Copy of City of Fort Lauderdale current year business tax receipt, or Broward County current year business tax receipt, and

b. List of the names of all employees of the proposer and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

2.18.3 Failure to comply at time of Proposal submittal shall result in the Proposer being found ineligible for the local business preference.

2.18.4 The complete local business preference ordinance may be found on the City's web site at the following link: http://fortlauderdale.gov/home/showdocument?id=6422

2.18.5 Definitions

The term "Business" shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in a particular work in the State of Florida. Business shall be broken down into four (4) types of classes:

1. Class A Business – shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City and shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
2. Class B Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City or shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
3. Class C Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of Broward County.
4. Class D Business – shall mean any Business that does not qualify as either a Class A, Class B, or Class C business.

2.19 Protest Procedure

2.19.1 Any Proposer or Bidder who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law may protest to the director of procurement services division (director), by delivering a letter of protest to the director within five (5) days after a notice of intent to award is posted on the city's web site at the following link: http://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award.

2.19.2 The complete protest ordinance may be found on the city's web site at the following link: http://www.fortlauderdale.gov/purchasing/protestordinance.pdf

2.20 Public Entity Crimes

Contractor, by submitting a proposal attests she/he/it has not been placed on the convicted vendor list. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

2.21 Subcontractors

2.21.1 If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid response. Such information shall be subject to review, acceptance and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets City approval.

2.21.2 Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's

subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, at Contractor's expense, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's subcontractors for payment for work performed for the City.

2.21.3 Contractor shall require all of its subcontractors to provide the required insurance coverage as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the contractor.

2.22 Proposal Security – N/A

2.23 Payment and Performance Bond – N/A

2.24 Insurance Requirements

2.24.1 The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an "additional insured" with relation to General Liability Insurance. This MUST be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate. Any costs for adding the City as "additional insured" will be at the contractor's expense.

2.24.2 The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any stipulated insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

2.24.3 The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that precludes coverage for work contemplated in this RFP shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Florida Statute 440
Employers' Liability - $500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at www.fldfs.com.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage $1,000,000. This coverage must include, but not limited to:

a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
b. Coverage for Premises/Operations
c. Products/Completed Operations
d. Broad Form Contractual Liability
e. Independent Contractors

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	$250,000 each person, $500,000 each occurrence
Property damage	$100,000 each occurrence

Professional Liability (Errors & Omissions)

Consultants
Limits: $2,000,000 per occurrence

2.24.4 A copy of **ANY** current Certificate of Insurance should be included with your proposal.

2.24.5 In the event that you are the successful Proposer, you will be required to provide a certificate naming the City as an "additional insured" for General Liability. Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue, Room 619
Fort Lauderdale, FL 33301

2.25 Award of Contract

A Contract (the "Agreement") may be awarded by the City Commission. The City reserves the right to execute or not execute, as applicable, a contract with the Proposer(s) that is determined to be in the City's best interests. The City reserves the right to award a contract to more than one Proposer, at the sole and absolute discretion of the in the City.

2.26 Unauthorized Work

The Successful Proposer(s) shall not begin work until a Contract has been awarded by the City Commission and a notice to proceed has been issued. Proposer(s) agree and understand that the issuance of a Purchase Order and/or Task Order shall be issued and provided to the Successful Proposer(s) following Commission award; however, receipt of a purchase order and/or task order shall not prevent the Successful Proposer(s) from commencing the work once the City Commission has awarded the contract and notice to proceed is issued.

2.27 Damage to Public or Private Property – N/A

2.28 Safety – N/A

2.29 Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

2.29.1 The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

2.29.2 The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

2.29.3 No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

2.29.4 The non performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

2.30 Canadian Companies

The City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

2.31 News Releases/Publicity

News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.

2.32 Manufacturer/Brand/Model Specific Request – N/A

2.33 Contract Period

The initial contract term shall commence upon date of award by the City or June 17, 2017, whichever is later, and shall expire one year from that date. The City reserves the right to extend the contract for three, additional one year terms, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than 120 days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

2.34 Cost Adjustments

Prices quoted shall be firm for the initial contract term of one year. No cost increases shall be accepted in this initial contract term. Please consider this when providing pricing for this request for proposal.

Thereafter, any extensions which may be approved by the City shall be subject to the following: costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, and shall not exceed five percent (5%).

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending 12/31, prior to the end of the contract year then in effect, as compared to the index for the comparable month, one-year prior.

Any requested adjustment shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract will be considered cancelled on the scheduled expiration date.

2.35 Service Test Period

If the Contractor has not previously performed the services to the city, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contact, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract. This trial period will then become part of the initial contract period.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor (if applicable).

2.36 Contract Coordinator

The City may designate a Contract Coordinator whose principal duties shall be:

Liaison with Contractor.
Coordinate and approve all work under the contract.
Resolve any disputes.
Assure consistency and quality of Contractor's performance.
Schedule and conduct Contractor performance evaluations and document findings.
Review and approve for payment all invoices for work performed or items delivered.

2.37 Contractor Performance Reviews and Ratings

The City Contract Coordinator may develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

Excellent	Far exceeds requirements.
Good	Exceeds requirements
Fair	Just meets requirements.
Poor	Does not meet all requirements and contractor is subject to penalty provisions under the contact.
Non-compliance	Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report, and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of contract extension.

2.38 Substitution of Personnel

It is the intention of the City that the Contractor's personnel proposed for the contract will be available for the contract term. In the event the Contractor wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause. See Section 5.09 General Conditions.

2.39 Insurance for Collection of Credit Card Payments – N/A

2.40 Ownership of Work

The City shall have full ownership and the right to copyright, otherwise limit, reproduce, modify, sell, or use all of the work or product produced under this contract without payment of any royalties or fees to the Contractor above the agreed hourly rates and related costs.

2.41 Condition of Trade-In Equipment – N/A

2.42 Conditions of Trade-In Shipment and Purchase Payment – N/A

2.43 Verification of Employment Status – N/A

2.44 Service Organization Controls – N/A

2.45 Warranties of Usage

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

END OF SECTION

SECTION III - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

01. PURPOSE

The purpose of this Request for Proposal (RFP) is to select a qualified Real Estate Brokerage firm to provide professional services related to real property assets owned by the City of Fort Lauderdale.

The selected firm will be responsible for assisting the City Manager's staff with brokerage services, which may include: (i) providing advice regarding property valuation, (ii) portfolio organization and analysis, (iii) strategic planning for property leasing and disposal, (iv) listing services for sale of City surplus property, (v) overseeing escrow for such sales and (vi) lease management. The deliverables may include valuation, marketing and strategic planning reports as specified in each task order that may be issued during the term of the agreement.

The City is looking for a firm with experience in the Fort Lauderdale market area in marketing, leasing and selling properties for owners with large portfolios of properties. The brokers of the firm to be assigned to this contract should have familiarity with laws and practices applicable to public agency real estate matters.

The successful proposer is referred to as the Contractor throughout this RFP.

02. BACKGROUND

The City, with its current broker on contract, manages a real estate portfolio of approximately 40 properties, some of which are used for City operations and services. The City desires to develop a strategic plan that inventories all City-owned vacant surplus and/or controlled property, its current use, and outlines recommendations for the best use of the property. The Contractor shall be responsible for identifying which properties have the most potential to generate revenue, through sale or leasing, proposed marketing strategies and timelines for appropriate action.

Further, the City desires for the Contractor to manage City leases with City as lessor and City license agreements.

03. SCOPE OF SERVICES

Upon award of the contract, the Contractor shall provide a review and assessment of all City-owned vacant and/or underutilized property, its current use, and recommendations for the best use of the property. This review and assessment should not include single-family lots. The City reserves the right to add or subtract parcels from their portfolio:

A. The Contractor shall evaluate City-owned vacant and/or underutilized land; and as a result provide an assessment of revenue potential and recommendations and planning for expedited/streamlined disposition of that City-owned land.

B. The Contractor is expected to produce a draft report, including a recommendation section for City review, by no later than one hundred and twenty (120) days after the commencement of the contract. The report should summarize the costs and potential revenue associated with

the sale of each property; state goals as they relate to the City; identify properties which present an opportunity as they are determined to be underutilized or surplus to City needs and present a specific plan of action to meet the City's goals of revenue generation. In accordance with Florida Statute 166.0451, the report shall identify all real property that is appropriate for use as affordable housing. The final report will reflect City comments and be produced within one hundred and eighty (180) days of commencement of the contract. Recommendations made by the Contractor, at any time during the creation of the strategic plan, may be brought to the City and, if approved, be assigned as a project. Such projects should be identified within, and will count toward, the fulfillment of the goals of the strategic plan.

C. The Contractor will also identify best practices related to public sector real estate portfolio management that would be beneficial to the City in the ongoing management of its real estate assets. Such practices may include digital applications made available to the City to accurately review the inventory of City-owned property.

D. All real estate transactions are to be processed with approval of the City and in accordance with applicable rules, regulations, ordinances, and City Charter of the City of Fort Lauderdale.

E. In all matters concerning the above Section A, compensation for work performed shall be performance based. Specifically, compensation shall be derived from the sales transaction proceeds

F. The Contractor shall include, in response, proposed commission percentage. All sales commission to be paid by the buyer.

1) Through the term of the contract, the Contractor, under the direction and control of the City:

- The Contractor shall provide quarterly updated reports of all identified City-owned surplus and under-utilized sites, including escheated properties; and Contractor shall continue to prioritize opportunities for utilization or disposal, identifying which have the greatest opportunity to maximize revenue to the City in the shortest period of time.

- The Contractor shall manage all City leases with City as lessor and all City license agreements. The Contractor shall be required to immediately report to the applicable City staff when the party in contract with the City is in violation of respective agreement.

- The Contractor shall handle marketing of properties for sale or lease including providing updated and accurate listing information on the City's website.

- All lease matters are to be processed with approval of the City and in accordance with applicable rules, regulations, ordinances, and City Charter of the City of Fort Lauderdale.

- In all matters concerning this Section, compensation for work performed shall be performance based. Specifically, compensation shall be derived from the percentage of lease costs.

- The Contractor shall include, in response, proposed lease cost percentage.

- The Contractor shall include, in response, their hourly rate of advisory services where a Commission will not be earned.

- The Contractor team should include experts in:
  a. Commercial and Industrial Development
  b. Hospitality Industry
  c. Multi-family and Condominium Industry
  d. Marina Industry

- The Contractor shall periodically, but no less than two times per year, and at mutually agreed upon dates, present to applicable staff the current state of the City of Fort Lauderdale real estate market. The presentations will serve the purpose of highlighting local real estate trends and forecasts.

END OF SECTION

SECTION IV – SUBMITTAL REQUIREMENTS

4.1 Instructions

4.1.1 Although proposals are accepted 'hard copy', the City of Fort Lauderdale uses Bidsync (www.bidsync.com) to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, responding to questions / requests for information. There is no charge to register and download the RFP from Bidsync. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available in Bidsync well in advance of their intention of submitting a proposal to ensure familiarity with the use of Bidsync. The City shall not be responsible for a Proposer's inability to submit a proposal by the end date and time for any reason, including issues arising from the use of Bidsync.

4.1.2 Careful attention must be given to all requested items contained in this RFP. Proposers are invited to submit proposals in accordance with the requirements of this RFP. Please read entire solicitation before submitting a proposal. Proposers must provide a response to each requirement of the RFP. Proposals should be prepared in a concise manner with an emphasis on completeness and clarity. Notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFP text is followed.

4.1.3 All information submitted by Proposer shall be typewritten or provided as otherwise instructed to in the RFP. Proposers shall use and submit any applicable or required forms provided by the City and attach such to their proposal. Failure to use the forms may cause the proposal to be rejected and deemed non-responsive.

4.1.4 Proposals shall be submitted by an authorized representative of the firm. Proposals must be submitted in the business entities name by the President, Partner, Officer or Representative authorized to contractually bind the business entity. Proposals shall include an attachment evidencing that the individual submitting the proposal, does in fact have the required authority stated herein.

4.1.5 All proposals will become the property of the City. The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes. Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person

or entity as a result of the city's treatment of records as public records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT. CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-828-5002, PRRCONTRACT@FORTLAUDERDALE.GOV, CITY CLERK'S OFFICE, 100 NORTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

4.1.6 One original and two copies plus five electronic (soft) copy of your proposal shall be delivered in a sealed package with the RFP number, due and open date, and RFP title clearly marked on the outside by the due date and time (deadline) to the address specified in Section I, 1.2 – Submission Deadline. It is the sole responsibility of the respondent to ensure their proposal is received on or before the date and time stated, in the specified number of copies and in the format stated herein.

4.1.7 By submitting a response Proposer is confirming that the firm has not been placed on the convicted vendors list as described in Section §287.133 (2) (a) Florida Statues; that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the firm.

4.2 Contents of the Proposal

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating proposals. Proposals should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFP. The City prefers that proposals be no more than 50 pages double-sided, be bound in a soft cover binder, and utilize recyclable materials as much as practical. Elaborate binders are neither necessary nor desired. Please place the labeled DVD/CD in a paper sleeve. The proposals shall be organized and divided into the sections indicated herein. These are not inclusive of all the information that may be necessary to properly evaluate the proposal and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the respondent in proposal to specific requirements stated herein or through the RFP.

4.2.1 Table of Contents

The table of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages should be consecutively numbered and correspond to the Table of Contents.

4.2.2 Executive Summary

Each Offeror must submit an executive summary that identifies the business entity, its background, main office(s), and office location that will service this contract. Identify the officers, principals, supervisory staff and key individuals who will be directly involved with the work and their office locations. The executive summary should also summarize the key elements of the proposal.

4.2.3 Experience and Qualifications

Indicate the firm's number of years of experience in providing the professional services as it relates the work contemplated. Provide details of past projects for agencies of similar size and scope, including information on your firm's ability to meet time and budget requirements. Indicate the firm's initiatives towards its own sustainable business practices that demonstrate a commitment to conservation. Indicate business structure, IE: Corp., Partnership, LLC. Firm should be registered as a legal entity in the State of Florida; Minority or Woman owned Business (if applicable); Company address, phone number, fax number, E-Mail address, web site, contact person(s), etc. Relative size of the firm, including management, technical and support staff; licenses and any other pertinent information shall be submitted.

4.2.4 Approach to Scope of Work

Provide in concise narrative form, your understanding of the City's needs, goals and objectives as they relate to the project, and your overall approach to accomplishing the project. Give an overview on your proposed vision, ideas and methodology. Describe your proposed approach to the project. As part of the project approach, the proposer shall propose a scheduling methodology (time line) for effectively managing and executing the work in the optimum time. Also provide information on your firm's current workload and how this project will fit into your workload. Describe available facilities, technological capabilities and other available resources you offer for the project.

4.2.5 References

Provide at least three references, preferably government agencies, for projects with similar scope as listed in this RFP. Information should include:

- Client Name, address, contact person telephone and E-mail addresses.
- Description of work.
- Year the project was completed.
- Total cost of the project, estimated and actual.

Note: Do not include City of Fort Lauderdale work or staff as references to demonstrate your capabilities. The Committee is interested in work experience and references other than the City of Fort Lauderdale.

4.2.6 Minority/Women (M/WBE) Participation

If your firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, provide copies of your certification(s). If your firm is not a certified M/WBE, describe your company's previous efforts, as well as planned efforts in meeting M/WBE procurement goals under Florida Statutes 287.09451.

4.2.7 Subcontractors

Proposer must clearly identify any subcontractors that may be utilized during the term of this contract.

4.2.8 Required Forms

a. Proposal Certification
Complete and attach the Proposal Certification provided herein.

b. Cost Proposal
Provide firm, fixed, costs for all services/products using the form provided in this request for proposal. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.

c. Non-Collusion Statement
This form is to be completed, if applicable, and inserted in this section.

d. Local Business Preference (LBP)
This form is to be completed, if applicable, and inserted in this section

e. Contract Payment Method
This form must be completed and returned with your proposal. Proposers must presently have the ability to accept these credit cards or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

f. Sample Insurance Certificate
Demonstrate your firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the Insurance Companies names for the required coverage and limits.

END OF SECTION

SECTION V – EVALUATION AND AWARD

5.1 Evaluation Procedure

5.1.1 Bid Tabulations/Intent to Award

Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process, requiring City Commission action, may be found at http://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award. Tabulations of receipt of those parties responding to a formal solicitation may be found at http://www.fortlauderdale.gov/departments/finance/procurement-services/bid-results, or any interested party may call the Procurement Office at 954-828-5933.

5.1.2 Evaluation of proposals will be conducted by an Evaluation Committee, consisting of a minimum of three members of City Staff, or other persons selected by the City Manager or designee. All committee members must be present at scheduled evaluation meetings. Proposals shall be evaluated based upon the information and references contained in the responses as submitted.

5.1.3 The Committee may short list no less than three Proposals, assuming that three proposals have been received, that it deems best satisfy the weighted criteria set forth herein. The committee may then conduct interviews and/or require oral presentations from the short listed Proposers. The Evaluation Committee shall then re-score and re-rank the short listed firms in accordance with the weighted criteria.

5.1.4 The City may require visits to the Proposer's facilities to inspect record keeping procedures, staff, facilities and equipment as part of the evaluation process.

5.1.5 The final ranking and the Evaluation Committee's recommendation may then be reported to the City Manager for consideration of contract award.

5.2 Evaluation Criteria

5.2.1 The City uses a mathematical formula to determine the scoring for each individual responsive and responsible firm based on the weighted criteria stated herein. Each evaluation committee member will rank each firm by criteria, giving their first ranked firm a number 1, the second ranked firm a number 2, and so on. The City shall multiply that average ranking by the weighted criterion identified herein to determine the total the points for each proposer. The lowest average final ranking score will determine the recommendation by the evaluation committee to the City Manager.

5.2.2 Weighted Criteria

ABILITY TO MEET OBJECTIVES	
Understands the scope of the project	10%
Percent Sales Commission to Contractor	20%
Percent Lease Cost to Contractor	20%
Hourly rate for advisory services where a Commission will not be earned	15%

References, Past Performance, Staff Experience, Experience of the Firm, Firms Resources and Facilities	25%
Problem identification and the proposed method to accomplish the work required.	10%
TOTAL PERCENT AVAILABLE:	100%

5.3 Contract Award

The City reserves the right to award a contract to that Consultant who will best serve the interest of the City. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations of the submittal requirements and RFP process.

END OF SECTION

SECTION VI - COST PROPOSAL PAGE

Proposer Name: _____

Proposer agrees to supply the products and services at the prices bid below in accordance with the terms, conditions and specifications contained in this RFP.

Cost to the City: Contractor must quote firm, fixed, costs for all services/products identified in this request for proposal. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.

Notes:

Attach a breakdown of costs including but not limited to labor, equipment, materials and parts.

1. Proposed commission percentage as defined in Section III _____%
2. Proposed lease cost percentage as defined in Section III _____%
3. Hourly rate for advisory services where commission is not earned $_____
   (The estimated number of hours the city expects to utilize these services is 500 hours per year. The hours may vary depending on the need of the city.)

Failure to use the City's COST PROPOSAL Page and provide costs as requested in this RFP, may deem your proposal non-responsive.

Submitted by:

_____	_____
Name (printed)	Signature
_____	_____
Date	Title

ARTICLE VIII. - PUBLIC PROPERTY

Sec. 8.01. - Sale of personal property; procedure; public notice.

Personal property belonging to the city shall not be sold, except where competitive bidding conditions have been maintained. Where the value of the personal property exceeds five thousand dollars ($5,000.00), same may not be sold except after public notice to bidders by publication. The sale shall be made to the highest and best bidder for cash, and no personal property shall be sold on terms. The provisions of this section shall not apply in instances where depreciated personal property is traded in on new equipment, bought by the city, but in such instances the amount allowed for personal property traded in on new equipment purchased must be definitely specified in the bid.

Sec. 8.02. - Sale of public lands and of public property to public bodies.

City of Fort Lauderdale is hereby authorized and empowered to enter into contracts with and to sell, alienate, exchange, give, grant or convey to United States of America or any of its departments or agencies, State of Florida or any of its counties, districts, subdivisions or agencies, or to any public body, any public places or any public property, real or personal, now owned by said City of Fort Lauderdale or hereafter acquired, to be used by such public body or agency for a public purpose, or make improvements upon public property used for a public purpose, under the following conditions, to-wit:

(a) The city commission shall first adopt a resolution determining and declaring its intention to sell, alienate, give, exchange, grant, or convey certain public property to a designated public body, or make improvement to public property, and such resolution shall particularly describe the public lands, public property, improvements or places intended to be conveyed or improved, the purchase price to be paid, if any, the public purpose for which such land or such property will be used by the grantee, and other details of the sale, and designate a day not less than thirty (30) days after the adoption of such resolution, on which a public hearing will be had before the city commission upon such proposal.

(b) If any public property intended to be sold, alienated, given away, granted or conveyed to any other public body is encumbered by any bonds or obligation for which such property or the revenue derived therefrom is specially pledged, provision must be made in the proposal and plan to simultaneously discharge and pay the obligations for payment of which such lands or revenues derived therefrom are specially pledged.

(c) Such resolution shall be published in full in two (2) issues of a newspaper published in said city with the first publication not less than ten (10) days before such public hearing and the second publication one (1) week after the first publication.

(d) At the time designated for a public hearing, the terms of the proposal and the use of the property shall be explained to the public and opportunity given for citizens and taxpayers to be heard upon such proposal.

(e) At such meetings, or any designated adjourned meeting, the city commission shall pass another resolution either confirming or repealing the resolution previously adopted, or confirming the previous resolution with amendments or additions. If the previous resolution is confirmed in its original form, or with amendments or additions, such confirming resolution shall direct the proper city officials to execute and deliver deed of conveyance under the terms and conditions set out in the resolution as confirmed.

(f) The provisions of this section to the contrary notwithstanding, the city may sell (for fair market value) or trade (for like value) surplus stock of supplies or equipment belonging to the city to another governmental entity by any procedure as may be established under the "Purchasing Ordinance of the City of Fort Lauderdale" [Code ch. 2, art. V, div. 2].

Sec. 8.03. - Acquiring right-of-way for purpose of conveying same to a public body.

City of Fort Lauderdale is hereby authorized and empowered to give, grant and convey to the State of Florida and its political subdivisions or agencies, or the County of Broward, for right-of-way purposes, any lands owned by the city or lands acquired by the city for the purpose of conveying same to a public body, and to enter into contracts with such public body providing for the acquisition or conveyance of any of such lands or public property by the city; and to expend public moneys of the city and exchange public property of the city with private persons in acquiring or conveying needed right-of-way, removing utility installation, furnishing easements and making improvements upon public property, under such terms and conditions as the city commission by resolution may prescribe. The power herein granted is in addition to the authority elsewhere granted herein and the exercise of same is not limited or restricted by the procedure provided in section 8.02 above. The provisions of this section shall apply only to conveyances and expenditures for public road purposes within the corporate limits.

Sec. 8.04. - Sale of real property to private persons, firms or corporations.

City of Fort Lauderdale is hereby authorized and empowered to sell any public lands and improvements thereon, title to which is vested in City of Fort Lauderdale, to any private person, firm or corporation (other than a public body) under the following conditions, to-wit:

(a) *Resolution declaring property not needed for public use.* The city commission shall adopt a resolution at a regular meeting of the city commission particularly describing the land by metes and bounds, reference to a recorded plat or government survey, its location by street number, if any there be, a description of all improvements located upon the land, and shall declare how said land has been used since same has belonged to the city, why it is desirable to sell same, and that the city does declare and determine that it is for the best interests of the city that such lands and facilities be sold. The resolution declaring that such lands be sold shall state whether the sale shall be made for cash or terms. Where the value of the land is determined by the city commission to be less than ten thousand dollars ($10,000.00), the sale shall be for cash. Where the value of the land is determined by the city commission to exceed ten thousand dollars ($10,000.00), the city commission may sell same for twenty-five (25) percent cash and the balance upon terms, with installments due yearly, not exceeding ten (10) years, with interest to be determined by the city commission. The city shall sell, without competitive bidding, to the party making the best offer, but the city may reject any and all offers at any time. Offers shall be accompanied by cashier's checks or certified checks payable to the city in an amount equal to at least ten (10) percent of the offer. In no event shall the sale be for less than seventy-five (75) percent of the appraised value of the property as determined by the city commission.

(b) *Notice; offers.* Within seven (7) days after the adoption of the resolution, it shall be published by the city in one (1) issue of the official newspaper. Offers shall be accompanied by cashier's checks or certified checks payable to the city in an amount equal to at least ten (10) percent of the offer.

(c) *Protests.* During the period intervening between the adoption of the resolution and the date of sale, taxpayers and registered electors of the city may protest or object to the sale, or propose other public uses for the said property, and the city commission may rescind its former action and repeal the resolution declaring the property should be sold, if it deems same expedient and proper.

(d) *Authority to sell; cemetery lots excepted.* Subject to the foregoing provisions, City of Fort Lauderdale is hereby empowered to sell and dispose of any lands, improvements, public buildings, recreational parks and other lands now owned or hereafter acquired by said city, and in the deed of conveyance may place such conditions, limitations and restrictions on the use of such property by the purchasers as to the city commission shall seem proper. The above restrictions as to sale of public property shall not apply to sale of municipal cemetery lots, which are subject to rules and regulations governing same.

(e) *Resolution accepting offer and authorizing conveyance.* At any regular meeting after publication of the resolution as heretofore provided in paragraph (b), the city commission may adopt a resolution accepting the best offer and authorizing the execution of a deed of conveyance; provided that if such property is encumbered by any bonds or obligations for which such

property or the revenue derived therefrom is specially pledged, the purchase price must be sufficient to pay and discharge such bonds or obligations according to the terms thereof.

(f) Notwithstanding the provisions of this section or other provisions of this article, City of Fort Lauderdale shall have the right to exchange, deed or convey portions of publicly owned lands, or grant concessions, leases or rights therein to private persons, in consummating a transaction whereby City of Fort Lauderdale acquires property needed in connection with a public improvement or a public use.

(g) The City of Fort Lauderdale is hereby authorized to pay a real estate commission to any registered real estate broker, licensed to do business in the State of Florida, who negotiates and procures a purchaser or tenant for any real estate sold or leased by the City of Fort Lauderdale. Such real estate commission shall only be paid, however, on the consummation of such sale or lease, and the commission paid shall in each instance be determined by the city commission based upon what it believes to be a fair and equitable commission for the service to be rendered.

Sec. 8.05. - Leases for not more than one year.

(a) The City of Fort Lauderdale is hereby empowered to lease or grant concessions for a period not exceeding one (1) year in any public property, upon a majority vote of the city commission, or by or through any board, commission, officer, manager or city manager designated by ordinance to do so. Included in properties which may be leased are airports and airport property, public recreational facilities, golf courses, tennis courts, recreational halls, stadiums, football fields, baseball fields, playgrounds, public beaches, swimming pools, fishing piers, yacht basins, docks and wharves; and the list enumerated is not exclusive but merely indicative of the class of public property deemed to be operated in a proprietary capacity. The provisions of this section shall also be applicable to leases to civic or charitable organizations, public nonprofit corporations, and like organizations, not exceeding one (1) year.

(b) Any and all leases of one (1) year or less previously entered into by the City of Fort Lauderdale with any civic or charitable organizations, public nonprofit corporations, or like organizations are hereby ratified and confirmed.

Sec. 8.06. - Leases at Bahia-Mar.

Leases for the city property known as Bahia-Mar may be negotiated by the city commission without the necessity of public bid; provided, however, that no such lease shall be for an initial term longer than fifty (50) years. Extensions of or amendments to such leases may likewise be negotiated without necessity of public bid; provided, however, that no such extension or amendment shall be for an additional term longer than fifty (50) years beyond the original termination date of the lease which is to be extended or amended. The provisions of this section are notwithstanding the limitations provided in sections 8.05 and 8.09.

Sec. 8.07. - Leases with governmental entities or agencies for governmental purposes.

The City of Fort Lauderdale is hereby empowered to lease to other governmental entities or agencies for governmental purposes, for periods of not more than fifty (50) years, any property of the city, without the necessity for submitting the same to competitive bidding, upon such terms and conditions as the city commission shall by resolution determine. Any and all such leases previously entered into by the City of Fort Lauderdale are hereby ratified and confirmed.

Sec. 8.08. - Leases of parking spaces in parking facilities owned or operated by the city.

Notwithstanding anything herein to the contrary, the city is hereby empowered to lease or concession, by negotiation and without competitive bidding, to private persons firms or corporations for nonpublic purposes, parking spaces in parking facilities owned or operated by the city, for a period of not more than fifty (50) years.

Sec. 8.09. - Leases for more than one year and not more than fifty years.

City is hereby empowered to lease or concession to private persons, firms or corporations, for nonpublic purposes, any lands, improvements, public buildings, recreational parks or facilities, golf courses, public beaches, public utility plants, or any public works or public property of any kind including air space over public property owned or operated by the City of Fort Lauderdale, and not needed for governmental purposes, whether used in a governmental or in a proprietary capacity, for a period of not more than fifty (50) years, plus such length of time, not to exceed five (5) years, determined by the city commission to be reasonably necessary to complete construction of the improvements proposed for the demised premises by such persons, firms or corporations. Each lease shall be authorized only after public hearing, under authority of a resolution duly adopted at a meeting duly held at a designated adjourned meeting, under the following conditions, to wit:

(a) One (1) of the conditions for leasing such public property may be obligations of the lessee to construct thereon buildings or improvements to be used in connection with an existing facility, or to construct improvements on said property, if same is vacant, and in a manner not detrimental or harmful to the operation of the proposed facility. In no event shall the fee title of the city be subordinated except upon terms and conditions as approved by the city commission.

(b) The city commission shall adopt a resolution at a regular meeting of the city commission specifying the facility to be leased, described by metes and bounds, or by reference to a recorded plat, if any, and giving its location by street number, if any, and a description of all improvements located upon the land, and shall declare how said land and improvements have been used since same have belonged to the city and the reasons for offering such land and improvements for lease.

(c) At any time, not less than thirty (30) days nor more than sixty (60) days, after the adoption of such resolution the land and improvements shall be offered upon competitive conditions for lease as desired and a notice shall be published by the city in the official newspaper for two (2) issues prior to the date set for receiving such bids for lease, with the first publication not less than ten (10) days before said date of receiving bids and the second publication one (1) week after the first, on which date sealed bids shall be received by the city commission for the lease of said publicly owned lands and facilities. The sealed bids must be accompanied by cash, cashier's check or certified check payable to the city in an amount equal to at least ten (10) percent of the first year's rental. The city commission, in offering such public property or public owned facility for lease, shall set out in said resolution and notice such terms and conditions as deemed pertinent under which said facility will be leased and the number of years for which said facility shall be leased. The city commission shall consider any and all proposals and accept the proposal which, in its judgment, shall be the most advantageous lease for the city; but the city commission may reject any and all bids. Upon the city commission approving any proposal submitted as provided herein, said proposal shall be accepted by resolution duly adopted, authorizing preparation of the lease, provided a valid referendum petition has not been filed. If before the day advertised for receiving bids for lease of such property, a referendum petition is filed with the city clerk signed by fifteen (15) percent of the registered voters, demanding a referendum election upon the question of leasing such property, no lease shall be executed by the officials of the city until after approved by a majority of the voters participating in such referendum election. Such referendum election shall be called and held as provided in this charter.

(d) The resolution accepting the bid shall require the preparation of a form of lease for execution, embodying the terms and conditions of the bid and other legal requirements, for submission to the commission at its next regular meeting or at a designated meeting. At least three (3) days before the meeting date, the lease shall be posted on a public bulletin board by the city clerk and each commissioner shall be given a copy of the lease with a covering summary letter, providing, however, that in case of emergency, such procedure may be waived by the affirmative vote of three (3) of the commissioners. The city attorney or city manager shall be required to give a summary of the lease to the public at such meeting which shall be open to the public. Citizens and taxpayers shall have an opportunity to object to the terms and conditions of

such lease. If the commission is satisfied with the terms and conditions of such lease, it shall pass a resolution authorizing execution of such lease by the proper officials of the city, upon compliance upon the part of the lessee. Amendment to such lease may be made from time to time by mutual consent, observing the same formality as in the original lease.

Sec. 8.10. - Fort Lauderdale Executive Airport (Prospect Field).

Notwithstanding any provision herein to the contrary, relative to the requirements of leasing city owned property, the city commission acting through the city manager shall have the power to negotiate any and all leases of land within the city owned airport known as Fort Lauderdale Executive Airport (Prospect Field); provided, however, that the following conditions are fulfilled: (a) No lease shall be for a term longer than ninety-nine (99) years; (b) the lessee pursuant to the requirements of the lease shall be required to construct suitable improvements on the leased premises that will be of such a nature that they will aid in the development of said Fort Lauderdale Executive Airport (Prospect Field), or that portion of it available for such development, as an industrial center; (c) a general plan for the development of such site for an industrial center shall first have been adopted by resolution of the city commission, although this requirement shall not prevent subsequent amendments of such plan; and (d) the city manager certifies to the city commission and the city commission by resolution declares that the leasing of the property is in the best interests of the city and the development of the said industrial center and is the most advantageous lease that the city can make at the time of the area involved. No advertising or solicitation for public bid shall be required in connection with such leases; provided, however, that at least once every three (3) years, and within two (2) months before or two (2) months after, the start of the applicable third fiscal year, there shall be a public hearing held after a resolution calling for same and the advertising of said public hearing in the manner prescribed by section 10.03 of the charter, at which public hearing, or some adjournment thereof, the city commission shall publicly determine and publish in the minutes of said meeting, the following:

(a) The minimum rent or rent per acre or per parcel of property that may be accepted in the aforesaid negotiations, which minimum may include the payment of a brokerage commission.

(b) The amount of brokerage that may be paid and the procedures and standards that will govern the payment of brokerage commission, which payment is hereby authorized.

No lease shall be effective unless the aforesaid public hearing and the action above required shall have taken place prior to the adoption by the city commission of a resolution accepting the terms of any such negotiated lease.

Nothing herein shall prohibit the holding of such public hearings, more frequently than the time above prescribed. Any such other public hearing shall be held pursuant to the above requirements, except as to the time of holding same; and the same action, as above set forth, shall be required as a result of any such hearing.

(Ord. No. C-85-40, § 3, 5-7-85)

Sec. 8.11. - Sale of real property at Fort Lauderdale Executive Airport (Prospect Field).

Notwithstanding any provision herein to the contrary relative to the requirements of selling city owned property, the city commission shall have the power to negotiate by conclude sales of land within the city owned airport known as Fort Lauderdale Executive Airport (Prospect Field), without the necessity of putting the same out to competitive bidding, upon such terms and conditions as the city commission shall by resolution determine.

Sec. 8.12. - Leases of Shops in Central Business District Parking Garage.

Notwithstanding any provision in this charter to the contrary, leases of the city property known as Shops in Central Business District Parking Garage may be negotiated by the city commission acting

through the city manager without the necessity of public bid; provided, however, that no such lease, or any extension of or amendment to same, shall be for a term longer than twenty (20) years.

Sec. 8.13. - Leases to civic and charitable organizations.

City of Fort Lauderdale is hereby authorized to lease to civic organizations, charitable organizations, public nonprofit corporations and like organizations, any public lands, improvements, buildings, recreational parks and areas or other public places, now owned or hereafter acquired by the city, for a period exceeding one (1) year but not exceeding fifty (50) years, to be used by such lessee for purposes consistent with the public good, where such use will not conflict with use by the public of other portions of public land adjacent thereto, under the following conditions:

(a) The city commission shall first adopt a resolution declaring its intention to lease to a named civic or charitable organization, nonprofit corporation or like organization, a definitely described property or portion thereof, which resolution shall state the reasons why the city commission believes such lease should be made, the purpose for which such public property will be used by the lessee, the compensation, if any, to be paid for the lease, and other information calculated to advise taxpayers and electors of the nature of the lease. Such resolution shall designate a day, not less than thirty (30) days after the adoption of such resolution, when a public hearing will be had before the commission upon such proposal.

(b) If the property intended to be leased is encumbered by any bonds or obligations for which such property or revenue derived therefrom are specifically pledged, provisions must be made in the proposal to discharge or satisfactorily comply with the requirements of the pledge.

(c) At any time, not less than thirty (30) days nor more than sixty (60) days, after the adoption of such resolution, a public hearing shall be had before the city commission upon such proposal to lease, and a notice shall be published by the city in the official newspaper for two (2) issues prior to the date set for considering such proposal, with the first publication not less than ten (10) days before said date of hearing. The city commission in offering said publicly owned facility or public lands for lease shall state in said resolution and notice such terms and conditions as deemed pertinent under which said facility will be leased and the number of years for which said facility shall be leased.

If before the day, fixed for such public hearing, a referendum petition is filed with the city clerk signed by fifteen (15) percent of the registered voters, demanding a referendum election upon the question of leasing such property, no lease shall be executed by the officials of the city until after approval by a majority of the voters participating in such referendum election. Such referendum election shall be called and held as provided in this charter.

At least three (3) days before said public hearing date, a copy of the proposed lease shall be posted on a public bulletin board by the city clerk and each commissioner shall be given a copy of such proposed lease together with a covering summary letter; providing, however, that in case of emergency, such procedure may be waived by the affirmative vote of three (3) commissioners. Citizens and taxpayers shall have the opportunity at such public hearing to object to the execution, form or conditions of such proposed lease. If the commission is satisfied with the terms and conditions of the proposed lease, and if no persuasive objections are voiced at such public hearing, the commission shall pass a resolution authorizing the execution of such lease by the proper officials of the city subject to the approval by the city attorney prior to its execution by the proper city officials.

Sec. 8.14. - Form and execution of leases.

All leases shall be for a definite period of time, shall be in writing, executed in duplicate, with one (1) copy retained by the City of Fort Lauderdale. The form of lease shall be approved by the city attorney. Such leases shall be signed by the officers of the city designated by charter to sign same, except that leases or concession rights for a period of not exceeding one (1) year may be signed in the name of the city by the city manager, manager of the concession, or other officer designated to do so.

Sec. 8.15. - Granting franchises.

The city commission may by ordinance, after public notice and public hearing, grant a franchise to any individual, company, firm or corporation to exercise public functions in the city and to construct and operate any and all public utilities in the city and in, under, or over the streets and public places in the city and to use such public property in connection therewith; but no such grant or franchise or renewal thereof shall be for a longer period than thirty (30) years. No such grant or franchise shall be exclusive. All franchises or grants or rights to make extension of any public utility shall be subject to such terms and conditions as the city commission shall impose. Such franchise or grant shall be evidenced by an agreement in writing, executed in duplicate, with a copy recorded in the public records of the county, or by ordinance duly enacted by the city commission and a certified copy recorded in the public records of the county. All such individuals or corporations performing functions under such franchise shall be liable for damages occasioned by acts, negligence or injuries to the rights of others, and the city shall not be liable therefor. Franchises may be amended by mutual consent with the same formality.

Sec. 8.16. - Rates to be charged.

Where the rates to be charged by any utility company are regulated by the public service commission, or successor, the city commission shall have no power to fix such rates, but when not so regulated, the grant, agreement or franchise shall provide that the rates to be charged at all times shall be under the supervision, direction and control of the city commission, and no rate shall be in effect unless same is approved by the city commission; provided the rate allowed shall be sufficient to insure a reasonable return on the investment.

Sec. 8.17. - Conditions of grant or franchise.

The city commission shall in the written franchise agreement or in the ordinance granting or renewing any franchises to construct and operate a public utility or to use public property, prescribe the amount of money, fees, percentage of gross income and consideration which shall be paid for such franchise, the kind and quality of use, service or product to be furnished, the manner in which public streets and public places shall be used and occupied, and other terms and conditions conducive to the public interest. All such grants and renewals thereof shall reserve to the city the right to terminate the same upon purchase by the city of the property and property rights of the utility and the extensions thereof within and without the city, used in or useful in or connected with such utility and including all contracts for service or motive power fairly and reasonably made in good faith by the utility, at a price either fixed in the ordinance or agreement or to be fixed in the manner provided in the ordinance making the grant or renewal of the grant. Nothing in such ordinance shall prevent the city from acquiring said property of any such utility by condemnation proceedings, or in any other lawful manner; and all such methods of acquisition shall be alternative to the power to purchase reserved in the grant or renewal thereof as herein provided. Upon the acquisition by the city of the property of any utility by purchase, condemnation, or otherwise, all franchises, grants or renewals shall at once terminate.

Sec. 8.18. - Assignments of grants.

No such grant or franchise, or renewals thereof, shall be leased, assigned, or otherwise alienated, except with the consent of the city commission expressed by ordinance, and evidenced by a written assignment and consent to same, recorded in the public records of Broward County, Florida.

Sec. 8.19. - Right of regulation.

All grants shall be subject to the right of the City of Fort Lauderdale, whether in terms reserved or not, to control at all times the distribution of any space in, over, across or under all streets, alleys, public grounds or other public places, occupied by public utility fixtures, and when, in the opinion of the city commission, the public interest so requires to cause such fixtures to be reconstructed, relocated, altered or discontinued at the expense of the holder of the franchise; and said city shall at all times have the power to pass all regulatory ordinances affecting such utilities which, in the opinion of the city commission, are required in the interest of the public health, safety, welfare or accommodation.

Sec. 8.20. - General provisions.

Nothing in this charter contained shall operate in any way, except as herein specially stated, to limit the city commission in the exercise of any of its lawful powers, respecting public utilities, or to prohibit the city commission from imposing in any such grant such further restrictions and provisions as it may deem to be in the public interest, provided only that the same are not inconsistent with the provisions of this charter or the Constitution of the State of Florida.

Sec. 8.21. - Disposing of public property.

The right of the city to sell, exchange, lease, franchise or deed public property, under the methods and procedures provided in this article, shall not be limited, restricted or abridged on account of the method, source or means by which such property was acquired, the source from which funds were obtained to acquire such property, the use to which this property has been devoted or is presently devoted, or whether such property is used and operated in a governmental or proprietary capacity.

Notwithstanding anything to the contrary in this Charter, the city shall not sell, transfer, or lease for more than one (1) year, any land zoned park in accordance with the City's Unified Land Development Regulations without a unanimous vote of the entire city commission. Additionally, any land zoned park on November 10, 2004, shall require a unanimous vote of the entire city commission to remove such designation.

(Ord. No. C-04-36, § 1, 9-13-04)

CITY OF FORT LAUDERDALE
GENERAL CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB), Request for Qualifications (RFQ), and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

1.01 BIDDER ADDRESS: The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.

1.02 DELIVERY: Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.

1.03 PACKING SLIPS: It will be the responsibility **of** the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.

1.04 PAYMENT TERMS AND CASH DISCOUNTS: Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

1.05 TOTAL BID DISCOUNT: If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.

1.06 BIDS FIRM FOR ACCEPTANCE: Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.

1.07 VARIANCES: For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.

1.08 NO BIDS: If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.

1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS: The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic

circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than $1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.
WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.
HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.
NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.
ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.11 SCRUTINIZED COMPANIES

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2016), that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2016), as may be amended or revised. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2016), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2016), or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2016), as may be amended or revised.

1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 BIDDING DEFINITIONS The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:
INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.

REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.
REQUEST FOR QUALIFICATIONS (RFQ) when the City is requesting qualifications from qualified Proposers.
BID – a price and terms quote received in response to an ITB.
PROPOSAL – a proposal received in response to an RFP.
BIDDER – Person or firm submitting a Bid.
PROPOSER – Person or firm submitting a Proposal.
RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.
RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.
SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.
CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.
CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.
CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.
The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

2.02 SPECIAL CONDITIONS: Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

3.01 SUBMISSION AND RECEIPT OF BIDS: To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.

3.02 MODEL NUMBER CORRECTIONS: If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.

3.03 PRICES QUOTED: Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.

3.04 TAXES: The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption **number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.**

3.05 WARRANTIES OF USAGE: Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

3.06 APPROVED EQUAL: When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.

3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS: The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.

3.08 MISTAKES: Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.

3.09 SAMPLES AND DEMONSTRATIONS: Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.

3.10 LIFE CYCLE COSTING: If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.

3.11 BIDDING ITEMS WITH RECYCLED CONTENT: In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.

3.12 USE OF OTHER GOVERNMENTAL CONTRACTS: The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.

3.13 QUALIFICATIONS/INSPECTION: Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.

3.14 BID SURETY: If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.

3.15 **PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

3.16 PROHIBITION OF INTEREST: No contract will be awarded to a bidding firm who has City elected officials, officers or

employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.

3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS: The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

3.18 LEGAL REQUIREMENTS: Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

3.19 BID PROTEST PROCEDURE: ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE DIRECTOR OF PROCUREMENT SERVICES DIVISION (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm

THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: http://www.fortlauderdale.gov/purchasing/protestordinance.pdf

PART IV BONDS AND INSURANCE

4.01 PERFORMANCE BOND: If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

4.02 INSURANCE: If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractors insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance, and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered may be tested for compliance to bid

specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
- All City Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.

5.02 ACCEPTANCE, CONDITION, AND PACKAGING: The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.

5.03 SAFETY STANDARDS: All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Safety Data Sheet (SDS).

5.04 ASBESTOS STATEMENT: All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.

5.05 OTHER GOVERNMENTAL ENTITIES: If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.

5.06 VERBAL INSTRUCTIONS PROCEDURE: No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

5.07 INDEPENDENT CONTRACTOR: The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.

5.08 INDEMNITY/HOLD HARMLESS AGREEMENT: The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney's fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

5.09 TERMINATION FOR CAUSE: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.

5.10 TERMINATION FOR CONVENIENCE: The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS: The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

5.12 RECORDS/AUDIT: The Contractor shall maintain during the term of the contract all books of account, reports and records in

accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.

5.13 PERMITS, TAXES, LICENSES: The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.

5.14 LAWS/ORDINANCES: The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.

5.15 NON-DISCRIMINATION: There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.

5.16 UNUSUAL CIRCUMSTANCES: If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.

2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.

3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve them of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

5.17 ELIGIBILITY: If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.

5.18 PATENTS AND ROYALTIES: The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

5.19 ASSIGNMENT: Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.

5.20 LITIGATION VENUE: The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

5.21 LOCATION OF UNDERGROUND FACILITIES: If the Contractor, for the purpose of responding to this solicitation, requests the location of underground facilities through the Sunshine State One-Call of Florida, Inc. notification system or through any person or entity providing a facility locating service, and underground facilities are marked with paint, stakes or other markings within the City pursuant to such a request, then the Contractor, shall be deemed non-responsive to this solicitation in accordance with Section 2-184(5) of the City of Fort Lauderdale Code of Ordinances.

5.22 PUBLIC RECORDS

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT. CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (954-828-5002, PRRCONTRACT@FORTLAUDERDALE.GOV, CITY CLERK'S OFFICE, 100 NORTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301)

Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2016), as may be amended or revised, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.

4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME	RELATIONSHIPS
N/A	N/A
N/A	N/A
	N/A
	N/A

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

SIGNATURE _____

LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local BUSINESS preference classification as indicated herein, and further certifies and agrees that it will re-affirm it's local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this ITB. Violation of the foregoing provision may result in contract termination.

(1) _____ Business Name

is a **Class A** Business as defined in City of Fort Lauderdale Ordinance No. C 12-04, Sec.2-199.2. A copy of the City of Fort Lauderdale current year Business Tax Receipt **and** a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

(2) Colliers International Business Name

is a **Class B** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Business Tax Receipt **or** a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

(3) _____ Business Name

is a **Class C** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.

(4) _____ Business Name

requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(5) _____ Business Name

requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(6) _____ Business Name

is considered a **Class D** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. and does not qualify for Local Preference consideration.

BIDDER'S COMPANY: _____

AUTHORIZED COMPANY PERSON: Ken Krasnow _____ _____

NAME SIGNATURE DATE

CONTRACT PAYMENT METHOD BY P-CARD

THIS FORM MUST BY SUBMITTED WITH YOUR RESPONSE

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed.

Payments will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of a contract.

Please indicate which credit card payment you prefer:

☐ Master Card

☒ Visa Card

Company Name: Colliers International

Ken Krasnow
Name (Printed)

Signature

Date:

Executive Managing Director & Market Leader
Title

BID/PROPOSAL CERTIFICATION

Please Note: If responding to this solicitation through BidSync, the electronic version of the bid response will prevail, unless a paper version is clearly marked **by the bidder** in some manner to indicate that it will supplant the electronic version. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state,
in accordance with Florida Statute §607.1501 (visit http://www.dos.state.fl.us/).

Company: (Legal Registration) Colliers International

Address: 200 East Broward Boulevard Suite 120

City: Fort Lauderdale State: FL Zip: 33301

Telephone No. 954-652-4600 FAX No. 954 652 4637 Email: Ken.Krasnow@colliers.com

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Delivery: Calendar days after receipt of Purchase Order **(section 1.02 of General Conditions)**:

Total Bid Discount **(section 1.05 of General Conditions)**:

Does your firm qualify for MBE or WBE status **(section 1.09 of General Conditions)**: MBE ☐ WBE ☐

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

Addendum No.	Date Issued	Addendum No.	Date Issued	Addendum No.	Date Issued

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VARIANCES: If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. **If submitting your response electronically through BIDSYNC you must also click the "Take Exception" button.**

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars ($500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

Ken Krasnow
Name (printed)

Signature

Date:

Executive Managing Director & Market Leader
Title

6

Question and Answers for Bid #975-11940 - Real Estate Brokerage Services

Overall Bid Questions

There are no questions associated with this bid.

Question Deadline: Apr 24, 2017 5:00:00 PM EDT

AGREEMENT FOR
REAL ESTATE BROKERAGE
AND
LEASE MANAGEMENT SERVICES

THIS AGREEMENT, made this 31st day of August 2017, is by and between the City of Fort Lauderdale, a municipal corporation of the state of Florida, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and Colliers International South Florida, LLC, a Delaware limited liability company authorized to transact business in the State of Florida ("Contractor" or "Company"), whose address and phone number are 200 Broward Boulevard, Suite 120, Fort Lauderdale, FL 33301, Phone: 954 652-4600, Fax: 954-652-4637, Email: ken.krasnow@colliers.com.

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

WITNESSETH:

I. DOCUMENTS

The following documents (collectively "Contract Documents") are hereby incorporated into and made part of this Agreement (Form P-0001):

(1) Request for Proposal No. 975-11940, Real Estate Brokerage Services, including any and all addenda, prepared by the City of Fort Lauderdale, ("RFP" or "Exhibit A").

(2) The Contractor's Response to the RFP, dated April 28, 2017, ("Exhibit B").

(3) Schedule 1.

All Contract Documents may also be collectively referred to as the "Documents." In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

A. First, specific direction from the City Manager (or designee)
B. Second, this Agreement (Form P-0001) dated August 31, 2017, and any Addenda.
C. Third, **Exhibit A,** RFP No. 975-11940
D. Fourth, **Exhibit B,** Contractor's Response dated April 28, 2017

II. SCOPE

The Contractor shall perform the Work (as described in Schedule 1) and as set forth in the Contract Documents with respect to those properties owned or leased by the City ("Facilities") except for those Facilities excluded in Schedule 1. No work under this Agreement is authorized until a Notice to Proceed is issued by the City and accepted by the Contractor. All Notices to Proceed shall be issued by the Contract Administrator.

Unless otherwise specified herein, the Contractor shall perform all Work identified in this Agreement. The parties agree that the scope of services is a description of Contractor's obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement. For purposes of this Agreement, Contract Administrator is the City Manager, or his designee.

By signing this Agreement, the Contractor represents that it has thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the Work and the conditions under which the Work is to be performed.

III. TERM OF AGREEMENT

The initial contract period shall commence on September 1, 2017, and shall end on August 31, 2018. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30th, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds. The City reserves the right to extend the contract for three (3) additional one (1) year terms, providing all terms and conditions and specification remain the same, both parties agree to the extension, and such extension is approved by the City Manager.

IV. COMPENSATION

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in **Schedule 1.** It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses related to its performance under this Agreement.

V. METHOD OF BILLING AND PAYMENT

The method, amount, process and limitations on payment for Management Services rendered unto the City and the entitlement to Brokerage Commissions are set forth in Schedule 1.

VI. GENERAL CONDITIONS

A. Indemnification

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor or breach or violation of the terms of this Agreement. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement and is not limited by insurance coverage. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Intellectual Property

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of reasonable attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

C. Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the

circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

D. <u>Termination for Convenience</u>

The City reserves the right, in its best interest as determined by the City, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

E. <u>Cancellation for Unappropriated Funds</u>

The City reserves the right, in its best interest as determined by the City, to cancel this contract for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

F. <u>Insurance</u>

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Fort Lauderdale, a Florida municipality, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

The City of Fort Lauderdale shall be given notice 30 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A-VIII" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Chapter 440, Florida Statutes
Employers' Liability - $500,000

Any firm performing work for or on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed, by the City's Risk Manager, if they are in accordance with Florida Statutes.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage $1,000,000.

This coverage must include, but not limited to:

a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
b. Coverage for Premises/Operations
c. Products/Completed Operations
d. Broad Form Contractual Liability
e. Independent Contractors

Automobile Liability Insurance

Covering all owned hired and non-owned automobile equipment.

Limits: Bodily injury	$250,000 each person, $500,000 each occurrence

Property damage $100,000 each occurrence

Professional Liability (Errors & Omissions)

Contractor

Limits: $1,000,000 per occurrence

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Division
100 North Andrews Avenue, Room 619
Fort Lauderdale, FL 33301

G. Environmental, Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

H. Standard of Care

Contractor represents that he/she/it is qualified to perform the Work, that Contractor and his/her/its subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances. Contractor acknowledges that it represents the City as a Single Agent which requires an undivided loyalty to the City. Any transaction to a Transaction Broker, in which an expectation of undivided loyalty, is no longer in effect shall require the consent of the City as evidenced by an amendment to the Notice to Proceed and execution of the disclosures in form and content acceptable to the City and as required by law. Further, any transition to a Designated Sales Associate shall require the consent of the City, as evidenced by an amendment to the Notice to Proceed, and execution of the required disclosures.

I. Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein. Performance of the services hereunder by Contractor shall not be deemed to be a prohibition of, or interference with Contractor's provision of similar services to third parties, provided that Contractor in so doing does not disclose any confidential information of the City or disclose any documents or portions thereof that would otherwise be exempt from the disclosure under the public records laws of the State of Florida.

J. Audit Right and Retention of Records

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to Contractor's work performed or required to be performed under this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books,

records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

K. Public Entity Crime Act

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement, and may result in debarment from City's competitive procurement activities.

L. Independent Contractor

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

M. Inspection and Non-Waiver

Contractor shall permit the representatives of CITY to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be

construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

N. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall endeavor to ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor 's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

O. Conflicts

Contractor employees in a supervisory position with respect to the services shall be collectively referred to as the "Key Contractor Personnel." For purposes of this Agreement, "Key Contractor Personnel" shall include but is not limited to Ken

Krasnow and Brooke Berkowitz. Upon issuance of a Notice to Proceed by the City, the Contractor shall identify the team of professionals assigned to the work described in the Notice to Proceed and whether any of the individuals have a conflict of interest. Before proceeding with any work under the Notice to Proceed, the conflict must be resolved to the satisfaction of the City which resolution may include seeking a waiver from the City or replacing the team member with the conflict. Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement. If, at any time, any Key Contractor Personnel actually becomes aware that City is involved in any material way in any proposed transaction whereby Contractor or an affiliate represents any other party to that transaction, Contractor agrees to notify City promptly upon discovering such facts. Upon discovery of such conflict, Contractor shall proceed no further with the transaction on City's behalf until such time as the conflict is resolved to the satisfaction of the City.

Contractor further agrees that none of Contractor's officers or Key Contractor Personnel employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

P. <u>Substitution of Personnel</u>

In the event the Contractor wishes to substitute personnel, Contractor shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City's prior written approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause.

Q. Schedule and Delays

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified as the City directs.

R. Materiality and Waiver of Breach

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

S. Compliance With Laws

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

T. Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

U. Limitation of Liability

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of $1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of $1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of $1,000 which amount shall be reduced by the amount

actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes.

No representation or recommendation is or will be made by Contractor or its subcontractors, agents or employees as to the legal sufficiency, legal effect, tax or accounting consequences of any transaction or documentation.

V. Jurisdiction, Venue, Waiver, Waiver of Jury Trial

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division.

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada of a judgment entered by a court in the United States of America.

W. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Mayor-Commissioner and/or City Manager, as determined by City Charter and Ordinances, and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

X. Prior Agreements

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

Y. Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof

Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

Z. Representation of Authority

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

AA. Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

(a) The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

(b) The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

(c) No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

(d) The non-performing party uses its commercially reasonable efforts to remedy its inability to perform.
Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

BB. Scrutinized Companies

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D.

Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), this Section applies to any contract for goods or services of $1 million or more:

The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes, as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes, as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes, as may be amended or revised.

CC. <u>Public Records</u>

Contractor shall:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, as may be amended or revised, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the City, all public records in possession of the contractor upon termination of this contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

(e) If Contractor or any contractor has questions regarding the application of Chapter 119, Florida Statutes, to Contractor's duty to provide public records relating to its contract, contact the CITY's custodian of public records by telephone at 954-828-5002 or by e-mail at PRRCONTRACT@FORTLAUDERDALE.GOV or by mail at 100

North Andrews Avenue, Fort Lauderdale, FL 33301 Attention: Custodian of Public Records.

IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

CITY OF FORT LAUDERDALE

By: _____
John P. "Jack" Seiler, Mayor

By: _____
Lee R. Feldman, City Manager

Approved as to form:
Cynthia Everett, City Attorney

_____
Lynn Solomon, Assistant City Attorney

ATTEST:

_____
Jeffrey A. Modarelli, City Clerk

ATTEST

By:

Stephen Rutchik, Vice President

CONTRACTOR

Colliers International South Florida, LLC, a Delaware limited liability company

By: _____
Ken Krasnow, Vice President

(CORPORATE SEAL)

STATE OF Florida :
COUNTY OF Broward :

The foregoing instrument was acknowledged before me this 31 day of August, 2017, by Ken Krasnow as Vice President for Colliers International South Florida, LLC, a Delaware limited liability company, authorized to transact business in the State of Florida. He is personally known to me X or has produced _____ as identification and did not take an oath.

Brooke J. Berkowitz
Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)

Brooke J. Berkowitz
Name of Notary Typed, Printed or Stamped

My Commission Expires: 9/8/2020

GG28172
Commission Number

Brooke J Berkowitz
Notary Public - State of Florida
Commission #GG 28172
Expires 9/8/2020

SCHEDULET 1 TO AGREEMENT FOR
REAL ESTATE BROKERAGE
AND
LEASE MANAGEMENT SERVICES

Management Fees and Brokerage Commissions

This Addendum establishes the method, amount, process, and limitations on payment of Management Fees for management services rendered by Contractor to City and the method of establishing the entitlement, amount, process, and limitations on the payment of Brokerage Commission to Contractor for Contractors' brokerage services.

1. **Broker Commission**. In accordance with the Contractor's response to the RFP, the Contractor shall be entitled to collect a Brokerage Commission of four (4%) percent of the purchase price on the sale of all City owned assets in which a Notice to Proceed which shall detail the scope of the project) is issued, the City is the Seller in the transaction and the Contractor is the procuring cause. The fee shall be paid by the Buyer without setoff, credit or deduction on the proceeds owed to the City in the transaction provided the Buyer signs a purchase and sale agreement, in form and content acceptable to the City, acknowledging its obligation to pay a commission to Contractor. In addition, Contractor shall be entitled to earn a Brokerage Commission of four (__4%) on all new leases in which a Notice to Proceed (which shall detail the scope of the project) is issued by the City, the City is the Lessor and in which the Contractor is the procuring cause. Both parties acknowledge this is not an "exclusive" relationship and Contractor is only entitled to a Brokerage Commission according to the conditions set forth herein. Notwithstanding this Agreement, commissions earned on non-aviation airport leases are subject to limitations set forth in the City Charter and resolutions approved by the City Commission in accordance therewith, as regularly amended and updated. The current fees for Brokerage Services and Management Services for Fort Lauderdale Executive Airport non-aviation Leases will be provided at the time a Notice to Proceed is issued. The City shall not be obligated to pay a commission on certain transactions and assets excluded from this Agreement as set forth below. The City reserves the right to rescind a Notice to Proceed at any time and remove the real property from any marketing activity or listing for sale or lease Both parties acknowledge the commissions on new leases shall be paid to Contractor over time from an Escrow Account (as defined below). With respect to new Leases, the CONTRACTOR'S Brokerage Commission shall be a Lessee expense which will be paid by the Lessee into the Escrow Account in equal periodic installments together with Lessee's payment of rent. All Leases shall incorporate such language that obligates Lessee to pay such a Brokerage Commission and shall be presented to the City for review and approval. Upon termination of this Agreement CONTRACTOR will be entitled to Brokerage Commission, if CONTRACTOR was the procuring cause and other conditions set forth herein are satisfied.

2. **Management Fees**. The Contractor shall be entitled to receive a management fee of three (3%) percent for management services related to Leases in which the City is the Landlord. The City shall issue a Notice to Proceed for all Leases in which the Contractor is entitled to earn a Management Fee. The Contractor shall serve as the fiscal and accounting agent for collection of rents under Leases in which the City is the Lessor. It will collect the rents and provide a monthly accounting to the City of the rents received, deposits held as well as other accounting information requested by the City. Further, Contractor shall send written notice of delinquency, according to the term of the applicable lease, to the Tenant in accordance with the Lease and the City's policies and procedures. The fees on Leases shall be calculated on the Total Rent which is defined as the aggregate of all rental paid and received as required during the initial term of the Lease excluding any sums payable for taxes, operating costs, insurance, cost of living and other pass through expenses. In the event the City hires a third party to collect delinquent rents from its tenants, the Contractor shall not be entitled to receive its Management Fee from the recovery of any delinquent rents by the third party vendor.

2.1. CONTRACTOR is not entitled to a Management Fee from the CITY where the CITY is the Lessee.

2.2. CONTRACTOR will collect the rents from the CITY's Lessees and retain three (3.0%) percent of the Total Rents collected by CONTRACTOR as a Management Fee. The rents collected by the CONTRACTOR shall be deposited in the CONTRACTOR'S Escrow Account described below.

2.2.1. CONTRACTOR will "invoice" City's Lessees, and remittance of rents shall be directly to CONTRACTOR. CONTRACTOR shall deposit all rents collected into CONTRACTOR'S Escrow Account. All interest earnings shall be disbursed to CITY on a quarterly basis as provided.

2.2.1.1 The term "Escrow Account" shall mean, throughout this Agreement, an interest bearing Escrow Account held by CONTRACTOR for the exclusive benefit of the CITY'S leasehold or real property sales transactions. The funds on deposit in the Escrow Account shall not be co-mingled with funds from other transactions of Contractor. CONTRACTOR shall not be entitled to retain interest earnings on CITY'S funds placed into the Escrow Account.

2.2.2. Management Fees are paid only as rents are collected by CONTRACTOR. If no rent is collected in any given calendar month, then CONTRACTOR does not receive its Management Fee until such time as the rent at issue is paid.

2.2.3. Rents collected from Lessees, less Management Fee, will be paid to the CITY monthly by the last day of the month in which the rent was paid to CONTRACTOR.

2.2.4. CONTRACTOR shall provide CITY with a monthly accounting as to (a) rents paid by CITY's Lessees and the Management Fee paid to Contractor and (b) rents not paid by CITY's Lessees, and (c) interest earned.

2.3 Unless otherwise agreed by the CITY in writing, CONTRACTOR shall **not** be responsible for the rendition of Management Services nor entitled to Management Fees on transactions under the following leasing transactions where the CITY is the Lessor.

2.3.1 CITY Charter Section 8.07, Leases with government entities or agencies for governmental purposes

2.3.2 CITY Charter Section 8.08, Leases of parking spaces in parking facilities owned or operated by the City.

2.3.3 CITY Charter Section 8.13, Leases to civic and charitable organizations.

3. **Excluded Transactions.**

3.1 Unless otherwise agreed by the CITY in writing, CONTRACTOR shall **not** be entitled to a Brokerage Commission on a transaction under the following transactions:

3.1.1 CITY Charter Section 8.02, Sale of public lands and of public property to public bodies.

3.1.2 CITY Charter Section 8.03, Acquiring right-of-way for purpose of converting same to a public body.

3.1.3 CITY Charter Section 8.06, Leases at Bahia Mar, including leasing of Bahia Mar.

3.1.4 CITY Charter Section 8.07, Leases with government entities or agencies for governmental purposes.

3.1.5 CITY Charter Section 8.08, Leases of parking spaces in parking Facilities owned or operated by the City.

3.1.6 CITY Charter Section 8.11, Sale of real property at Fort Lauderdale Executive Airport.

3.1.7 CITY Charter Section 8.13, Leases to civic and charitable organizations.

3.1.8 Fort Lauderdale Executive Airport Aviation Leases.

3.2 The Brokerage Commission is paid by the Lessee, not by the CITY. In order for the Contractor to receive its Brokerage Commission, the Lease must include a written obligation of the Lessee to pay the Commission without setoff, reduction or credit against the rents owed to the City and such rent shall be deemed Additional Rent under the Lease. Until such time as the CONTRACTOR'S Brokerage Commission is paid in full, CITY and CONTRACTOR agree that 50% of the rents (which shall include a prorata portion of the Brokerage Commission) collected will be disbursed from the Escrow Account to the CONTRACTOR and the other 50% of the rents collected will be disbursed from the Escrow Account to the CITY. After the Brokerage Commission has been paid in full from the rents collected under this Paragraph 2.2, then the additional sums paid by Lessee under Paragraph 2.2.1 shall be disbursed out of the Escrow Account to CITY with CONTRACTOR deducting a 3.0% Management fee as to such additional sums paid by Lessee.

3.2.1 In the event a co-broker is involved in a sales or lease transaction, CONTRACTOR'S Brokerage Commission will be reduced from 4.0% to 3.0%. The co-broker may earn a Brokerage Commission to be paid as a Buyer Expense or Lessee expense, which such co-broker's Brokerage Commission, shall not exceed 3.0%. On a lease transaction, the combined or overall brokerage commission shall not exceed 6.0%, shall be paid by the Lessee and paid into the CONTRACTOR'S Escrow Account with each monthly (or periodic) installment of rent.

3.2.2. 50% of each periodic rent installment (which shall include the Brokerage Commission) shall be disbursed from the CONTRACTOR'S Escrow Account to the CONTRACTOR and co-broker proportionate to their share of the overall Brokerage Commission until such time as the overall Brokerage Commission, not exceeding 6.0%, has been paid.

3.2.3 In the event the overall Brokerage Commission exceeds 6.0% in a lease transaction, then the Lessee shall be responsible for that portion of the overall Brokerage Commission exceeding 6.0% in which case the Lessee shall pay such portion of the overall Brokerage Commission that exceeds 6.0% directly to the co-broker, independent of any periodic installments of rent.

3.2.4 The other 50% of each periodic rent installment shall be disbursed from the Escrow Account to CITY, less the 3.0% Management Fee. At such time as the overall brokerage commission, not to exceed 6.0% is paid in full to the CONTRACTOR and co-broker, then 100% of each periodic rent installment shall be disbursed from the Escrow Account to CITY, less the Lease Management Fee which will be retained by CONTRACTOR.

3.2.5 In the context of a sales transaction, the overall Brokerage Commission shall be a Buyer's expense and shall be disbursed from the gross sales proceeds to the CONTRACTOR and co-broker at the time of the closing on the sale.

3.2.6 Upon payment in full to CONTRACTOR of the Brokerage Commission earned by the CONTRACTOR on a Lease transaction, thereafter 100% of the rents collected will be paid into the CONTRACTOR'S Escrow Account and thereafter disbursed to the CITY, less the CONTRACTOR'S Management Fee.

3.2.7 Upon termination of this Agreement, 2.4.3 On renewal of an existing Lease Agreement with an existing tenant that was negotiated by CONTRACTOR and where CONTRACTOR was the procuring cause of the Amended and Restated Lease Agreement and where the Lessee remains in possession after expiration of a prior lease, the Brokerage Commission shall be 2.0% of the rents due under the initial term of the Amended and Restated Lease Agreement. Contractor shall not collect a Brokerage Commission on renewal of a Lease with an existing tenant where the initial Lease contained renewal provisions or options to renew.

3.2.8 There is no Brokerage Commission paid by CITY to CONTRACTOR on a Lease where the CITY is the Lessee. However, CONTRACTOR may be paid a brokerage commission by the Landlord where the CITY is the Lessee.

3.2.9 As to sales transactions in which the Brokerage Commission will be paid by the Buyer, (i) the Resolution offering the property for sale or (ii) the RFP, as authorized by the CITY and (iii) the terms and conditions of the sales contract must specify that the Buyer will be responsible for the Brokerage Commission in the event the CONTRACTOR is the procuring cause of the sale.

3.2.10 On the sale of surplus property by the CITY under City Charter Section 8.04, where the CONTRACTOR initiated the "surplus property sale" procedure in cooperation with of the CITY and pursuant to a Notice to Proceed, then CONTRACTOR shall be presumed to be the procuring cause of the sale and shall be entitled to a Brokerage Commission to be paid by the Buyer and the Buyer's obligation to pay a Brokerage Commission shall be referenced in the Resolution offering the surplus property for sale and shall be further referenced in the Contract for Purchase and Sale. With respect to the Brokerage Commission paid to the Contractor, the Buyer shall not be entitled to a credit, setoff or reduction against the Purchase Price. In the absence of a reference to the CONTRACTOR'S Brokerage Commission in the Resolution or Contract for Purchase and Sale, there shall be no Brokerage Commission payable to CONTRACTOR

3.2.11 CONTRACTOR shall perform a review and assessment of all CITY-owned and/or underutilized property and make recommendations for the best use of such properties as set forth in Section III of the RFP, *Scope of Services*. CONTRACTOR shall follow the procedures set forth in the *Scope of Services*

leading to the Strategic Report and Final Report. Such service shall be provided at no charge to the City.

4. **Advisory Services.** In all instances a Notice to Proceed shall be issued and executed by the CONTRACTOR for the use of advisory services by the CONTRACTOR where the CONTRACTOR shall **not** be entitled to a Brokerage Commission. The Hourly Rate by the CONTRACTOR shall be $150 per hour as submitted in the CONTRACTOR'S Bid Submittal. The not to exceed number of hours of advisory services shall be stated within the Notice to Proceed. Notwithstanding, the total Advisory Services hours shall not exceed 500 hours during the term of this Agreement. Advisory services shall include but is not limited to analyzing and evaluating leases and other real estate documents, preparing lease summaries, data collection, market analysis, cash flow projections, pro forma statements, financial analysis, and such other advisory services set forth in the Notice to Proceed.

5. **Additional Services.** Contractor shall provide the following services at no charge to the City: (1) Annual presentations, whether to staff or the City Commission, regarding the state of the Fort Lauderdale-Broward County Real Estate Market, (2) any and all reports as required under the RFP, (3) inventory of all City owned real estate and (4) assessment and strategic plan for disposition of City owned real estate or recommendations regarding real estate best practices, including management protocols, acquisition of software or qualifications, skills, experience, training of employees, or hiring practices for employees, vendors or subcontractors.

EXHIBIT "A"

RFP No. 975-11940

Solicitation 975-11940

Real Estate Brokerage Services

Bid Designation: Public

CITY OF FORT LAUDERDALE

City of Fort Lauderdale

City of Fort Lauderdale • Procurement Services Division
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301
954-828-5933 Fax 954-828-5576
www.fortlauderdale.gov

June 18, 2018

Colliers International South Florida, LLC
Attn: Ken Krasnow
200 Broward Blvd, Suite 120
Fort Lauderdale, FL 33301

SUBJECT: Renewal of Term Contract for Real Estate Brokerage Services, RFP 975-11940, Amendment 1

Dear Mr. Krasnow:

The subject Contract will expire on August 31, 2018.

In accordance with the terms and conditions of the subject Contract, the Contract may, by mutual consent of the parties, be renewed for an additional twelve (12) month period. The City would like to exercise the right to renew this Contract for an additional year effective September 1, 2018, at the existing pricing, terms and conditions.

Please indicate your approval of this offer by having an officer of your firm execute the acceptance portion below and return this letter by email to Lura Rogers at lrogers@fortlauderdale.gov by June 25, 2018.

Upon execution below by your firm's authorized representative, this Amendment will be your official notice that the Contract has been extended for one (1) year and no additional documentation will be required. Please be sure any required Insurance Certificates are up to date and attached to your response.

Thank you for your immediate attention to this matter.

Sincerely,

Lee R. Feldman, ICMA-CM
City Manager

ACCEPTANCE

By _____
Official Signature

Executive Managing Director
Title

June 20, 2018
Date

Approved by: Jodi S. Hart, Manager of Procurement and Contracts
Uncontrolled in hard copy unless otherwise marked

WE BUILD COMMUNITY

AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA AND COLLIERS INTERNATIONAL SOUTH FLORIDA, LLC FOR REAL ESTATE BROKERAGE AND LEASE MANAGEMENT SERVICES UNDER THE CITY OF FORT LAUDERDALE, FLORIDA AGREEMENT (BID 975-11940)

This is an Agreement (the "Agreement") between the City of Dania Beach, Florida, a Florida municipal corporation, (the "CITY") with an address of 100 West Dania Beach Boulevard, Dania Beach, Florida 33004, and Colliers International South Florida, LLC, a Delaware limited liability company authorized to conduct business in Florida ("Contractor"), with a mailing address of 200 Broward Boulevard, Suite 120, Fort Lauderdale, FL 33301.

In consideration of the mutual covenants, terms and conditions contained in this Agreement, and other good and valuable consideration, the adequacy and receipt of which are acknowledged and agreed upon, the parties agree to the following:

1. The agreement dated August 31, 2017 between the Contractor and the City of Fort Lauderdale and any amendment(s) to it, under an award by the City of Fort Lauderdale related to Bid 975-11940 and the contract renewal letter dated June 20, 2018, copies of which are attached as composite Exhibit "A" (the "Fort Lauderdale Agreement"), are made a part of and are incorporated into this Agreement by this reference, and shall be considered as part of this Agreement between the CITY, and the Contractor; provided, however, that if Contractor contracts with any other governmental agency in the South Florida area and service rates are lower than those afforded to the City of Fort Lauderdale, or any city in the area for these same services, then Contractor shall provide such lower service rates to the CITY.

2. The goods and services to be provided consist of real estate brokerage and lease management services related to the re-use of the Dania Beach Grill building, plans for a new beach restaurant, Dania Beach Ocean Park Master Plan and any other projects assigned through a Notice to Proceed. No work under this Agreement is authorized until a Notice to Proceed is issued by the City and accepted by the Contractor. All Notices to Proceed shall be issued by the Contract Administrator. The Contract Administrator for purposes of this Agreement is the City Manager (or her respective designee).

3. All notices to the CITY shall be addressed as follows:

   City of Dania Beach, Florida
   100 West Dania Beach Boulevard,
   Dania Beach, Florida 33004
   Attention: Ana M. Garcia, ICMA-CM, City Manager

4. The term of this Agreement shall be through and including August 31, 2019. All parties, upon mutual agreement, have the option to renew for a one (1) year period.
5. That despite any provision which is or may be to the contrary in the Agreement, no fees or brokerage commissions of any kind will be paid by the CITY.

6. That in all other respects, the terms and conditions of the Fort Lauderdale Agreement apply to this Agreement.

IN WITNESS of the foregoing, the parties have executed this Agreement on _____, 2019.

ATTEST:

_____
THOMAS SCHNEIDER, CMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

_____
THOMAS J. ANSBRO
CITY ATTORNEY

CITY:
CITY OF DANIA BEACH,
a public body corporate and politic

_____
LORI LEWELLEN
MAYOR

_____
ANA M. GARCIA, ICMA-CM
CITY MANAGER

WITNESSES:

CONTRACTOR:
COLLIERS INTERNATIONAL SOUTH FLORIDA, LLC,
a Delaware limited liability company

_____
Signature

_____
PRINT Name

_____
Signature

_____
PRINT Name

_____
Signature

_____
Title

Dated: _____, 2019

_____
PRINT Name

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on _____, 2019, by _____, as _____ of Colliers International South Florida, LLC, a Delaware limited liability company authorized to conduct business in Florida, on behalf of the company. He/she is personally known to me or has produced _____ _____as identification.

_____
Notary Public, State of Florida

_____
Print Name

My Commission Expires:

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Ordinance

Continued from:

Requested Action (Identify appropriate Action or Motion)
ADOPT ORDINANCE AMENDING CHAPTER 17, “OFFENSES-MISCELLANEOUS,” OF THE CITY’S CODE OF ORDINANCES BY REPEALING ARTICLE IV, “NOISE” AND REPLACING IT WITH A NEW ARTICLE IV, “NOISE” TO PROVIDE TERMINOLOGY, PROHIBIT CERTAIN NOISES, EXEMPT CERTAIN NOISES, LIMIT THE UNREASONABLE AND EXCESSIVE LEVELS OF NOISES AND PLAINLY AUDIBLE NOISES IN CERTAIN CIRCUMSTANCES, AND PROVIDE FOR TEMPORARY NOISE PERMITS; PROVIDE ENFORCEMENT STANDARDS, PENALTIES, AND REMEDIES

Purchasing Requests ONLY		
Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached
Signed noise memo, O-2019- Amending Ch. 17 by Repealing Art. IV and Replacing with New Art. IV Noise

CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
MEMORANDUM

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

DATE: June 25, 2019

TO: Honorable Mayor and Commissioners

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

VIA: Marc C. LaFerrier, AICP, Director

RE: **TX-96-19:** The applicant, City of Dania Beach, is requesting a text amendment to the City's Code of Ordinances regarding noise. (FIRST READING)

The Request

TEXT AMENDMENT

Approval of an amendment to the City's Code of Ordinances to improve the standards of and enforcement of noise related disturbances to our residents and visitors.

Background

Staff is proposing to repeal and replace the City's current noise ordinance which hasn't been updated since 1984. The purpose of this amendment is to simplify standards for noise violations, and improve enforcement capabilities that will improve the quality of life for residents, businesses and visitors of the City.

The proposed ordinance incorporates the recent amendment regarding noise associated with hours of construction activity. In addition, the proposed ordinance removes the requirement to measure noises with a decibel meter to enforce, creates a notice of violation (NOV) process that can be enforced by BSO and Code Compliance and also includes practical definitions and applicable standards for noise violations.

This amendment is the Chapter 17 of the City's Code of Ordinances and therefore does not require a recommendation from the Planning and Zoning Board.

Budgetary Impact

No budgetary impacts

Recommendation

Approve the proposed ordinance on First Reading

ORDINANCE NO. 2019-009

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 17, "OFFENSES-MISCELLANEOUS," OF THE CITY'S CODE OF ORDINANCES BY REPEALING ARTICLE IV, "NOISE" AND REPLACING IT WITH A NEW ARTICLE IV, "NOISE" TO PROVIDE TERMINOLOGY, PROHIBIT CERTAIN NOISES, EXEMPT CERTAIN NOISES, LIMIT THE UNREASONABLE AND EXCESSIVE LEVELS OF NOISES AND PLAINLY AUDIBLE NOISES IN CERTAIN CIRCUMSTANCES, AND PROVIDE FOR TEMPORARY NOISE PERMITS; PROVIDE ENFORCEMENT STANDARDS, PENALTIES, AND REMEDIES; PROVIDING FOR SEVERABILITY; 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, the City Commission of the City of Dania Beach ("City Commission") finds it periodically necessary to amend its Code of Ordinances ("Code") in order to update regulations and procedures to implement municipal goals and objectives; and

WHEREAS, effectively controlling noise pollution and infractions of the previously existing noise ordinance have been a recurring issue in the City; and

WHEREAS, the purpose of this Ordinance is to provide enforcement officers with a clear delineation of enforcement procedures and with concise guidelines for regulating noise within the City by providing specific prohibited noises, temporary noise permits, and determining enforcement responsibilities; and

WHEREAS, the purpose of this Ordinance is to provide for an enforcement mechanism which will include a "plainly audible" standard of sound measurement for noises that violate the regulation; and

WHEREAS, pursuant to Section 166.041 (c)(2), Florida Statutes, notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed Ordinance and of the time and date of the public hearing; and

WHEREAS, a public hearing was held before the City Commission pursuant to the published notice described above; and

WHEREAS, the City Commission finds that adoption of this Ordinance through its police powers will protect the public health, safety, and welfare of the residents of the City;

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

Section 1. That the preceding "Whereas" clauses are ratified and incorporated as a record of the legislative intent of this Ordinance.

Section 2. That Article IV, entitled "Noise" of Chapter 17, "Offenses – Miscellaneous," attached as Exhibit "A," is repealed.

Section 3. That Article IV, entitled "Noise" of Chapter 17, "Offenses – Miscellaneous" of the City Code of Ordinances is created to read as follows:

ARTICLE IV. - NOISE

Sec. 17-79. - Scope.

The provisions of this Article shall apply to the control of all sound originating within the geographical limits of the City and outside the City limits, within all territory to which the jurisdiction of the City extends.

Sec. 17-80. - Definitions.

The following words, terms and phrases, when used in this Article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Accessory use: Those uses deemed accessory uses under the land development regulations of the City code.

Amplification device: Any instrument, machine, or system, which by electronic means augments sound by increasing the sound level or volume.

Amplified sound: Sound augmented by any electronic means that increases the sound level or volume.

City Manager: The City Manager or the City Manager's designee, which may be one of his or her assistants or a department or division head of the City designated by the City Manager.

Enforcement Officer: An authorized employee or agent of the City whose duty it is to ensure code compliance, including, but not limited to, inspectors of the City's code compliance division, police officers, or any authorized agent or employee of the City whose duty it is to assure code compliance.

Conditional use: Those uses deemed conditional uses under the land development regulations of the City code.

Emergency work: Any work performed for the purpose of remedying conditions that create an imminent peril to life, health or property.

Entertainment District: The District generally located at Avenue B and Blocks III, VI, and IX in Dania Pointe.

Heavy equipment: Bulldozers, earthmovers, jackhammers and similar construction equipment that may create significant noise and impacts to surrounding properties and uses.

Noise sensitive area: An area where a school, hospital, nursing home, church, court or public library is located.

Offense: Notice of violation that has not been appealed timely or a finding of violation by a special magistrate following the appeal of a violation.

Plainly audible: Sounds or noise which can be measured or detected by ear without the benefit of a hearing aid by a reasonable person of ordinary sensibilities.

Premises: Any real property or parcel of land, including the buildings, structures or other improvements on the property or land.

Violator: A person or entity cited by an enforcement officer as being in violation of the provisions of this Article.

Sec. 17-81. - Noises; unnecessary and excessive prohibited.

It shall be unlawful for any person to make, continue or cause to be made or continued any unreasonably loud, excessive, unnecessary or unusual noise. The following acts, among others, are declared to be unreasonably loud, excessive, unnecessary or unusual noises in violation of this section, but this enumeration shall not be deemed to be exclusive, namely:

(a) *Horns, signaling devices, etc.* The sounding of any horn or signaling device on any automobile, motorcycle, bus or other vehicle on any street or public place of the City, except as a danger warning; the creation by means of any such signaling device of any unreasonably loud or harsh sound; and the sounding of any such device for any unnecessary and unreasonable period of time.

(b) *Radios, televisions, phonographs, etc.* The using, operating, or permitting to be played, used or operated any radio receiving set, television set, musical instrument, phonograph, or other machine or device for the producing or reproducing of sound in such manner as to disturb the peace, quiet and comfort of the neighboring inhabitants, or at any time with louder volume than is necessary for convenient hearing for the person or persons who are in the room, vehicle or chamber in which such machine or device is operated and who are voluntary listeners to it. The operation of any such set, instrument, phonograph, machine or device between the hours of 11:00 p.m. and 7:00 a.m. in such manner as to be plainly audible at a distance of one hundred (100) feet from the building, structure or vehicle in which it is located shall be prima facie evidence of a violation of this section.

(c) *Animals, birds, etc.* The owning, harboring, possessing or keeping of any dog, animal or bird which causes frequent, habitual or long continued noise which is plainly audible at a distance of one hundred (100) feet from the building, structure or yard in which the dog, animal or bird is located.

(d) *Whistles.* The blowing of any locomotive whistle or whistle attached to any stationary boiler except to give notice of the time to begin or stop work or as a warning of fire or danger or upon request of the proper municipal authority.

(e) *Exhausts.* The discharge into the open air of the exhaust of any steam engine, stationary internal combustible engine, or motor vehicle except through a muffler or other device which will effectively prevent unreasonably loud or explosive noises.

(f) *Defect in vehicle or load.* The use of any automobile, motorcycle, jet ski, water bike, recreational vehicle, dirt bike or motor vehicle so out of repair, so loaded or in such manner as to create unreasonably loud or unnecessary grating, grinding, rattling or other noise within a residential area.

(g) *Noise sensitive area.* The creation of any excessive or unreasonably loud noise on any street adjacent to any school, institution of learning, public library or house of worship while the same are in use, or adjacent to any hospital or nursing home which unreasonably interferes with the working of such institutions, or which disturbs or unduly annoys the patients in the hospital or nursing home, provided conspicuous signs are displayed in such streets indicating that it is a street adjacent to a school, hospital or nursing home.

(h) *Hawkers, peddlers.* The shouting and crying of peddlers, hawkers, and vendors which disturbs the peace and quiet of the neighborhood.

(i) *Noises to attract attention.* The use of any drum, loudspeaker or other instrument or device for the purpose of attracting attention by creation of any unreasonably loud or unnecessary noise to any performance, show, sale, display or advertisement of any service or merchandise.

(j) *Loudspeakers, etc.* The use or operation on or upon the public streets, alleys and thoroughfares anywhere in the City for any purpose of any device known as a sound truck, loud speaker or sound amplifier or radio or any other instrument of any kind or character which emits therefrom loud and raucous noises and is attached to and upon any vehicle operated or standing upon such streets or public places aforementioned.

(k) *Power tools and landscaping equipment.* The operation of noise-producing lawn mowers, lawn edgers, weed trimmers, blowers, chippers, chain saws, power tools and other noise-producing tools which are used to maintain property or used at a residence out-of-doors between 8:00 p.m. and 8:00 a.m.

(l) *Construction.* Construction work within fifty (50) meters (fifty-two (52) yards) of any residential or noise sensitive area outside the hours of 7:00 a.m. to 7:00 p.m. Monday through Friday and 8:00 a.m. to 5:00 p.m. Saturdays, Sundays and holidays, except for emergency work or as provided by a temporary permit issued pursuant to Sec. 17-83.

(m) *Demolition of structures; operation of heavy equipment.* Demolition activities and the use of heavy equipment outside the hours of 9:00 a.m. to 4:00 p.m., Monday through Saturday.

(n) *Shouting.* Any unreasonably loud, boisterous or raucous shouting in any residential area.

Sec. 17-82. - Responsibility for compliance.

For purposes of this Article, any person owning or having responsibility for management of a premises, however temporarily, any performer or disc jockey producing sound upon any premises, any person playing music, any person having control of volume knobs or levels or amplification devices, and the business as named on the business tax receipt, if applicable, shall be jointly and severally liable for compliance with this article and shall be responsible for any violations of this Article.

Sec. 17-83. - Temporary permits.

(a) *Requirements and procedures.* The City Manager is authorized to issue a temporary permit to allow noise when produced by a temporary use or activity as provided in this section. Applications for a temporary permit shall be made in writing to the City manager on forms provided for that purpose. Payment of a fee of two hundred dollars ($200.00) shall accompany the application. The City Manager may prescribe any reasonable conditions necessary to minimize any adverse effect upon the community. A permit granted under this Article shall contain all conditions upon which the permit has been granted, including the period of time for which the permit has been granted. The City Manager shall grant the temporary permit upon a showing by the applicant that:

(a) Additional time is necessary for the applicant to alter or modify the activity in order to comply with the provisions of this Article; or

(b) The activity, operation or noise source will be of a temporary duration and cannot be done in a manner that would comply with the provisions of this Article; and

(c) No reasonable alternative is available to the applicant; and

(d) The application has been approved by the Community Development Director; and

(e) The activity will be conducted in a manner that mitigates, limits and minimizes excessive sound levels by using all available measures.

(b) *Violation of temporary permit.* Failure to comply with any condition of a temporary permit issued pursuant to this section shall constitute a violation and shall result in enforcement procedures and penalties as set forth in sections 17-85 and 17-86.

(c) *Revocation of temporary permits.* The issuance of a temporary permit is a privilege and does not constitute a right or expectation that the permit will remain in effect. Any temporary permit may be immediately revoked if the City Manager finds that an emergency condition exists involving serious danger to the public health, safety, or welfare; if the permit holder failed to disclose or misrepresented material information in the permit application or in the permit application process; or that there was a failure to comply with any condition of a particular temporary permit.

Sec. 17-84. - Exemptions.

The following uses and activities shall not constitute unnecessary or excessive noises prohibited in section 17-81:

(1) Cries for emergency assistance and warning calls.

(2) Radios, sirens, horns and bells and other sounds created by police, fire and other emergency response vehicles.

(3) Parades, fireworks displays, and other activities for which a permit has been obtained from the City, pursuant to section 675-20, within such hours and in accordance with such restrictions as may be imposed as conditions for the issuance of the permit.

(4) Authorized activities on or in municipal or publicly owned properties and facilities, except where such publicly owned properties or facilities are under private operation or use, unless the City Manager or the City Manager's designee has specifically authorized an exemption from this section, which exemption will be subject to specific requirements consistent with the administrative guidelines approved by separate resolution of the City Commission.

(5) Fire alarms and burglar alarms, bells and chimes of churches or other religious institutions; however, false fire and burglary alarms shall be subject to enforcement procedures and penalties as set forth in Article VII of chapter 8.

(6) Locomotives and other railroad equipment and aircraft, to the extent that City regulation is preempted by federal law.

(7) Noises resulting from emergency work.

(8) Any noise resulting from activities of a temporary duration permitted pursuant to section 17-83.

(9) Noise generated by motor vehicles as defined in F.S. § 320.01, as amended, when operated and equipped in accordance with requirements set forth in the Florida Statutes.

(10) Live or amplified sound projecting within the Entertainment District.

Sec. 17-85. - Enforcement by enforcement officers; notice of violation; warnings; responsibility to provide current address.

(a) *Oral warnings.* If an enforcement officer detects a violation of this Article with or without a complaint having been made, the inspector shall first issue one (1) oral courtesy warning and inform the violator that the violator will be subject to penalties if the violation continues.

(b) *Notice of violation.* If an enforcement officer detects a violation of this Article, after providing an oral warning, the officer shall issue a notice of violation to each person and entity identified in section 17-82 and, when applicable, a copy of the violation shall be provided to the property owner. The enforcement officer shall inform the violator(s) that the noise violation must immediately cease. The notice shall include the following information:

(1) Name of the violator.

(2) Date and time of violation.

(3) Nature of the violation.

(4) Amount of fine or other penalty for which the violator may be liable pursuant to section 17-86 of this Article or as otherwise provided by law.

(5) Instructions and due date for paying the fine.

(6) Notice that the violation may be appealed by filing a written request for an administrative hearing with the clerk of the special magistrate within ten (10) days after service of the notice of violation, that failure to do so shall constitute an admission of the violation and waiver of the right to a hearing, and that unpaid fines will result in the imposition of liens which may be foreclosed by the City.

The notice shall be signed by the enforcement officer who witnessed the violation.

Sec. 17-86. - Fines and penalties for violation; appeals; alternate means of enforcement.

(a) A two hundred and fifty dollar ($250.00) civil fine shall be imposed for violation of this Article. Each violation shall constitute a separate offense for which a separate fine shall be imposed.

(b) A violator who has been served with a notice of violation shall elect either to:

(1) Pay the civil fine in the manner indicated on the notice of violation; or

(2) File a written request for an administrative hearing before a special magistrate to appeal the decision of the enforcement officer that resulted in the issuance of the notice of violation. The written request shall be submitted to the clerical staff of the special magistrate no later than ten (10) days from issuance of the notice of violation, and shall be accompanied by an appeal fee as approved by a resolution of the City Commission. The fee will be returned to the violator if the special magistrate rules in favor of the violator. All disputes regarding proper notice of the violation and timeliness of the appeal shall be heard by the special magistrate prior to any hearing on the merits of the violation itself.

(c) The procedures for appeal of the notice of violation shall be as set forth in section 2-53(l)(2)(b) of this code.

(d) Failure of the named violator to appeal the decision of the enforcement officer within the prescribed time period shall constitute a waiver of the violator's right to administrative hearing before the special magistrate. A waiver of the right to an administrative hearing shall be treated as an admission of the violation and penalties shall be assessed accordingly.

(e) Any party aggrieved by the decision of a special magistrate may appeal that decision the Seventeenth Judicial Circuit for Broward County, as provided in section 2-54 of this Code.

(f) The City may institute proceedings in a court of competent jurisdiction to compel payment of civil fines. A certified copy of an order imposing a civil fine or City bill for penalties due under this section may be recorded in the public records and thereafter shall constitute a lien

upon any other real or personal property owned by the violator and it may be enforced in the same manner as a court judgment by the sheriffs of this state, including levy against the personal property, but shall not be deemed to be a court judgment except for enforcement purposes. After (2) two months from the filing of any such lien that remains unpaid, the City may foreclose or otherwise execute on the lien. All costs and attorney's fees incurred by the City for collecting any fine shall be paid by the violator.

* * *

Section 4. That if any section, clause, sentence or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 5. That all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are repealed to such extent of the conflict.

Section 6. That this Ordinance shall take full effect immediately upon its passage and adoption.

PASSED on first reading on June 25, 2019.

PASSED AND ADOPTED on second reading on _____, 2019.

ATTEST:

_____	_____
THOMAS SCHNEIDER, CMC	LORI LEWELLEN
CITY CLERK	MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

_____

THOMAS J. ANSBRO
CITY ATTORNEY

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Resolution

Continued from:

Requested Action (Identify appropriate Action or Motion)
ADOPT RESOLUTION AWARDING A CONTRACT RELATED TO CITY INVITATION TO BID (“ITB”) NO. 19-003 TO POSEIDON DREDGE & MARINE, INC., FOR MARINE DREDGING WORK, AT THE CITY OF DANIA BEACH MARINA, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED THIRTY EIGHT THOUSAND DOLLARS ($138,000.00)

Purchasing Requests ONLY		
Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached
Memo to City Manager - Award Marina Dredging Project to Poseidon (Fin Rev 6-12-19).., R-2019- Poseidon Dredge and Marine Bid Award for Marina Dredging Project, Marine Dredging Exhibits "A", Exhibit "B", and Exhibit "C"

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH
PARKS AND RECREATION DEPARTMENT

MEMORANDUM

DATE: June 25, 2019

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

THRU: Nicki Satterfield, Finance Director

FROM: Eric Brown, Parks & Recreation Director

SUBJECT: Award Marina Dredging Project to Poseidon Dredge & Marine, Inc., a Florida Company and execute Resolution

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REQUEST

The City Administration is requesting the City Commission to approve a Resolution to award a contract for the Marina Dredging Project to Poseidon Dredge & Marine, Inc, a Florida Company, in an amount not to exceed One Hundred Thirty Eight Thousand Dollars ($138,000.00).

BACKGROUND

The City posted and advertised ITB No. 2019-003 for proposals for the Marina Dredging Project on March 7, 2019. The City received two (2) responses from proposers as described on the attached Resolution and conducted presentations on April 12, 2019. The Bid Review Committee convened on May 14, 2019 to review and further analyze the responses and presentations. The original bids both exceeded the budgetary amount for the project. Therefore, both bidders were requested to remove the as-built portion of their proposal. The Bid Review Committee selected Poseidon Dredge & Marine, Inc. as the most responsive and responsible proposer to award the bid to.

BUDGETARY IMPACT

Funds are available and appropriated in the Marina Fund Dredging Project Account No. 406-72-20-575-63-10 in the amount of $150,000.00. Award of this contract leaves a remaining balance of $12,000.00.

RECOMMENDATION

Recommendation is for the City Commission to provide approval and signature of the attached Resolution.

_____

Ana M. Garcia, City Manager, ICMA-CM

RESOLUTION NO. 2019-064

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AWARDING A CONTRACT RELATED TO CITY INVITATION TO BID ("ITB") NO. 19-003 TO POSEIDON DREDGE & MARINE, INC., FOR MARINE DREDGING WORK, AT THE CITY OF DANIA BEACH MARINA, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED THIRTY EIGHT THOUSAND DOLLARS ($138,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach posted and advertised City ITB No. 19-003 to accept bids for the Marina Dredging Project on March 7, 2019; and

WHEREAS, on April 12, 2019 the City received two (2) responses to the ITB from Poseidon Dredge & Marine, Inc. and Kearns Construction Company; a copy of the Bid Tabulation Form is attached as Exhibit "A", which is incorporated into this Resolution by this reference; and

WHEREAS, the Bid Review Committee met on May 14, 2019 and ranked and reviewed both bids; and

WHEREAS, both original bids exceeded the budgetary amount for this project and therefore, both bidders were requested to remove the as-built portion of the bid as the City recommends that a surveying company will conduct the as-built portion at lesser cost to the City; copies of the revised Bid Forms are attached as Exhibit "B" and incorporated into this Resolution by this reference; and

WHEREAS, the Bid Review Committee determined that both submittals had met the minimum requirements set forth in the ITB and ranked the submittals; and

WHEREAS, the Bid Review Committee ranked the two (2) submittals as follows:

1st Most Responsive, Poseidon Dredge & Marine, Inc.	$138,000.00
2nd Most Responsive, Kearns Construction Company	$174,000.00

WHEREAS, it is recommended that the City Commission award a contract to Poseidon Dredge & Marine, Inc., ("Contractor") as the most responsive and responsible bidder for the work requested by the City in an amount not to exceed One Hundred Thirty Eight Thousand Dollars ($138,000.00);

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

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

Section 2. That the City Commission awards the contract to Poseidon Dredge & Marine, Inc., for the Marina Dredging Project, for an amount not to exceed One Hundred Thirty Eight Thousand Dollars ($138,000.00).

Section 3. That the proper City officials are authorized to execute an agreement with Poseidon Dredge & Marine, Inc., and the City Manager and the City Attorney are authorized to make minor revisions to the Agreement as are deemed necessary and in the best interest of the City; a copy of the Agreement is attached as Exhibit "C".

Section 4. That funding for this project is available and appropriated in the Marina Fund Dredging Project Account No. 406-72-20-575-63-10 in the amount of One Hundred Fifty Thousand Dollars ($150,000.00). Award of this contract leaves a remaining balance of Twelve Thousand Dollars ($12,000.00).

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 full force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on June 25, 2019.

ATTEST:

THOMAS SCHNEIDER, CMC CITY CLERK	LORI LEWELLEN MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

BID TABULATION FORM

BID OPENING DATE: **FRIDAY, APRIL 12, 2019** **TIME: 10:30 A.M.**

PROJECT NAME: **ITB #19-003 "MARINA DREDGING PROJECT"**

EXHIBIT "A"	BIDDER QUALIFICATION	EXHIBIT "J"	BID BOND
EXHIBIT "B"	BID FORM	EXHIBIT "K"	ACKNOWLEDGEMENT OF ADDENDA
EXHIBIT "E"	BIDDER'S QUESTIONNAIRE	EXHIBIT "L"	CERTIFICATION TO ACCURACY OF BID
EXHIBIT "F"	PUBLIC ENTITY CRIMES FORM	EXHIBIT "M"	FLORIDA TRENCH SAFETY ACT
EXHIBIT "H"	NON-COLLUSION AFFIDAVIT	EXHIBIT "N"	DRUG FREE WORK PLACE
EXHIBIT "I"	INDEPENDENCE AFFIDAVIT	EXHIBIT "O"	REFERENCES

PRESENT AT BID OPENING:
See sign-in sheet attached

THE FOLLOWING BIDS WERE OPENED BY:

Erika Clayton, Records Specialist
Angel Lunkins, Deputy City Clerk

	VENDOR	1 Original 4 Copies 1 Digital	COI	Exh. A	Exh. B	Exh. E	Exh. F	Exh. H	Exh. I	Exh. J	Exh. K	Exh. L	Exh. M	Exh. N	Exh.O	Total Bid Price
1.	Kearns Construction CO. 2550 S. Bayshore Drive, Suite 206B Miami, Florida 33133 Contact: John Kearns 305-461-0310 jkearns@kearnsconstruction.com	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	$268,000.00

BID TABULATION FORM

BID OPENING DATE: **FRIDAY, APRIL 12, 2019** **TIME: 10:30 A.M.**

PROJECT NAME: **ITB #19-003 "MARINA DREDGING PROJECT"**

EXHIBIT "A"	BIDDER QUALIFICATION	EXHIBIT "J"	BID BOND
EXHIBIT "B"	BID FORM	EXHIBIT "K"	ACKNOWLEDGEMENT OF ADDENDA
EXHIBIT "E"	BIDDER'S QUESTIONNAIRE	EXHIBIT "L"	CERTIFICATION TO ACCURACY OF BID
EXHIBIT "F"	PUBLIC ENTITY CRIMES FORM	EXHIBIT "M"	FLORIDA TRENCH SAFETY ACT
EXHIBIT "H"	NON-COLLUSION AFFIDAVIT	EXHIBIT "N"	DRUG FREE WORK PLACE
EXHIBIT "I"	INDEPENDENCE AFFIDAVIT	EXHIBIT "O"	REFERENCES

	VENDOR	1 Original 4 Copies 1 Digital	COI	Exh. A	Exh. B	Exh. E	Exh. F	Exh. H	Exh. I	Exh. J	Exh. K	Exh. L	Exh. M	Exh. N	Exh.O	Total Bid Price
2.	Poseidon Dredge & Marine, Inc. 319 Wickline Blvd, Suite A Lantana, FL 33462 Contact: Peter Kolb 561-296-4993 PeterK@pdmarineinc.com	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	$213,649.25

AFTER THE BID OPENING, THE BIDS WERE TURNED OVER TO THE FOLLOWING FOR FURTHER REVIEW AND TABULATION:

Eric Brown, Director, Parks and Recreation
Tyler Chappell, Vice President, The Chappell Group
Nick Zweber, Senior Project Biologist / Regulatory Construction Compliance, The Chappell Group
Tania Stevens, Senior Accountant, Finance

City of Dania Beach Marina Dredging Project
ITB# 19-003
Bid Form

* Revised 5/30/19

Bidder Name: Poseidon Dredge & Marine Inc.

Item	Price	Notes
Bond/Insurance	$ 8,000.00	
Mobilization	$ 19,977.00	
Dredging cost	$ 36,360.00	Unit Price=$ 45 / cu yard Contract Volume Based on Revision # 2 808 cuyds
Offsite disposal fee	$ 43,930.00	
Total for Dredging	$ 108,267.00	
Installation of temporary spoil containment area	$ 24,733.00	
Turbidity/Permit Compliance	$ 5,000.00	
As-Built Drawings	$	To be Provided by Owner
Total for Misc.	$ 29,733.00	
Total Bid Amount	$ 138,000.00	

City of Dania Beach Marina Dredging Project
ITB# 19-003
Bid Form

Bidder Name: Keasins Construction Company

Item	Price	Notes
Bond/Insurance	$ 10,000	
Mobilization	$ 50,000	
Dredging cost	$ 80,000	$136.14 (Dredge & Dispose) Unit Price=$ / cu yard
Offsite disposal fee	$ 30,000	
Total for Dredging	$ 110,000	
Installation of temporary spoil containment area	$ 2,000	
Turbidity/Permit Compliance	$ 2,000	
Total for Misc.	$ 4,000	

John Keasins $ 174,000 Total
5/31/2019
305-975-8878

AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS IS AN AGREEMENT, entered into on **_____,** 2019

BETWEEN the Owner:	City of Dania Beach, Florida 100 West Dania Beach Blvd. Dania Beach, Florida 33004
and the Contractor: (Name and address)	Poseidon Dredge & Marine, Inc. 319 Wickline Boulevard, Suite A Lantana, Florida 33462
The Project is:	**Marina Dredging Project**
City Bid No.:	**19-003**
The Project's location:	**City of Dania Beach Marina** **151 N. Beach Road** **Dania Beach, Florida 33004**

The Owner and Contractor agree as follows:

ARTICLE 1.0
THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, any Exhibits to it; Amendments, any Exhibits to any Amendments; other documents referenced or listed in this Agreement; including but not limited to those identified in Section 10.1.8 below, Conditions of the Contract (General, Supplementary, and other Conditions); Drawings; Specifications; Addendum or Addenda issued prior to the execution of this Agreement; modifications issued after execution of this Agreement, all bid documents and Contractor's response to them. All of the documents form the Agreement, and are as fully a part of the Agreement as if attached to it, or repeated in it. The Contract represents the entire and integrated Agreement between the parties to it and supersedes prior negotiations, representations or agreements, either written or oral. The Contract Documents shall not be changed and are not subject to negotiation.

ARTICLE 2.0
THE WORK OF THIS CONTRACT

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3.0
DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The Date of Commencement is the date from which the Contract Time is measured, and shall be the date set forth in the NOTICE TO PROCEED as issued by the Owner. Should the Contractor incur costs prior to the issuance of the NOTICE TO PROCEED, any such costs shall be incurred at the Contractor's risk, and the Owner shall not reimburse the Contractor for any such costs under any circumstances. Notwithstanding the foregoing, Owner may reimburse Contractor for actual costs incurred relating to performance and payment bonds and insurance, with submittal of invoices, in the event that Owner terminates this Contract for convenience, as provided in the General Conditions. If Contractor fails to commence the Work within one (1) week of the date set forth in the NOTICE TO PROCEED, Owner may terminate the Contract immediately, without providing an opportunity to cure.

3.2 The Contractor shall achieve Substantial Completion not later than Ninety (90) calendar days and Final Completion of the entire Work not later than Thirty (30) calendar days, each commencing with the date set forth in the NOTICE TO PROCEED as issued by the Owner, subject to adjustments of this Contract Time as provided in the Contract Documents.

3.3 The parties have agreed that since they are unable to ascertain the amount of damages which would be suffered by Owner as a result of Contractor's failure to timely complete all Work required by the date set forth above, the amount of one-tenth (0.01) of one percent (1%) of the contract value, inclusive of adjustments, per day, but not less than Five Hundred Dollars ($500.00) per day, which amount has been agreed to by the parties, is considered to be Owner's liquidated damages, and it is not a penalty. It shall be assessed against the Contractor until substantial and final completion, respectively, are achieved.

ARTICLE 4.0
CONTRACT SUM

4.1 The Owner shall pay the Contractor, for the Contractor's performance of the Work the Contract Sum of One Hundred Thirty Eight Thousand Dollars ($138,000.00), subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the cost agreed upon by the parties, for the satisfactory performance of the Work in accordance with the Contract Documents.

4.3 The value of any construction Work covered by a Change Order or of any claim for an increase or decrease in the Contract Sum shall be determined in one of the following ways at the Owner's option:

a. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of items involved without additional fees.

b. By mutual acceptance of a lump sum price.

4.4 Contractor may expend funds only for allowable costs resulting from obligations incurred during the specified Agreement period.

4.5 Any balance of unobligated funds which have been advanced or paid must be refunded to the City.

4.6 Any funds paid in excess of the amount to which the Contractor or sub-conntractor is entitled under the terms of the Agreement must be refunded to the City.

4.7 Any additional information as required in Section 215.97, Florida Statutes.

ARTICLE 5.0
PROGRESS PAYMENTS

5.1 Based upon Applications for Payment submitted to the Consultant by the Contractor and Certifications of Payment issued by the Consultant, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below, elsewhere in the Contract Documents and in accordance with Part VII of Chapter 218, Florida Statutes, as it may be amended from time to time, entitled the "Local Government Prompt Payment Act."

5.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

5.3 Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Consultant may require. This Schedule, unless objected to by the Consultant, shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.4 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.5 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

(A) Payment for services performed may be made on a monthly basis upon approval of the Application for Payment by the designated official of the Owner. The Contract may include phases of performance to be negotiated. There will be separate phases for design responsibilities and for construction responsibilities. Retainage will be withheld on all payments as authorized by state law until Owner acceptance of the Project and Owner has received evidence of satisfactory completion of the Contract.

(B) Ten percent (10%) of monies earned by the Contractor shall be retained by Owner until Final Completion and acceptance by Owner, except for the following items: General Conditions and self-performed work performed on a cost reimbursement basis, if any. After fifty

percent (50%) of the Work has been completed, Contractor may request that the Contract Administrator reduce the retainage to five (5%) percent of all monies previously earned and all monies earned thereafter, and Owner shall grant such request, provided that there are no pending claims by the Owner for delay or otherwise, and provided further that there are no pending third party claims against the Owner as a result of the Work, including claims for non-payment by Contractor's lower-tiered subcontractors and suppliers ("Claims"). At any time thereafter, Contract Administrator may increase retainage back to ten percent (10%) of all monies previously earned and all monies earned thereafter, if in the sole discretion of thr Contract Administrator, such increase is necessary to protect the Owner from any Claims, and such retainage may be deducted from any monies then due or that is to become due the Contractor. After ninety (90%) percent of the Work has been completed, and provided that there are no pending Claims, the Contract Administrator may reduce the retainage to two and one-half (2-1/2%) percent of all monies previously earned and all monies earned thereafter. Subsequent to Final Completion and prior to Final Payment, Contract Administrator may reduce retainage to a nominal amount at the sole discretion of the Contract Administrator. Any reduction in retainage shall be in the sole discretion of the Contract Administrator, and Contractor shall have no entitlement to a reduction. Owner shall hold retainage in the amount of two and one-half percent (2-1/2%) or such reduced amount as applicable, until the expiration of any applicable warranty period(s) to ensure completion of Contractor's warranty obligations and maintenance of all required insurance coverages during the warranty period(s). Any interest earned on retainage shall accrue solely to the benefit of Owner.

(C) Owner may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:

1. Defective Contractor or Subcontractor Work not remedied.

2. Claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor

3. Failure of Contractor to make payments properly to subcontractors or for material or labor.

4. Damage to another subcontractor not remedied.

5. Failure of Contractor to provide any and all documents required by the Contract Documents.

5.6 Each Application for Payment after the first Application shall be accompanied by a Certification of Payment form, provided by the Owner, from the Contractor and each Supplier and Subcontractor, in amounts equal to those stated in the PRIOR Application for the Contractor and each Subcontractor and each Subcontractor, Material/Labor Supplier so due payment. The Application for Payment for Retainage shall be accompanied by a final Certification of Payment and Release of Claim form from the Contractor, each Supplier and Subcontractor in amounts equal to those stated in the Schedule of Values.

ARTICLE 6.0
FINAL PAYMENT

6.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work, if any, which obligation survives final payment and continues thereafter;

2) a final Certification of Payment has been issued by the Consultant; such final payment shall be made by the Owner not more than thirty (30) days after the issuance of the Consultant's final Certification of Payment;

3) final Certification of Payment has been furnished from the Contractor, Suppliers and Subcontractors; and

4) a Consent of Surety, if any, for final payment.

ARTICLE 7.0
TERMINATION OR SUSPENSION OF AGREEMENT

7.1 TERMINATION BY THE CONTRACTOR:

1. The Contractor may terminate the Agreement if the Work is stopped for a period of thirty (30) days through no act or fault of the Contractor, Subcontractor, Sub-subcontractor, their agents or employees, or any other persons performing portions of the Work under the Agreement with the Contractor, for any of the following reasons:

   a. issuance of an order of a court or other public authority having jurisdiction, and

   b. an act of government, such as a declaration of national emergency, making material unavailable.

2. If one of the above reasons exists, the Contractor may, upon five (5additional days' written notice to the Owner, terminate the Agreement and recover from the Owner payment for Work performed.

7.2 TERMINATION BY THE OWNER FOR CAUSE:

1. The Owner may terminate the Agreement if the Contractor:

   a. persistently or repeatedly refuses or fails to supply enough properly skilled workers, proper equipment, materials, or fails to adhere to the schedule

established as adjusted from time to time pursuant to the terms of the Agreement;

b. fails to comply with laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction, including Owner;

c. commits any act or omission that evidences a lack of integrity or honesty or which reflects negatively on the Owner, including but not limited to the company of its owners, officers and agents being charged with any act of moral turpitude or any environmental violation;

d. fails to obtain or maintain all insurance Coverage required by the Contract Documents; or

e. otherwise is guilty of substantial breach of a provision of the Agreement or Contract Documents.

2. When the Owner terminates the Agreement, the Contractor shall not be entitled to receive any further payment until the Work is completed and approved by the Engineer of Record.

3. All damages, costs and charges incurred by Owner, shall be deducted from any monies due or which may become due to Contractor. In case the damages and expenses so incurred by Owner shall exceed the unpaid balance, then Contractor shall be liable and shall pay to Owner the amount of such excess.

4. If, after Notice of Termination or Suspension of Contractor's right to proceed, it is determined for any reason that Contractor was not in default, the rights and obligations of Owner and Contractor shall be the same as if the Notice of Termination had not been issued, pursuant to the Termination for Convenience clause as set forth below.

7.3 TERMINATION BY THE OWNER FOR CONVENIENCE:

The Agreement may be terminated for convenience by City upon fifteen (15) days' advance written notice to Consultant and the Consultant's surety, if any (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes effective. In such case, the Consultant shall be paid for all acceptable work performed prior to termination and shall not be entitled to any other costs, fees or payments.

7.4 SUSPENSION BY THE OWNER FOR CAUSE

The Owner may order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as deemed necessary by the Owner, if the Contractor fails to maintain all insurance Coverage required by the Contract Documents.

Any delay in the Work caused by a lapse in Coverage shall be deemed non-excusable, shall not be grounds for a time extension, and shall be subject to any other applicable provisions in the Agreement and Contract Documents concerning Contractor delay.

7.5 SUSPENSION BY THE OWNER FOR CONVENIENCE

1. The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part, for such period of time as the Owner may determine, and the Contractor shall be entitled to an appropriate time extension, provided the suspension delays the critical path of the Work.

2. If such suspension exceeds thirty (30) consecutive days, Contractor may also be entitled to an adjustment in the Contract Sum for increases in the cost of performance of the Contract resulting directly from the suspension, delay, or interruption, including reasonable profit on such increased cost; provided however, that no adjustment will be made to the extent:

a. that performance is, was, or would have been so suspended, delayed, or interrupted by another cause for which Contractor is responsible;

b. that Contractor fails to adequately document the cost increase;

c. that the Contractor would have incurred the cost increase regardless of the suspension, delay, or interruption, or

d. that an equitable adjustment is made or denied under another provision of the Agreement or Contract Documents.

7.6 RECEIPT OF NOTICE OF TERMINATION OR SUSPENSION

Upon receipt of Notice of Termination or suspension, Contractor shall deliver or otherwise make available to Owner all data, drawings, specifications, reports, estimates, summaries and such other information as may have been required by the Agreement or Contract Documents, whether completed or in process.

ARTICLE 8.0
INSURANCE COVERAGE

8.1 The Contractor shall not commence Work under the Agreement until Contractor has obtained all insurance required under this Article, and not until such time that the coverages are approved by the Risk Manager of the City. The Contractor shall not allow any employee of Contractor or any Subcontractor to commence Work on any subcontract until the subcontractor and all Coverages required of any subcontractor have been obtained and approved by the Risk Manager of the City. In addition, Contractor shall be responsible for any and all policy deductibles and self-insured retentions.

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

8.1.1 "Preliminary" certificate means that certificates of insurance verifying all general insurance requirements (as noted below) <u>must</u> be included with your Bid submittal on the date and time of the Bid opening.

If the "preliminary" certificates are not included with your Bid submittal, then the City has the right to consider the submitted Bid as non-responsive on the date and time of the Bid opening. "Preliminary" Certificates may be issued without documentation of all "Special Provisions". However, Contractor does understand that all provisions, including "Special Provisions" noted below are expected to be fully documented on or attached to the "Official" Certificates of Insurance as described below.

8.1.2 "Official" Certificates of Insurance must be delivered to the City Clerk's office and Risk Manager of the City. If the "Official" certificates are not delivered before or on the fourteenth (14th) Business Day after the issuance by the City of the "Notice of Apparent Low Bidder", then the City has the right to consider the awarded Agreement to the successful Bidder as void and to negotiate a agreement
with the next lowest responsive and responsible Bidder. "Special Provisions", as referenced below under each type of insurance requirement shall be fully confirmed on or attached to the "Official" certificates.

8.1.3 All Certificates of Insurance must clearly identify the agreement to which they pertain, including a brief description of the subject matter of the agreement. The certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days' prior written notice has been given to City. If this coverage is not provided, then Contractor is responsible for such notice to City. Insurance policies for required coverages shall be issued by companies authorized to do business under the laws of the State of Florida and any such companies' financial ratings must be no less than A-VII in the latest edition of the "BEST'S KEY RATING GUIDE", published by A.M. Best Guide. In the event that the insurance carrier's rating shall drop, the insurance carrier shall immediately notify the City in writing.

8.1.4 Coverages shall be in force until all Work required to be performed under the terms of the Agreement, including any applicable warranty period, is satisfactorily completed as evidenced by the formal written acceptance by the City. In the event insurance certificates provided to City indicate that the insurance shall terminate and lapse during the period of the Agreement, including any applicable warranty period, then in that event, the Contractor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverages for the balance of the period of the Agreement, including any extension of it, and including any applicable warranty period, is in effect. **THE CONTRACTOR AND ANY SUBCONTRACTOR SHALL NOT PERFORM OR CONTINUE WORK PURSUANT TO THE AGREEMENT, UNLESS ALL COVERAGES REMAIN IN FULL FORCE AND EFFECT. ANY DELAY IN THE WORK CAUSED BY A LAPSE IN COVERAGE SHALL BE NON-EXCUSABLE, SHALL NOT BE GROUNDS FOR A TIME EXTENSION, AND WILL BE SUBJECT TO ANY OTHER APPLICABLE PROVISIONS**

DESCRIBED IN THE AGREEMENT OR ELSEWHERE IN THE BID DOCUMENTS CONCERNING CONTRACTOR DELAY.

8.1.5 The below coverages are minimum limit requirements. Umbrella or Excess Liability policies are acceptable to provide the total required liability limits, as long as the Risk Manager of the City reviews and approves in writing the insurance limits on each of the policies. The City must approve any changes to these specifications and has the right to review and amend coverage requirements. The CONTRACTOR shall be held responsible for any modifications, deviations, or omissions in these insurance requirements. CONTRACTOR shall be responsible for any deductible amounts.

8.1.6 GENERAL LIABILITY INSURANCE is to include bodily injury, broad form property damage, products/completed operations, blanket agreementual liability, and personal/advertising injury with limits of no less than One Million Dollars ($1,000,000.00) per occurrence, and Two Million Dollars ($2,000,000.00) annual aggregate.

SPECIAL PROVISIONS AS TO GENERAL LIABILITY INSURANCE:
(to be confirmed on or attached to the Official Certificate of Insurance)

- Annual Aggregate shall apply "Per Job";
- "The City of Dania Beach, Florida" is added as a named "Additional Insured";
- Additional Insured status is included for Products completed operations coverage for a period of no less than five (5) years following the completion of the Work or Project;
- Additional insured coverage shall be no more restrictive than Insurance Services Office (ISO) form CG 2037 (07 04);
- Contractor's insurance shall be primary and non-contributory;
- Waiver of Subrogation in favor of the City;
- 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
- Copy of Additional Insured Endorsement or other endorsements may be attached to the Certificate.

8.1.7 WORKERS' COMPENSATION INSURANCE shall be maintained by Contractor and any subcontractors during the life of the Agreement, including any applicable warranty period(s), and it is to apply to all "statutory employees" of Contractor (as that phrase is defined by Chapter 440, Florida Statutes), in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws, for the benefit of the Contractor, its employees, and Subcontractors.

In the case any work is sublet as otherwise addressed in the Agreement or Bid Documents, the Contractor shall require any Subcontractors similarly to provide Workers' Compensation Insurance for all of the latter's employees, in addition to any coverage afforded by the Contractor, by furnishing statutory limits Part A, and no less than One Million Dollars ($1,000,000.00) Employers' Liability limits Part B.

IN NO EVENT SHALL THE CONTRACTOR BE PERMITTED TO UTILIZE IN THE PROSECUTION OF THE WORK, THE FOLLOWING: I) ANY EMPLOYEE, SUBCONTRACTOR OR SUBCONTRACTOR EMPLOYEE WHO IS EXEMPTED OR PURPORTED TO BE EXEMPT FROM WORKERS' COMPENSATION INSURANCE COVERAGE; OR II) ANY EMPLOYEE, SUBCONTRACTOR OR SUBCONTRACTOR EMPLOYEES WHO WILL BE COVERED BY AN EMPLOYEE LEASING ARRANGEMENT.

SPECIAL PROVISIONS AS TO WORKERS' COMPENSATION INSURANCE:
(to be confirmed on or attached to the Official Certificate of Insurance)

- 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
- Waiver of Subrogation.

8.1.8 AUTOMOBILE LIABILITY INSURANCE shall be maintained with combined single limits of no less than One Million Dollars ($1,000,000.00), to include coverage for owned, hired, and non-owned vehicles.

SPECIAL PROVISIONS AS TO AUTOMOBILE LIABILITY INSURANCE:
(to be confirmed on or attached to the Official Certificate of Insurance)

- "The City of Dania Beach" is added as a named "Additional Insured";
- 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and Waiver of Subrogation.

8.1.9. During the performance of the Contract, there may be times when the Contractor will be required to obtain an Owner permit for such Work, or in connection with the items or services. It is the responsibility of the Contractor to insure that it has the appropriate Owner permits as may become necessary during the performance of the Contract. Any fees related to the Owner required permits in connection with the Contract will be the sole responsibility of the Contractor.

8.1.10 Licenses, permits, and fees that may be required by Broward County, state or federal entities are not included in the above list.

ARTICLE 9.0
ENUMERATION OF CONTRACT DOCUMENTS

The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

9.1.1 The Agreement is this executed Agreement between Owner and Contractor.

9.1.2 The General Conditions are the General Conditions of the Contract for Construction.

9.1.3 The Supplemental and other conditions of the Contract are those contained in the Contract Documents dated March 7, 2019.

9.1.4 The Specifications are those contained in the Contract Documents listed in the Table of Contents.

9.1.5 The Drawings are dated January 2, 2019.

9.1.6 The Addendum, if any, is in Section 00900 and summarized below:

Number	Date
1	March 7, 2019
2	March 21, 2019

9.1.7 The Certification of Payment forms and Project Closeout Forms are those contained in the Contract Documents.

ARTICLE 10.0
MISCELLANEOUS PROVISIONS

10.1 Where reference is made in this Agreement to a provision of the General Conditions or other Contract Documents, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

10.2 Other governmental entities may elect to purchase the goods and services specified in this Agreement, which shall be made available upon the same terms and conditions as those specified in this Agreement.

ARTICLE 11.0
GOVERNING LAW; CONSENT TO JURISDICTION

The law of the State of Florida shall govern this Contract. This Contract is not subject to arbitration. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to this Agreement. Venue of any action to enforce this Agreement shall be in Broward County, Florida. The parties expressly waive all rights to trial by jury for any disputes arising from, or in any way connected with this Agreement. The parties understand and agree that this waiver is a material contract term.

ARTICLE 12.0
SUCCESSORS AND ASSIGNS

The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Contract. Neither party to the Contract shall assign the Contract or any portion of it without advance written consent of the other.

ARTICLE 13.0
WRITTEN NOTICE

Whenever any party desires to give notice to the other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended. The places for giving of notice shall remain as set forth below until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the Contractor and the Owner designate the following as the respective persons and places for the giving of notice:

Owner's Representative:	Ana M. Garcia, ICMA-CM, City Manager City of Dania Beach, Florida 100 West Dania Beach Boulevard Dania Beach, Florida 33004
As to City:	Thomas Ansbro, City Attorney City of Dania Beach, Florida 100 West Dania Beach Boulevard Dania Beach, Florida 33004
Project Manager:	Eric Brown, Director Parks and Recreation Department Dania Beach, Florida 33004 Telephone: 954-924-6800, Ext. 3730
Project Consultant:	Tyler Chappell, The Chappell Group, Inc 714 East McNab Road Pompano Beach, Florida 33060 Telephone: 954-782-1908

ARTICLE 14.0
RIGHTS AND REMEDIES

14.1 Duties and obligations imposed by the Contract Documents and rights and remedies available under them shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

14.2 No action or failure to act by the Owner, Consultant or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach under it, except as may be specifically agreed in writing.

ARTICLE 15.0
DISPUTE RESOLUTION

15.1 CLAIMS AND DISPUTES

A. The responsibility to substantiate a Claim shall rest with the party making the Claim. All Claims must be made in writing and addressed to the Owner and the Consultant.

B. **Process for Resolving a Claim.** The Consultant shall review the Claim and make a recommendation to the Owner. The Owner shall render a final decision regarding the Claim. A decision by the Owner shall be required as a condition precedent to litigation of a Claim between the Contractor and Owner as to all such matters arising prior to the date final payment is due, regardless of: 1) whether such matters relate to execution and progress of the Work; or 2) the extent to which the Work has been completed.

C. **Time Limits on Claims.** Claims by the Contractor must be made within thirty (30) days after occurrence of the event giving rise to such Claim or within thirty (30) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims by the Consultant, Contractor or their respective subcontractors must be made by written notice to the Owner. An additional Claim made after the initial Claim has been implemented by Change Order will not be considered unless submitted in a timely manner.

D. **Continuing Contract Performance.** Pending final resolution of a Claim, unless otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

E. **Claims for Concealed or Unknown Conditions.** If conditions are encountered at the Project site which are: 1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents; or 2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist in the locale of the Project site and generally not recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than twenty-one (21) days after first observance of the conditions. The Consultant shall promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, Consultant shall recommend to the Contractor, with the Owner’s approval, an equitable adjustment in the Contract Sum, Contract Time, or both. If the Consultant determines that the conditions at the Project site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Consultant shall so notify the Owner and Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be

made within twenty-one (21) days after the Consultant has given notice of the decision. If the Consultant and Contractor cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be referred to the Owner for final determination.

F. **Claims for Additional Cost.** If the Contractor wishes to make Claim for an increase in the Contract Sum, written notice as provided in these Conditions shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Paragraph 10.3. If the Contractor believes additional cost is involved for reasons including but not limited to: 1) a written interpretation from the Consultant; 2) an order by the Owner to stop the Work where the Contractor was not at fault; 3) a written order for a minor change in the Work issued by the Consultant; 4) failure of payment by the Owner; 5) termination of the Contract by the Owner; or 6) Owner's suspension of Work, then the Claim shall be filed in accordance with the procedure established in this Contract.

G. **Claims for Additional Time.**

1. If the Contractor wishes to make Claim for an increase in the Contract Time, written notice as provided in these Conditions shall be given. The Contractor's Claim shall include an estimate of cost and a probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

2. If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction.

H. **Injury or Damage to Person or Property.** If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, or any of the other party's employees or agents, or of others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding twenty-one (21) days after first observance of the injury or damage. The notice shall provide sufficient detail to enable the other party to investigate the matter. If a Claim for additional cost or time related to this Claim is to be asserted, it shall be filed as provided in Paragraphs 4.3 (F) or

15.2 RESOLUTION OF CLAIMS AND DISPUTES

A. The Consultant shall review Claims and take one or more of the following preliminary actions within ten days of receipt of a Claim: 1) request additional supporting data from the claimant: 2) submit a schedule to the parties indicating when the Consultant expects to take action; or 3) suggest a compromise. The Consultant may, at the Owner’s direction, notify the surety, if any, of the nature and amount of the Claim. The Consultant shall notify the Owner or the Claimant. The Owner shall make the final determination of whether to pay or dispute the Contractor’s Claim.

B. If a Claim has been resolved, the Consultant shall prepare or obtain appropriate documentation.

C. If a Claim has not been resolved, the party making the Claim shall, within ten days (10) after the Consultant's preliminary response, take one or more of the following actions: 1) submit additional supporting data requested by the Consultant; 2) modify the initial Claim; or 3) notify the Consultant that the initial Claim remains valid.

D. The Consultant shall notify the parties in writing of the Owner's decision within seven days of receipt of: 1) additional supporting data; 2) a request to modify the initial Claim; or 3) that the initial Claim stands and the Owner's decision shall be final and binding on the parties but subject to review by a court of competent jurisdiction. The Consultant shall prepare or obtain appropriate documentation regarding the Claim. If there is a surety and there appears to be a possibility of a Contractor's default, the Consultant may, at the Owner's direction, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

15.3 All claims, counterclaims, disputes and other matters in question between Owner and Contractor arising out of, relating to or pertaining to this Agreement, the breach of it, the services of it, or the standard of performance required in it, shall be addressed by resort to non-binding mediation as authorized under the laws and rules of Florida; provided, however, that in the event of any dispute between the parties, the parties agree to first negotiate with each other for a resolution of the matter or matters in dispute and, upon failure of such negotiations to resolve the dispute, the parties shall resort to mediation. If mediation is unsuccessful, any such matter may be determined by litigation in a court of competent jurisdiction in Broward County, Florida, or the Federal District Court of the Southern District of Florida and appropriate appellate courts for such venue and jurisdiction.

ARTICLE 16.0
BINDING AUTHORITY

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and is authorized to bind and obligate such party with respect to all provisions contained in this Agreement.

ARTICLE 17.0
HEADINGS

Headings in this Agreement are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

ARTICLE 18.0
EXHIBITS

Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits, if not physically attached, are treated as parts of this Agreement and are incorporated in it by this reference.

ARTICLE 19.0
SEVERABILITY

If any provision of this Agreement or application of it to any person or situation shall to any extent be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected, and shall continue in full force and effect, and shall be enforced to the fullest extent permitted by law.

ARTICLE 20.0
ATTORNEY FEES

Each party shall bear its own attorney fees for any litigation related to the Agreement.

ARTICLE 212.0
EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the Owner and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral.

ARTICLE 22.0
WAIVER

Failure of the Owner to insist upon strict performance of any provision or condition of this Agreement, or to enforce any right contained in it, shall not be construed as a waiver or relinquishment for the future of any such provision, condition or right, but the same shall remain in full force and effect.

ARTICLE 23.0
CONFLICT

In the event there is a conflict between any of the terms in any of the documents contained in any Exhibit to this Agreement and any terms of this Agreement, the terms of this Agreement shall prevail.

ARTICLE 24.0
PUBLIC RECORDS LAW

24.1 Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Owner.

24.2 Upon request from the Owner custodian of public records, Contractor shall provide the Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

24.3 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Owner.

24.4 Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the City Manager, at no cost to the Owner, within seven (7) days. All such records stored electronically by Owner shall be delivered to the Owner in a format that is compatible with the Owner's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

24.5 Any compensation due to Contractor shall be withheld until all records are received as provided in this Article.

24.6 Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Owner.

Section 119.0701(2)(a), Florida Statutes

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records:	**THOMAS SCHNEIDER, CITY CLERK**
Mailing Address:	**100 W. Dania Beach Boulevard** **Dania Beach, Florida 33004**
Telephone number:	**954-924-9800, Ext. 3623**
Email:	**tschneider@daniabeachfl.gov**

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals effective the day and year written above.

CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation

_____
THOMAS SCHNEIDER, CMC
CITY CLERK

_____
LORI LEWELLEN, MAYOR

APPROVED AS TO FORM AND CORRECTNESS

_____
THOMAS J. ANSBRO, CITY ATTORNEY

_____
ANA M. GARCIA, ICMA-CM
CITY MANAGER

WITNESSES:

_____
Signature

_____
PRINT Name

_____
Signature

_____
PRINT Name

CONTRACTOR:
Poseidon Dredge & Marine Inc., a Florida Corporation

_____
Signature

_____
PRINT Name

_____
Title

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me on_____, 2019, by _____, as _____ of Poseidon Dredge & Marine, Inc., a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced _____as identification.

My Commission Expires:

_____
Notary Public, State of Florida

_____
Print Name

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Ordinance

Continued from:

Requested Action (Identify appropriate Action or Motion)
CONTINUE UNTIL JULY 23, 2019 CITY COMMISSION MEETING AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE DEVELOPMENT OF REGIONAL IMPACT ABANDONMENT REQUEST (OT-85-18) SUBMITTED BY JOHN D. VOIGT, ESQ. ON BEHALF OF THE DESIGN CENTER OF THE AMERICAS FOR PROPERTY LOCATED AT 1855 GRIFFIN ROAD, IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A;" PROVIDING FOR CONFLICTS; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(FIRST READING)**

Purchasing Requests ONLY		
Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached
DCOTA DRI, DCOTA app

CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
MEMORANDUM

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

DATE: June 25, 2019

TO: Honorable Mayor and Commissioners

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

VIA: Marc C. LaFerrier, AICP, Director
Corinne Lajoie, AICP, Planning and Zoning Manager

RE: OT-85-18: The applicant, John D. Voigt, Esq., on behalf of the property owners, is requesting Abandonment of a Development of Regional Impact (DRI) for the property located at 1855 Griffin Road.

The Request
To allow abandonment of a Development of Regional Impact (DRI) prior to build-out.

Background
The original Development Order, Ordinance No. 20, has been amended twelve (12) times. The amendments are recorded as City of Dania Beach Ordinances: 4-84; 22-84; 05-87; 02-88; 23-90; 47-91; 04-96; 2000-017; 2000-051; 2002-022; 2007-031; and 2011-018.

Staff is requesting to continue this item to allow continued review and coordination with the applicant of the information provided.

Budgetary Impact
No budgetary impacts, as build-out of the site will continue to occur.

Recommendation
Continue this item to the July 23, 2019 City Commission meeting

DANIA BEACH
SEA IT LIVE IT. LOVE IT.

RECEIVED
DEC 0 6 2018
Planning Department

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:** DRI Abandonment ***(SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)***

Date Rec'd: _____

Petition No.: OT-85-19

THIS APPLICATION WILL NOT BE ACCEPTED UNTIL IT IS COMPLETE AND SUBMITTED WITH ALL NECESARRY DOCUMENTS. Refer to the application type at the top of this form and **"Required Documentation"** checklist to determine the supplemental documents required with each application.
For after the fact applications, the responsible contractor of record shall be present at the board hearing. 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: 1855 Griffin Road, Dania Beach, 33004

Lot(s): ---- Block: --- Subdivision: Application covers both of the entire plats listed below:

Recorded Plat Name: Design Center of the Americas and Design Center Hotel Office Complex

Folio Number(s): See attached. Legal Description: See attached.

Applicant/Consultant/Legal Representative **(circle one)** John D. Voigt, Esq. (Doumar, Allsworth, Laystrom, Voigt, Wachs, & Adair LLP)

Address of Applicant: 1177 SE 3rd Avenue, Ft. Lauderdale, FL 33316

Business Telephone: 954-762-3400 Home: _____ Fax: 954-468-1469

E-mail address: JDVOIGT@aol.com

Name of Property Owner: See attached owners by parcel ID

Address of Property Owner: DCOTA - 1855 Griffin Road, Suite B-482, Dania Beach, FL 33004

Business Telephone: 954-607-2626 Home: _____ Fax: _____

Explanation of Request: To abandon the "Design Center of the Americas" DRI.
*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: 43.777 Gross Acreage: _____ Prop. Square Footage: _____

Existing Use: Wholesale Showroom, Office, and Hotel Proposed Use: Wholesale Showroom, Office, and Hotel.

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 John D. Voigt and Doumar Allsworth Laystrom et al **(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 14th **DAY OF** NOVEMBER **, 20**18

By: STEVEN M. CHERNIAK, Notary Public
State of New York, No. 24-4603886
Qualified in Nassau County
Cert. Filed in New York County
Commission Expires April 30, 20 22

_____
(Print name of person acknowledging)

_____
(Joint owner signature if applicable)

Notary _____

(Signature of Notary Public – State of NEW YORK **)**

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.

AGENT AUTHORIZATION

The undersigned, as manager of the following listed ownership entities of the properties that comprise the Design Center of the Americas ("DCOTA"), hereby appoints Design Center of the Americas, LLC as the authorized agent for all ownership entities to sign all applications and otherwise process all applications for developmental approvals with the City of Dania Beach, Florida, Broward County, the State of Florida, and the Federal Aviation Administration with regard to the DCOTA development and the forthcoming OCOTA office development:

Folio Number	Owner
5042 33 36 0014	1835 Griffin Road LLC
5042 33 36 0010	Cohen Dania Beach Hotel LLC
5042 33 36 0015	1835 Griffin Road LLC
5042 33 36 0011	1805 Griffin Road LLC
5042 33 36 0013	1805 Griffin Road LLC
5042 33 36 0012	1815 Building Company LLC
5042 33 38 0010	Design Center of the Americas LLC
5042 33 38 0020	DCOTA Development Company LP

Further, the undersigned authorizes the engineering and design firm of Keith & Schnars, and the law firm of Doumar, Allsworth, et al., to submit all required applications to the City of Dania Beach, Broward County, Florida, the State of Florida, the Federal Aviation Administration, and any other governmental entities or agencies with regard to further development of the DCOTA and OCOTA projects. This authorization is effective immediately and shall remain in effect until revoked in writing.

Dated this 3rd day of December, 2018.

(Continued on page 2)

1835 Griffin Road LLC
Cohen Dania Beach Hotel LLC
1805 Griffin Road LLC
1815 Building Company LLC
Design Center of the Americas LLC
DCOTA Development Company LP
DCOTA Cohen LLC
DCOTA Cohen Holdings LLC

By: _____
Print Name: Charles S. Cohen
As Manager

STATE OF Florida)
SS:
COUNTY OF Broward)

SWORN to and subscribed before me this 3rd day of December, 20 18 by Charles Cohen.

JESSICA ESCOBAR
Notary Public - State of Florida
Commission # FF 228781
My Comm. Expires May 10, 2019
Bonded through National Notary Assn.

_____
(Signature of Notary Public - State of Florida)

Jessica Escobar
(Print, type or stamp Commissioned Name of Notary Public)

Personally Known ✓ OR Produced Identification ____
Type of Identification Produced _____

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Resolution

Continued from: June 11, 2019

Requested Action (Identify appropriate Action or Motion)
TO BE WITHDRAWN AT APPLICANT'S REQUEST A RESOLUTION APPROVING A SITE PLAN MODIFICATION (SP-38-03MOD) REQUEST AND SPECIAL EXCEPTION (SE-90-19) REQUEST SUBMITTED BY KALLER ARCHITECTURE, INC. ON BEHALF OF MAIMONIDES SHALOM ACADEMY, INC., FOR PROPERTY LOCATED AT 5300 SW 40TH AVENUE, IN THE CITY OF DANIA BEACH, AS LEGALLY DESCRIBED IN EXHIBIT "A," A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION ***(Continued from June 11, 2019)***

Purchasing Requests ONLY		
Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached
SP-38-03MOD, BM Withdraw letter

CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
MEMORANDUM

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

DATE: June 25, 2019

TO: Honorable Mayor and Commissioners

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

VIA: Marc C. LaFerrier, AICP, Director
Corinne Lajoie, AICP, Planning and Zoning Manager
Muriel Bryan, Planner

RE: **SP-38-03MOD:** The applicant, Kaller Architects, on behalf of the property owner Maimonides Shalom Academy Inc., is requesting a special exception and a site plan modification for the property located at 5300 SW 40th Ave.

The Request

SPECIAL EXCEPTION

To allow the expansion of the use.

SITE PLAN MODIFICATION

To approve the site plan modification allowing the addition of five (5) modular classrooms as accessory structures.

Background

The applicant has withdrawn their request.

Request

The applicant has withdrawn their request.

Budgetary Impact

None. The site is an existing religious academic school which does not pay local taxes. Therefore, the proposed classroom addition will have no budgetary impact to the city.

Recommendation

Application withdrawn. No action needed.

KallerArchitecture

June 20, 2019

City of Dania Beach
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

Attention: Mrs. Corinne LaJoie

Reference: Maimonides Shalom Academy
Brauser Maimonides Academy
5300 Southwest 40th Avenue
Dania Beach, Florida
Architect's Project #19037

Dear Mrs. LaJoie:

Please consider this letter as our request for withdrawal from the scheduled City Commission Agenda on Tuesday, June 25, 2019 concerning the Brauser Maimonides School referenced above.

In addition, the Maimonides School has promised to complete the following:

1. Plant the trees along the north side of the Property line as per the Landscape Architect's Plans and apply for a Building Permit for the proposed Landscaping work.
2. Review options proposed by the City Engineer and our Traffic Consultant to determine the safest and most efficient operations during drop-off and dismissal times.
3. The existing Shed will either be removed or relocated to another area of the Site with a Building Permit.

Should you have any questions, please feel free to contact our office by phone or e-mail at any time.

Sincerely,
Kaller Architecture

Joseph B. Kaller, AIA, LEED AP BD+C
President

AA #26001212 | 2417 Hollywood Blvd. Hollywood, FL 33020 | 954 920 5746
joseph@kallerarchitects.com | kallerarchitects.com

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Resolution

Continued from:

Requested Action (Identify appropriate Action or Motion)
ADOPT RESOLUTION APPROVING THE SITE PLAN MODIFICATION (SP-114-17MOD) REQUEST AND SPECIAL EXCEPTION (SE-28-19) REQUEST SUBMITTED BY DENNIS MELE, ESQ./GREENSPOON MARDER LLP, ON BEHALF OF STIRLING SQUARE, LLC, FOR PROPERTY GENERALLY LOCATED ON THE NORTH SIDE OF STIRLING ROAD BETWEEN 12TH AVENUE AND PHIPPEN WAITERS ROAD IN THE CITY OF DANIA BEACH, FLORIDA AS LEGALLY DESCRIBED IN EXHIBIT "A"

Purchasing Requests ONLY		
Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached
Staff Report and MemoOPT, R-2019- Stirling Square Site Plan Modification (SP-114-17MOD) and Special Exception (SE-28-19), DRC CommentsOPT, Backup OPT, DWGs

CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
MEMORANDUM

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

DATE: June 25, 2019

TO: Honorable Mayor and Commissioners

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

VIA: Marc C. LaFerrier, AICP, Director
Corinne Lajoie, AICP, Planning and Zoning Manager
Muriel Bryan, Planner

RE: SP-114-17/SE-28-19: The applicant, Dennis Mele (Greenspoon Marder LLP), is requesting a Special Exception and Site Plan approval to allow a retail convenience store and associated fuel pumps with an accessory car wash for property located at 800 Stirling Rd.

The Request

Special Exception

To allow fuel pump use

Site Plan Modification

To allow the construction of a retail convenience store and associated fuel pumps with an accessory car wash

Background

On January 23, 2018, the City Commission approved a resolution (R-2018-015) conditionally approving the Site Plan, Variances, Exception from the Design Standards and a Special Exception.

On September 11, 2018, the City Commission approved a resolution (R-2018-128) accepting a ROW deed.

On March 12, 2019, the City Commission approved an Ordinance (O-2019-003) to modify motor fuel pump and the retail definition.

On March 26, 2019, the City Commission approved a resolution (R-2019-030) establishing a maintenance memorandum agreement with FDOT.

Budgetary Impact

No budgetary impacts, as there is already an approved site plan for this site.

Recommendation

Approve

CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT

DANIA BEACH
SEA IT LIVE IT LOVE IT.

DATE: June 25, 2019

TO: Marc C. LaFerrier, AICP, Director

FROM: Corinne Lajoie, AICP, Planning and Zoning Manager
Muriel Bryan, Planner

RE: **SP-114-17/SE-28-19**: The applicant, Dennis Mele (Greenspoon Marder LLP), is requesting a Special Exception and Site Plan Approval to allow a retail convenience store and associated fuel pumps with an accessory car wash for property located at 800 Stirling Rd.

The Request

SPECIAL EXCEPTION
To allow the use of retail fuel pumps; pursuant to Section 110-20 of the Land Development Code (LDC).

SITE PLAN MODIFICATION
To allow the construction of the south west corner of the subject property with a retail convenience store and associated fuel pumps with an accessory car wash.

Description

This plan was previously approved for a self-storage building, a grocery store and a retail center. Through various modifications, variances and special exception approvals, the site now includes a retail fuel pump, convenience store and car wash area in place of the retail. No further variances are requested.

Property Information

EXISTING ZONING:	General Business District (C-3)
LAND USE DESIGNATION:	Regional Activity Center

Code Violations

There are no Code Compliance violations or City Liens on record for the subject 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 generally located on the north side of Stirling Road and west of Phippen Road. This site has a previously approved site plan for a grocery store, self-storage and multi-tenant retail. The grocery store is built and operating, the self-storage building is currently under construction. The applicant is requesting to change the multi-tenant retail building to a convenience store with motor fuel pumps.

SPECIAL EXCEPTION

The proposed Special Exception application is to allow the use of retail fuel pumps with an associated convenience store and accessory car wash is being requested concurrently with the proposed site plan modification for the commercial parcel.

Section 630 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 630-50, which are identified below.

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.

The applicant has provided written justification identifying how his request is consistent with these criteria.

SITE PLAN MODIFICATION

The proposed Site Plan modification is to allow the reconfiguration of the south west corner of the previously approved site plan to include a retail convenience store and associated fuel pumps with an accessory car wash.

Staff requested the applicant to meet with adjacent property owners prior to the public meeting. The applicant indicated that they acknowledge this comment. No further action has been provided.

DEVELOPMENT REVIEW COMMITTEE (DRC)

The City Engineer has stated that he concurs with the methodology and findings of the traffic statement prepared by Traf Tech dated April 2017.

The site plan modification was reviewed by the DRC on February 25, 2019 which includes personnel from the BSO Fire, Public Services, the City's Landscape consultant and Community Development 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.

CONDITIONS OF APPROVAL

1. Provide location of building roof drains, and their proposed connection(s) to the on-site drainage system.(As applicable) (Engineering)
2. In compliance with Article 805. CONCURRENCY OF DETERMINATIONS of the City Code of Ordinances, applicants shall provide projected water demand, sewage and solid waste generation amounts in tabular format – utilities – plan. Please provide calculations to support tabular projected generation amounts. (Engineering)
3. Provide a Complete Pavement, Marking and Signage Plan with details. Preliminary plan provided, pending complete PMS plan to be provided. (Engineering)

4. Preliminary Paving, Marking and Signage Plan pending to be provided' missing parking lot dimensions and width dimensions at ingress and egress of driveways, parking stalls dimensions, etc. Provide maneuvering. (Engineering)
5. 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. (Engineering)
6. Per Dania Code of Ordinances (Article 415-Sidewalks and Swales), Owner is responsible for sidewalks and swales improvements within ROW. (Engineering)
7. Erosion and Sediment Control Plan shall be reviewed for the drainage impacts to adjacent properties, surrounding ROW, storm-water facilities, and neighboring water bodies. (Engineering)
8. For all projects resulting in buildout of the site, such that construction staging cannot occur on site, must obtain Staging Plan approval by the Community Development Director prior to issuance of a building permit. The applicant must also obtain Maintenance of Traffic Plan approval by the City Engineer for period of construction prior to issuance of a building permit. The Staging Plan must include, but is not limited to, location of equipment and material during construction. (Engineering)
9. Contractor shall provide, before issuance of C.O., to the EOR and City of Dania Beach "hard-copies and CD with As-Built drawings of the project giving horizontal and vertical dimensions of connections signed and sealed by a Florida Registered Professional Land Surveyor. (Engineering)
10. Provide regulatory agencies' approval documentation (as applicable) as part of the final submittal (FDOT, Broward County Surface Water License, Broward County Health Department Permit, EPD, etc.) before issuance of Building Permit. (Engineering)
11. SIGNS: Revise note on sheets SP-01, SP-02, SP-03, SP-04 regarding traffic control sign, to be mounted 7'-0" above finished floor to identify for Traffic Control Signs only. (Zoning)
12. Dimensions: Provide exterior perimeter setbacks dimensions from Property Line. (Zoning)

CITY COMMISSION ACTION

Recommend approval to the City Commission with conditions.

RESOLUTION NO. 2019-065

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE SITE PLAN MODIFICATION (SP-114-17MOD) REQUEST AND SPECIAL EXCEPTION (SE-28-19) REQUEST SUBMITTED BY DENNIS MELE, ESQ./GREENSPOON MARDER LLP, ON BEHALF OF STIRLING SQUARE, LLC, FOR PROPERTY GENERALLY LOCATED ON THE NORTH SIDE OF STIRLING ROAD BETWEEN 12TH AVENUE AND PHIPPEN WAITERS ROAD IN THE CITY OF DANIA BEACH, FLORIDA AS LEGALLY DESCRIBED IN EXHIBIT "A;" PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

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," states that site plan approval is required as a condition to the issuance of a building permit; and

WHEREAS, Stirling Square, LLC, ("Applicant") has requested Site Plan Modification (SP-114-17MOD) approval for property generally located on the north side of Stirling Road between 12th Avenue and Phippen Waiters Road, in the City of Dania Beach, Florida, (the "City"), as legally described in Exhibit "A;" (the "subject property"), to permit the removal of a 9,750 square foot multi-tenant commercial building ("Commercial Building"), and to permit the construction of a 3,500 square foot convenience store and motor fuel pumps for a total of a 21,998 square foot free-standing grocery store ("Grocery Store"), and a 3,500 square foot convenience store with associated motor fuel pumps and accessory car wash ("Gas Station") on Parcel 1 on the subject property and a 124,950 square foot self-storage facility ("Storage Facility") on Parcel 2 of the subject property; and

WHEREAS, Chapter 28, Part 6 of the LDC Article 630 "Special Exception Uses," Section 630-50 states that the City may approve a Special Exception use based upon its determination that the Applicant has demonstrated that the criteria identified in the LDC have been satisfied; and

WHEREAS, pursuant to Section 110-20 of the LDC, the Applicant has requested a Special Exception (SE-28-19) to permit a Gas Station to be located on Parcel I in the General Commercial District (C-3) zoning district; 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 Modification (SP-114-17MOD) and Special Exception (SE-28-19) will protect the public health, safety, and welfare of the residents of the City, and furthers the purpose, goals, objectives and policies of the Comprehensive Plan;

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 reference.

Section 2. That pursuant to Chapter 28, "Land Development Code," Part 6 "Development Review Procedures and Requirements," Article 635 "Site Plan," the following Site Plan Modification (SP-114-17MOD), attached as Exhibit "B," which is made a part of and incorporated into this Resolution by reference, is approved.

Section 3. That pursuant to Chapter 28, Part 6 of the LDC, Article 630, "Special Exception Uses," the Special Exception (SE-028-19) is approved consistent with the Site Plan provided in Exhibit "B."

Section 4. That the approvals granted by this Resolution are subject to the Applicant's compliance with the following conditions:

1. Provide location of building roof drains, and their proposed connection(s) to the on-site drainage system.(As applicable) (Engineering)

2. In compliance with Article 805. CONCURRENCY OF DETERMINATIONS of the City Code of Ordinances, applicants shall provide projected water demand, sewage and solid waste generation amounts in tabular format – utilities – plan. Please provide calculations to support tabular projected generation amounts. (Engineering)

3. Provide a Complete Pavement, Marking and Signage Plan with details. Preliminary plan provided, pending complete PMS plan to be provided. (Engineering)

4. Preliminary Paving, Marking and Signage Plan pending to be provided' missing parking lot dimensions and width dimensions at ingress and egress of driveways, parking stalls dimensions, etc. Provide maneuvering. (Engineering)

5. 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. (Engineering)

6. Per Dania Code of Ordinances (Article 415-Sidewalks and Swales), Owner is responsible for sidewalks and swales improvements within ROW. (Engineering)

7. Erosion and Sediment Control Plan shall be reviewed for the drainage impacts to adjacent properties, surrounding ROW, storm-water facilities, and neighboring water bodies. (Engineering)

8. For all projects resulting in buildout of the site, such that construction staging cannot occur on site, must obtain Staging Plan approval by the Community Development Director prior to issuance of a building permit. The applicant must also obtain Maintenance of Traffic Plan approval by the City Engineer for period of construction prior to issuance of a building permit. The Staging Plan must include, but is not limited to, location of equipment and material during construction. (Engineering)

9. Contractor shall provide, before issuance of C.O., to the EOR and City of Dania Beach "hard-copies and CD with As-Built drawings of the project giving horizontal and vertical dimensions of connections signed and sealed by a Florida Registered Professional Land Surveyor. (Engineering)

10. Provide regulatory agencies' approval documentation (as applicable) as part of the final submittal (FDOT, Broward County Surface Water License, Broward County Health Department Permit, EPD, etc.) before issuance of Building Permit. (Engineering)

11. SIGNS: Revise note on sheets SP-01, SP-02, SP-03, SP-04 regarding traffic control sign, to be mounted 7'-0" above finished floor to identify for Traffic Control Signs only. (Zoning)

12. Dimensions: Provide exterior perimeter setbacks dimensions from Property Line. (Zoning)

Section 5. That such application must be reviewed by Broward County Aviation Department. The point of contact is William Castillo, Airport Planner located at 220 S.W. 45 Street, Suite 101, Dania Beach, Florida, 33312, (954) 359-6100.

Section 6. That pursuant to LDC Section 635-100 "Expiration of Site Plans," Section 630-70 "Expiration of special exceptions," and Section 625-50 "Expiration of Variances," the Site Plan Modification (SP-114-17MOD) and Special Exception (SE-28-19) 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 7. 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 8. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 9. That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on June 25, 2019.

ATTEST:

THOMAS SCHNEIDER, CMC CITY CLERK	LORI LEWELLEN MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

Exhibit "A"
Legal Description

PARCEL 1:

ALL OF BLOCK "C" OF "GEORGE M. PHIPPENS SUBDIVISION", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; LESS THE EAST 30 FEET FOR COUNTY ROAD, AND LESS THE ADJACENT PORTION OF RIGHT-OF-WAY PARCEL NO. 027 FOR STIRLING ROAD, RECORDED IN OFFICIAL RECORDS BOOK 9140, PAGE 170, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

PARCEL 2:

THE WEST 100 FEET OF THE EAST 130 FEET OF THE SOUTH 185 FEET OF BLOCK "C", "GEORGE M. PHIPPENS SUBDIVISION", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; LESS THEREFROM THE ADJACENT PORTION OF RIGHT-OF-WAY PARCEL NO. 027 FOR STIRLING ROAD, RECORDED IN OFFICIAL RECORDS BOOK 9140, PAGE 170, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

PARCEL 3:

LOTS 8, 10 AND 12, BLOCK "B", "GEORGE M. PHIPPENS SUBDIVISION", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

TOGETHER WITH:

LOTS 2, 4 AND 6, BLOCK "B", "GEORGE M. PHIPPENS SUBDIVISION", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA

SAID LANDS NOW SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

EXHIBIT "B"
SITE PLAN MODIFICATION (SP-114-17MOD)

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
COVER LETTER

To: Tyler.Woolsey@gmlaw.com

From: dlozandier@daniabeachfl.gov

Date: 2/25/2019

Re: Stirling Square 1st 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 will be held on **Thursday, February 28, 2019 at 11:30 A.M.**

Should you have any questions, please contact Corinne Lajoie at 954-924-6805 X3704 or Daniel Lozandier at 954-924-6805 X3793.

Thank you.

cc: Jacob Ripp, Arborist, jacob.ripp@metriceng.com
Brett Dunckel, Fire Prevention Officer, Brett_Dunckel@sheriff.org
Manny Vega, Engineer, engineeringreview@daniabeachfl.gov
Curt A. Keyser, Engineer, engineering@daniabeachfl.gov
DeAndre Spradley, Economic Development Manager, dspradley@daniabeachfl.gov
Rickelle Williams, CRA Executive Director, rwilliams@daniabeachfl.gov
Corinne Lajoie, Planning & Zoning Manager, cchurch@daniabeachfl.gov
Muriel Bryan, Planner, mbryan@daniabeachfl.gov
Daniel Lozandier, Planning Associate, dlozandier@daniabeachfl.gov

 MEETING DATE:

Project Name: **Stirling Square**
PZ #: SP-114-17MOD
ADDRESS: NW Corner of Stirling Rd and Phippen Waiters Rd
REVIEW COMPLETED BY: Richard Benton, CFM

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

NOTES:

AE 6 / AH 6 / 567H

Comments:

1. None.

   Note(s):

   This project is subject to the flood provisions of Ch. 12 of the Dania Beach Code of Ordinances and the Florida Building Code.

DANIA BEACH
COMMUNITY REDEVELOPMENT AGENCY

100 W. Dania Beach Blvd.
Dania Beach, Florida 33004

T: (954) 924-6801
F: (954) 921-2604
www.DaniaBeachCRA.org

To: Daniel Lozandier, Planning Associate
From: DeAndrae Spradley, Economic Development Manager
Cc: Rickelle Williams, Executive Director
Date: February 13, 2019
Re: SP-114-17MOD / SE-028-19 – Stirling Square (1st Review)

DEVELOPMEMT REVIEW MEETING Tuesday, February 28, 2019

The Dania Beach Community Redevelopment Agency (CRA) is providing the following comments for the plan review of SP-114-17MOD / SE-028-19 Stirling Square:

1. the proposed development is within the City's Opportunity Zone, which is a Federal program to encourage long-term investments in low-income urban and rural communities. Under the Opportunity Zones Program, it offers 3 tax incentives for investing in low-income communities:
    a. a temporary deferral of inclusion in taxable income for capital gains reinvested into an Opportunity Fund;
    b. a step-up in basis for capital gains reinvested in an Opportunity Fund. The basis is increased by 10% if the investment in the Opportunity Fund is held by the taxpayer for at least 5 years and by an additional 5% if held for at least 7 years, thereby excluding up to 15% of the original gain from taxation; and
    c. a permanent exclusion from taxable income of capital gains from the sale or exchange of an investment in an Opportunity Fund if the investment is held for at least 10 years.

    This comment serves as an informational resource to the applicant.

2. the applicant should provide the anticipated number of jobs associated with the development; and
3. the applicant should provide the estimated tax base of the development prior to and after construction.

Feel free to contact DeAndrae Spradley, Economic Development Manager at (954) 924-6801 ext. 3667 or by email at dspradley@daniabeachfl.gov should you have additional questions.

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
ROUTING SHEET

Project: Stirling Square 1st review

PZ Log No: SP-114-17MOD / SE-028-19

Routing Date: February 7, 2019

Comments Due: February 21, 2019

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. Brown
Department

2-21-19
Date

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
COST RECOVERY

Project: Stirling Square 1st review

PZ Log No: SP-114-17MOD / SE-028-19

Plan Reviewer: Fire

Please log your time spent on reviewing the plans.

Time spent: 1.5 hrs

Overtime: —

Rate per hour: —

* 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: 2-19-19 **Site Plan No.:** SP-114-17MOD / SE-028-19 **Time Required For Review:** 2 hrs

Project: Stirling Square (7-Eleven) **Sq. Feet:** ____

Plan Reviewer: Richard Brown / 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. Fire Department Access Information as follows:
   a. All turning radii (demonstrated)
   b. Drive Aisle widths (demonstrated) & Vertical Clearances (noted)
   c. Fire Department Apparatus Access Road locations and dimensions - demonstrate or note on the plan how they will be marked and delineated on site

2. Water Supply Information as follows:
   a. All existing and proposed water main sizes – submitted plans indicate "proposed" hydrants and water mains that should have already been moved or completed. Please provide updated plans
   b. Existing and proposed fire hydrant locations on SP-02

3. Proof of Water Supply & Fire Flow Demand as follows:

   a. Fire Hydrant Flow Test
   b. Building Construction Type and Square Footage – Confirm construction type is as listed on the "Application for approval of the Fire Protection Water Supply Design". It is noted as TYPE 5 (000).
   c. Fire Flow Demand Calculations Signed and Sealed by Licensed Engineer – Missing the calculations from the packet provided by Thomas Engineering Group.

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:
   a. Fire Lane locations and striping detail (demonstrated)
   b. "NO PARKING" sign locations and sign details demonstrated

5. A detail sheet accompanying the Civil Plans with the following details: Roadway Pavement Marker (RPM) Detail for Fire Hydrant Locations (Blue Reflective Markers)

6. Address Detail

7. Minimum Radio Signal Strength for Fire Department Communications – See details on the next page.

Please provide a copy of the approved set of plans in .pdf format via email to Brett_Dunckel@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. FPO Dunckel
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]

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]

IDENTIFYING THE FIRE FLOW DEMAND FOR BUILDINGS AND STRUCTURES
The Needed Fire Flow Requirements for all buildings / structures must be in accordance with N.F.P.A. 1 (2012 Ed.), Chapter 18, Section 18.4 for manual suppression efforts. Fire flow calculations must be prepared by a professional engineer currently licensed in the state of Florida **for each** newly constructed building or structure. Two original sets of signed and sealed calculations must be submitted to the Fire Marshal's Office on the Engineer's official letterhead for review and approval. Failure to follow the above requirements may result in delays for your project.

REQUIREMENTS FOR THE FIRE FLOW TESTING OF WATER SUPPLY FOR AUTOMATIC FIRE PROTECTION SYSTEMS (AFPS) AND AUTOMATIC STANDPIPE SYSTEMS (ASS)
The following are the requirements, as stipulated by the Broward County Amendments to the Florida Fire Prevention Code, for the Fire Flow Testing of the water supply for Automatic Fire Protection Systems (AFPS) and Automatic Standpipe Systems (ASS):

The fire flow requirement for buildings providing or requiring Automatic Fire Protection Systems (AFPS) and/or Automatic Standpipe Systems (ASS) must be in accordance with the Broward County Amendments (Effective February 13, 2016) to the Florida Fire Prevention Code (5th Edition), Section F-112, NFPA 13 (2010 Ed.) and NFPA 14 (2010 Ed.)

FIRE HYDRANTS & FIRE PROTECTION APPLIANCES REQUIREMENTS

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]

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]

FIRE HYDRANT FLOW TEST REQUIREMENTS
Fire Hydrant Flow Tests are required for all new projects to determine the available water supply in the area for your project. The Hydrant Flow Test must be in accordance with the Broward County Amendments (Effective February 13, 2016) to the Florida Fire Prevention Code (5th Edition), Section F-112. This test must be performed by a qualified company of the builder's choice. In addition, the static pressure at the water main shall be determined by a recorded method (ie. water wheel) for a minimum twenty-four (24) hour period. The actual flow test must be witnessed by, and recorded data sent to the Broward Sheriff's Office Fire Marshal's Bureau, Dania Beach District in any area where water is being supplied by the City of Dania Beach Public Services.

If the water is being supplied by Broward County, the entire hydrant flow test is to be performed by Broward County O.E.S. Please contact the Broward Sheriff's Office Fire Marshal's Bureau, Dania Beach District at (954)342-4262 for determination of where the water is being supplied from.

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH

DEPARTMENT OF PUBLIC SERVICES

February 25th , 2019

Engineering and Public Services Comments
Stirling Square SP-114-17 MOD (1st Review)

Tier 1:

1.- Please, provide copy of Unity of Titles, plat, re-plat, easement(s), vacation(s) and/or dedication(s) recorded prior of issuance of Building Permit (As applicable).Shall be recorded in the Broward County Public Records. Pending required documentation to be provided for Acceptance of Utility Easement by Public Services City Engineer.
2-.- Per Sec. 605-30(k). A memorandum of agreement summarizing the traffic study's proposed project–specific methodology, including any deviations from guidelines contained in the Recommended Practice, must be approved by the Community Development Director prior to preparation of the Study.
A traffic impact study is required to supplement a development application that, if approved, would generate in excess of fifty (50) gross peak hour trips, provide a Traffic Statement-Estimate Report based on applicable trip generation rate(s) in the ITE - Institute of Transportation Engineers' Trip Generation manual, most recent edition(10th Edition). Traffic Impact Study shall be based latest editions of the following: Transportation Impact Analyses for Site Development: An ITE Recommended Practice, 2010; the 2014 FDOT Transportation Site Impact Handbook; 2013 FDOT Quality/Level of Service Handbook; the 2014 Broward County Comprehensive Plan – Transportation Element; the City of Dania Beach Land Development Code and other related published literatures. Traffic Study/Statement with its methodology was provided pending review and approval by City Engineer.
Traffic study is attached will need to have approval by the City Engineer also using ITE 9th Edition. Clarify, "ITE Land Use – Shopping Center " and " ITE Land Use – High Turnover(Sit Down) Restaurant.
3.-Please, provide copy of Boundary and Topographic Survey signed and sealed by a Florida Registered Professional Land Surveyor showing all existing Utilities and PGD plans. Provide copy of As-built plan matching proposed work.
4.- Site Plan -SP-02 & 03 were provided missing FDOT Index 546 Visibility Triangle at entrance of driveway.
5.- A proposed preliminary Paving, Grading and Drainage plan is incomplete SP-07 must match existing conditions and/or provide a demolition plan including relocation of existing utilities and drainage structures to also including location of proposed of "Gas Tanks". Missing additional proposed elevations to assure rainwater flowing into catch basins and some details in Paving, Grading and Drainage Details Sp-08. Show directional arrows one way or two ways driveway aisle.
6.- A proposed preliminary conceptual Drainage Analysis-Calculations for the new proposed use of "7 Eleven Convenience Store" standing alone it needs to be integrated with the approved Master Drainage System Analysis as a whole for the entire site work. Still pending to be revised.

7.- Preliminary Utilities – Water and Sewer - Plan was provided missing existing Water Main and Fire connections lines. Clarify, Proposed (5) Water Main & RPZ, etc.
Sheet SP-11 was revised to show existing water and sewer mains surrounding the establishment. New connection to the building, if any, will be provided at the time of permit application.
8.- Preliminary Paving, Marking and Signage Plan pending to be provided' missing parking lot dimensions and width dimensions at ingress and egress of driveways, parking stalls dimensions, etc. Provide maneuvering .
9.- Preliminary Erosion Control Plan was provided C-5.
10.- 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. **Noted.**
A: Noted
11.- Per Dania Code of Ordinances (Article 415-Sidewalks and Swales), Owner is responsible for sidewalks and swales improvements within ROW.
A: Noted.
12.- The proximity to the airport will require FAA, BCAD, and FDOT 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. The proximity to the airport will be required FDOT approval. Contact Greg Jones, Airspace and Land Use Manager at 850-414-4502 or at greg.jones@dot.state.fl.us.

Tier 2:

1.- Identify ROW lines and dimensions on Stirling Rd., SW 1st St and Phippen waiters Rd. with new utility easement and dedication(s).
2.- Identify in Civil drawings geometric dimensions like width of driveways aisles, loading parking, proposed turn around areas and others.
3.- Provide cross sections of proposed ROW on all the surrounding streets.
4.- Provide copies of approved permits from City of Dania Beach, Broward County and FDOT for driveway(s) access and utilities connections (As applicable).
5.- Provide Maintenance of Traffic (MOT) Plan by a licensed Professional Engineer in the State of Florida.
6.- A complete Paving, Grading and Drainage Plan(s), including the sizes and dimensions of all storm-water infrastructures. Provide Drainage Structures Tables.
7.- Provide drainage calculations and geotechnical information supporting the proposed drainage design including its connection with existing system.
8.- Provide a copy of pre –and- post development storm-water management and drainage calculations. The City specifically needs the following information: 10-year, 25-year, and 100-year 24-hour and 72-hour flood stage elevations respectively.
9.- Provide an on-site drainage system – plan- along with storm-water management calculations (signed and sealed by a registered professional engineer). The calculations shall show how the minimum road crown and finished floor elevations are met, and how the 25-year, 3 day storm event is maintained onsite with zero discharge to the ROW and adjacent properties. The site must store at least the 25-year, 3 day event onsite with NO EXECPTIONS.
10.- Proposed grading and drainage plan shall be based on the storm-water management calculations. Identify minimum paving elevations from drainage calculations.
11.- Storm-water quality design shall be provided in the amount of 2.5 inches times the percent impervious or the first 1 inch of rainfall over the entire site whichever is greater.
This calculation will be provided along with the updated complete drainage analysis for permitting.
12.- Provide location of building roof drains, and their proposed connection(s) to the on-site drainage system.(As applicable)
13.- Drainage shall adequate to protect rooms in new structures designed for occupancy from the 100-Year flood elevations based on FEMA. Show and identify elevation from drainage calculations. Provide copies of

Broward County 100 Year Elevations and FEMA Flood Designations maps.
14.- Provide a complete Water and Sewer –Utilities- Plan, including any existing water main, force mains, gravity mains, etc. (Show all material & pipe sizes on the plan).
15.- Provide utility piping conflict details plan, along with documentation to demonstrate acceptability of the separation between water, sanitary, storm-water services lines.
16.- In compliance with Article 805. CONCURRENCY OF DETERMINATIONS of the City Code of Ordinances, applicants shall provide projected water demand, sewage and solid waste generation amounts in tabular format – utilities – plan. Please provide calculations to support tabular projected generation amounts.
17.- Backflow preventers should not encroach on sidewalks.
18.- Show also all existing and proposed utilities on the landscaping plans for potential conflicts and also Sight visibility triangle.
19.- Provide a Complete Pavement, Marking and Signage Plan with details.
Preliminary plan provided, pending complete PMS plan to be provided.
20.- Provide a complete Erosion and Sediment Control Plan.

21.- Erosion and Sediment Control Plan shall be reviewed for the drainage impacts to adjacent properties, surrounding ROW, storm-water facilities, and neighboring water bodies.
22.- Provide a proposed " Staging Plan " including employee parking, material storage, etc.. Staging Plan will be submitted at time of construction.
23.- Provide location of Building roof drains, and their proposed connection(s) to the onsite drainage system.
24.- Provide ADA parking, access / driveway, and sidewalks /ramps in accordance with Chapter 553 of the Florida Statutes. "Accessibility of Handicapped Persons" and latest edition of "Accessibility Requirements Manual" by Department of Community Affairs, Florida Board Building Codes and Standards, and in accordance with Americans with Disability Act (ADA). Be advised that ADA van accessibility for structured parking garages (including automated parking) shall be provided as appropriate and consider the taller specialized ADA vehicles.
25.- Provide dedicated fire service connection not combined with domestic water service connection, per the National Fire Preventions Association (NFPA) guidelines, for the proposed development.
26.- Contractor shall provide, before issuance of C.O., to the EOR and City of Dania Beach " hard copies and CD with As-Built drawings of the project giving horizontal and vertical dimensions of connections signed and sealed by a Florida Registered Professional Land Surveyor.
27.- Provide regulatory agencies' approval documentation (as applicable) as part of the final submittal (FDOT, Broward County Surface Water License, Broward County Health Department Permit, EPD, etc.) before issuance of Building Permit.

For ease of review, please reply in writing to each line comment, reference page number and backup documents provide. Additional comments may apply.

Engineering & Public Services Reviewers:

Manny Vega, PE
Consultant, CAP Government
engineeringreview@daniabeachfl.gov

Ronnie S. Navarro, PE
Deputy Director/City Engineer
rnavarro@daniabeachfl.gov

Landscape Plan Review: Stirling Square

PZ Log Number: SP-114-17MOD **Review Number:** 1

Reviewer: Jake Ripp **Date:** February 21, 2019

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

The following comments are based on a review of the landscape plans dated February 21, 2019, for the property located at the NW corner of Stirling Rd. and Phippen Waiters Rd., Dania Beach, for compliance with the City of Dania Beach Code of Ordinances.

INFORMATIONAL NOTES:

i. **Please provide a point-by-point response to each of the above comments.**
ii. Feel free to contact Jake Ripp at (305) 235-5098, (563) 380-6211, or jacob.ripp@metriceng.com for an interim review prior to your next official submittal, to expedite your landscape plan approval process.
iii. Once landscape plans are finalized, a PDF copy must be submitted via CD or email.

COMMENTS:

1. Alexander palms (*Ptychosperma elegans*) and coconut palms (*Cocos nucifera*) are category 2 invasive species. Therefore, they do not count toward minimum landscape requirements. 31 alexander palms and 27 coconut palms are currently proposed for installation. It is recommended that these are swapped with a more desirable species, so they can count toward minimum requirements.

2. It appears there is an equipment structure proposed on the SW corner of the 7-11 lot. This structure must be screened on three sides by shrubs a minimum of 30" in height per Sec. 275-170(B).

3. Provide an irrigation plan meeting all Sec. 275-80 requirements.

END OF COMMENTS

Site Plan SP-114-17MOD; SE-028-19 Stirling Square
02-21-19

Zoning designation = C-3 / NBHD-MU
FLU designation = RAC
REVIEW COMPLETE BY Muriel Bryan (954) 924-6805 X 3654

PLAT COMMENTS:

~~1. Per City's Code of Ordinances, Section 22-28 all new plats must provide sidewalks. Identify location of sidewalk on plat drawing.~~

SITE PLAN COMMENTS:

1. Incomplete information was provided. Further review and comment will be conducted by staff after additional information is provided by the applicant. See comments below.

2. APPLICATION: Confirm application was properly completed, signed, and proper application fee was paid.

3. PLATTING: Provide letter from Broward County identifying whether this property needs to be platted or replatted. *NOTE: Because the platting determination process is lengthy, applicants are encouraged to request their letter of determination from Broward County as soon as possible, Per Resolution 2018-015.

~~4. SCHOOLS: Obtain a letter from Broward County School Board regarding school impact fees.~~

~~5. RIGHT-OF-WAY: Identify if R-O-W dedication is required.~~

~~6. TRAFFIC STUDY: per Section 605-30(K), a traffic study is required for all development generating in excess of 50 peak hour trips. Provide estimated number of peak trips.~~

~~7. VOLUNTARY MOBILITY PROGRAM: Per Section 295: This project may be eligible to participate in the Mobility Program in lieu of providing a traffic study.~~

8. WATER: Identify projected water demand for the project.

9. IMPACT FEES: Impact fees that will be required for the project were e-mailed to ___.

10. SIGNS: Provide copy of all signs for compliance review, Per Sec 635-50(3).

11. The proximity to the airport will be required 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. *NOTE: Because the BCAD and FAA review processes are lengthy, applicants are encouraged to request their letter of determination as soon as possible, Per Resolution 2018-015.

~~12. PARKING:~~

~~a. Parcel 1: 88 parking spaces required; 170 provided.~~
~~b. Parcel 2: 63 parking spaces required; 19 provided.~~

13. **LOADING:** Per Section 270-20 and Sec. 635-50(M), identify location on Site Plan. Per Sec. 270-20, provide off-street loading spaces and applicable screening in accordance with Article 270. Identify location of loading spaces and include calculation in site data table, Per Resolution 2018-015.

14. **USE:**
    a. **Parcel 1: Grocery Store, Convenience Store/ Motor, Fuel Station/Carwash**
    b. **Parcel 2: Storage Facility**

15. **WILDLIFE PROTECTION**: Per Article 250, "the developer of any existing natural land area in excess of one-half (1/2) acer in the city must ..."

16. **Provide minimum bicycle parking requirements identified in Section 265-51.**
    a. **Parcel 1: 17 required; 18 provided (must show location in site plan)**
    b. **Parcel 2: 2 required; 2provided (must show location in site plan)**

17. **ROOFTOP MECHANICAL EQUIPMENT: Must meet regulations in Section 220-60 and Section 510-30 (L). Identify how equipment will be screened from view.**

18. **Principal Arterial Design Standards. Identify how these regulations are being met.**

19. **COST RECOVERY: per Article 685, cost recovery funds may be utilized for various costs of the city's administrative and outside fee consultants for the processing and review of applications. Per City Attorney's request, please provide $5,000 cost recovery fee with next submittal. The cost recovery money can be returned if not utilized, or additional fees may be requested if addition fees are incurred.**

20. **Provide $200 Fire Review fee for Site Plan Modification.**

21. **RAC TRAFFIC IMPACT MITIGATION: Provide an analysis, signed and sealed by a certified engineer, identifying the amount of CRA mitigation for traffic impact due based on resolution No. 2014-049 which established a rate of $21.26 per p.m. peak hour trip. Provide No. of PM peak trips generated by this use to calculate fees.**

22. **Must provide latest revised set of plans on disk prior to going to public hearing.**

23. The applicant is encouraged to contact neighbors adjacent to, as well as condominiums and neighborhood associations to advise of this property. Please provide acknowledgement and/or documentation of any public outreach.

24. ~~For any building 5-stories or greater, provide a shadow study identifying how adjacent properties will be affected.~~

25. Applicant must obtain a statement from the City Engineer saying that the traffic study/statement submitted by the applicant is complete and accepted prior to public hearing.

26. Applicant must obtain statement from Ronnie Navarro, City Engineer, stating that adequate water supply exists for this project.

27. ~~For all projects resulting in buildout of the site, such that construction staging cannot occur on site, must obtain Staging Plan approval by the Community Development Director prior to issuance of a building permit. The Staging Plan must include, but is not limited to, location of equipment and material during construction.~~

28. ~~For all projects resulting in buildout of the site, such that construction staging cannot occur on site, the applicant must obtain Maintenance of Traffic Plan approval by the City Engineer for period of construction prior to issuance of a building permit.~~

29. Please e-mail resolution and legal description, prepared by an attorney, for development approval in word format to mbryan@daniabeachfl.gov four (4) weeks prior to public hearing.

30. Applicant must provide the results of a Municipal Lien Search Request from the Finance Department stating that there are not outstanding Code Violations or Liens on the property prior to the item being scheduled for a public hearing. The statement must be no older than 90 days prior to the public hearing date. Per Section 680-40, any property with outstanding Code Violations or Liens shall not be schedule for public hearing. The form is available on the City's Web site, cost $100 and takes 5 days to process.

31. Per O-2017-022, for properties over an acre in size, the applicant must obtain and post property signs in accordance with the NEW City requirements. Please see the end of this document for guidelines.

32. Per O-2017-027, commercial properties under construction are required to provide security to fencing with screening showing project rendering when adjacent to ROW. Provide screen detail with next submittal. Use of City Logo requires City Commission Approval.

33. Per Sec. 635-40 (D), provide a draft of any required or proposed restrictive covenants, written sureties and common area maintenance association documents, including those for the preservation of common open space area; grants of easement for access, drainage, utilities or other purpose; or other restrictions to be imposed upon the use of the land and buildings, Per Resolution 2018-015.

34. ~~Per Sec. 635-40 (C) provide the recorded plat for the 2 southernmost folios and any agreements modifying the plat (example: amendment to the restrictive not or non-vehicular access line (NVAL), if the property has been platted, Per Resolution 2018-015.~~

35. ~~The proposed plat for the parcel to the northwest (parcel 2) restricts the site the 100,000SF of self-storage use. Per sheet SP-02, 125,000SF are proposed. Revise plans and applications accordingly, Per Resolution 2018-015.~~

36. Provide recorded plat documents for entire site prior to issuance of a building permit, Per Resolution 2018-015.

37. On site data table, provide all calculations for 7eleven parcel only. Eliminate all grocery references.

38. ~~Provide a shadow study identifying how adjacent properties will be affected by self-storage building, Per Resolution 2018-015.~~

39. Per Section 635-50(W), Provide photometric plan.

40. ~~Provide a separate square footage for each of the following proposed uses on plans; grocery store, retail, restaurant, self-storage, Per Resolution 2018-015.~~

41. ~~Per Sec. 115-50 (2) the architectural treatment of a self-storage facility in the IG zoning district shall resemble that of an office building, particularly in those portions of the building(s) facing public rights-of-way and adjoining residential areas. This may include use of substantial construction materials (ex: stucco or stone over concrete for exterior building walls), pedestrian scale architectural treatment, significant use of window and door glass, landscaping directly adjacent to a building, and overhead doors and loading activities to be located to the rear of buildings, within interior areas between buildings, or within interior side yards. Revise elevations accordingly. Provide a reference on site plan to each of the buildings shown on the elevations, Per Resolution 2018-015.~~

42. ~~Per Sec. 815-20, complete streets in accordance with the CRA Redevelopment Plan, are required along Phippen Road and SW 1 Street. Revise plans accordingly, Per Resolution 2018-015.~~

43. ~~Per Sec. 309-10 (C), the construction of on-street parking, sidewalks and street furniture is required along Phippen Waiters Rd. and SW 1 Street. See Figure CE-4 of the CRA Plan for the approved design of the Phippen right-of-way, and Figure CE 3 for SW 1 Street. Revise plan accordingly and indicate which of the 3 following options will be pursued by the developer, per Sec. 309-10 (C): Per Resolution 2018-015.~~
    a. ~~Construct the sidewalk and on-street parking, and provide and install street furniture (including, but not limited to, benches, transit shelters, street lights, waste bins, and bike racks or lockers) for the street frontage abutting the property line of the development site, pursuant to the specifications approved by the city commission in the CRA redevelopment plan; or~~
    b. ~~Provide for construction of these street improvements through private agreement with one (1) or more adjacent developers along the abutting right-of-way, by which one (1) or more developers construct and install the street improvements along the right-of-way and are reimbursed by the adjacent developers in proportion to their respective shares of right-of-way abutting each developer's parcel; or~~
    c. ~~Make payment in lieu of the construction of the improvements pursuant ot subsection (D), at the city's option. For each development which is required to comply with this section, the community development director, in coordination with the public services director, shall review the proposed development plan and location, and determine whether the developer shall be recommended to comply with this section through construction of the required street improvements or through payment to the city in lieu of construction in accordance with Sec. 309-10 (D) of the LDC. Applicant to provide cost estimate for city to confirm value of payment in lieu.~~

44. ~~Right-of-Way: Identify if R-O-W dedication is required along Stirling Road. See City Engineer for additional comment. Provide copy of recorded dedication prior to issuance of permit, Per Resolution 2018-015.~~

45. ~~Per Sec. 215-130, the impervious area of the commercial parcel (Parcel 1), may not exceed 75% of the lot area. Revise calculations accordingly, Per Resolution 2018-015.~~

46. ~~Identify projected water demand for the project, Per Resolution 2018-015.~~

47. ~~Provide the signage calculation table for the entire site on one sheet. Identify the cumulative sign area permitted and total sign area used, Per Resolution 2018-015.~~

48. Provide bike racks per the requirements listed in Sec. 265-51. Identify location on site plan; provide detail of bike racks and the number of required/provided in data table, Per Resolution 2018-015.

49. ~~Per the traffic study provided by Traf Tech, 179 PM peak hour trips will be generation. Based on Resolution No. 2017-049 which established a rate of $21.26 per p.m. peak hour trip $3,805.54 (179 x 21.26) is due prior to issuance of a building permit, Per Resolution 2018-015.~~

50. ~~Identify dimension overhand at Aldi entrance, Per Resolution 2018-015.~~

51. ~~Provide property survey with new lot lines after ROW dedication and with new 7' sidewalks dedication of easement needed for sidewalks, , Per Resolution 2018-015.~~

52. ~~Provide recorded bus shelter dedication for new location prior to issuance of a building permit, Per Resolution 2018-015.~~

~~53. Provides bus shelter provide detail on plans, Per Resolution 2018-015.~~

~~54. Identify on site plan location of cart storage for Aldi, Per Resolution 2018-015.~~

~~55. Add glass window to north building elevation of storage building facing NW 1 Street, Per Resolution 2018-015.~~

~~56. Per Section 635-50, the following information is missing, C, I, J, S, T, & U. Provide missing information on plans, Per Resolution 2018-015.~~

57. Provide copy of recorded unity of control agreement, as well as all easements, covenants, & restrictions on the property prior to issuance of a building permit. The City Attorney must review and approve before all documents prior to recordation, Per Resolution 2018-015.

~~58. Per Sec. 505-40 (K)(3), Internally illuminated cabinet signs must be constructed of an opaque sign face with translucent cut-outs for sign copy, such that only the sign copy itself is illuminated, and the background is not illuminated, Per Resolution 2018-015.~~

~~59. Per Sec. 505-40 (O)(5) Cabinet signs are prohibited, except where constructed of an opaque sign face with translucent cut-outs for sign copy, such that only the sign copy itself is illuminated and the background is not illuminated, Per Resolution 2018-015.~~

~~60. Identify the location of the third monument sign on overall site plan, Sheet SP-02, Per Resolution 2018-015.~~

~~61. All additional pavement markings and signages including traffic signal timing and other traffic engineering requirements on the public right-of-way are contingent on approval by the Florida Department of Transportation and/or the Broward County Traffic Engineering Division, Per Resolution 2018-015.~~

~~62. All vehicular egress from the site onto SW 1st street shall be restricted to outbound left turn only, Per Resolution 2018-015.~~

63. Per Section 515-30 Appearance

    (B) Service station roofs shall be pitched with generous overhangs. The roofing shall be incombustible materials such as shingle, clay tile, cement tile, or metal.

64. Per Section 515-40 Landscaping

    (A) Street tree requirements shall be altered to require palm clusters on the ends of landscape buffers parallel to the service pump canopy. The palm clusters shall consist of three (3) palms with a minimum height of thirteen (13) feet;

    (B) The use of landscape accents, such as planters and window boxes, shall be incorporated into the overall landscape design of the building and the site

    (C) The pump service island shall contain planters on the ends equal to the width of the island

    (D) Where hedges are utilized and adequate space exists, a tiered effect is required. Also mentioned per Section 510-40.

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.

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH
IMPACT FEE SCHEDULE

According to the adopted City Ordinances and Resolutions listed below, all new development is subject to City and County impact fees. These fees help pay for the construction or expansion of roads, mass transit, schools and parks that are needed as a result of the development's "impact." These fees are assessed when construction plans are submitted for approval and included in your building permit invoice. Below is a schedule of the City of Dania Beach's impact fees. Additional impact and concurrency fees may be charged by the County, please contact one of the planners with Broward County Development Management (954-357-6666) to request an impact/concurrency fee estimate.

Type	Fee
Recreation and Open Space:	
Single Family/Townhouse	**$1,825 per unit**
Multi-Family	**$1,364 per unit**
Mobile	**$1,140 per unit**
Traffic Mitigation: (RAC only)	**$21.26 per PM peak hour trip**
Administrative:	**$.16 per sq.ft.**
Police:	**$.184 per sq.ft.**
Fire:	**$.389 per sq.ft**

For any questions regarding water & sewer impact fees, please contact the Public Services Division at 954-924-3740.

City Ordinances and Resolutions:

Water & Sewer Impact Fees - Resolution 2012-002, Ordinance 2011-035
Administrative, Police & Fire - Resolution 2005-150, Ordinance 2005-037
Recreation and Open Space – Resolution 2014-071
Traffic Mitigation – Resolution 2014-049

Bryan, Muriel

From: Jacob Ripp <Jacob.Ripp@metriceng.com>
Sent: Tuesday, April 30, 2019 11:12 AM
To: Michael Grosswirth
Cc: Bryan, Muriel; Lajoie, Corinne; Mike Troxell
Subject: Re: Stirling Square 7-11 PZ#SP-114-17MOD

Yes we have spoken about the outstanding comments and there are no problems and the comments are satisfied.

Many thanks,

Jake Ripp
Environmental Specialist

13940 SW 136th St, Miami, FL 33186
Office: (305) 235-5098 ext 102
Mobile: (563) 380-6211
Fax: (305) 251-5894
Jacob.Ripp@metriceng.com
www.metriceng.com

From: Michael Grosswirth <mgrosswirth@Thomaseg.com>
Sent: Tuesday, April 30, 2019 10:51:30 AM
To: Jacob Ripp
Cc: mbryan@daniabeachfl.gov; cchurch@ci.dania-beach.fl.us; Mike Troxell
Subject: Stirling Square 7-11 PZ#SP-114-17MOD

Jake –

Good morning. If you recall, I had sent you the email below on March 15th, in response to your comments from February 21st (SP-114-17MOD).
I know we spoke on the phone afterwards and you were good with the explanations. However, I never got a reply to the email. If you could, please respond to this email that we did speak and you are satisfied with the responses and you have no further comments.
Thank you.

Jacob –

Good morning. I tried calling you cell, but kept getting a busy signal.

I just wanted to go over the comments you had on the 7-11 and refresh your memory a little.

- The comment about the Alexander and Coconut Palms was also made on the previous submittal, before the 7-11 came in. These plans were already approved by city council with these trees and they were counted. The frontage of Aldi and half the entry road is already landscaped with these palms, so it is also a continuity issue as well.
- The structure at the SW corner of the site is an underground grease trap – there is nothing to screen.

I should be I the office all day if you get a chance and want to discuss further. Thank you.

Regards,

Michael D. Grosswirth, PLA, ASLA, ISA
Landscape Architect LA 6666871
ISA Certified Arborist FL-9157A

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6300 NW 31ST Avenue
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E: mgrosswirth@thomaseg.com
www.ThomasEngineeringGroup.com

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Bryan, Muriel

From: engineering
Sent: Friday, May 24, 2019 3:55 PM
To: Bryan, Muriel
Cc: EngineeringReview; LaFerrier, Marc; 'Mike Troxell'; 'joaquin@traftech.biz'
Subject: RE: Stirling Square 7-11 - Traffic Study

Muriel,

I have completed my review of the traffic statement and I concur with its methodology and findings. Accordingly, I accept the traffic statement, and I have no objection to moving this application forward for Commission review and consideration.

Thank you,

Curt A. Keyser, P.E.
Acting City Engineer | City of Dania Beach
engineering@daniabeachfl.gov | daniabeachfl.gov
1201 Stirling Road | Dania Beach, FL 33004
Phone: 954-924-6800 x3615 | **Fax:** 954-923-1109

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: engineering
Sent: Thursday, May 23, 2019 3:05 PM
To: Bryan, Muriel <mbryan@daniabeachfl.gov>
Cc: EngineeringReview <engineeringreview@daniabeachfl.gov>; LaFerrier, Marc <mLaFerrier@daniabeachfl.gov>; 'Mike Troxell' <mtroxell@Thomaseg.com>
Subject: Stirling Square 7-11 - Traffic Study

Muriel,

I have reviewed the traffic study for the above-captioned project, and I have a few questions I'd like to discuss with the Traffic Engineer. I have left a couple of phone messages for Joaquin Vargas. I hope to hear back from him and finalize my review tomorrow.

I will keep you posted.

Thank you,

Curt A. Keyser, P.E.
Acting City Engineer | City of Dania Beach
engineering@daniabeachfl.gov | daniabeachfl.gov
1201 Stirling Road | Dania Beach, FL 33004
Phone: 954-924-6800 x3615 **| Fax:** 954-923-1109

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: Mike Troxell [mailto:mtroxell@Thomaseg.com]
Sent: Wednesday, May 8, 2019 8:28 AM
To: engineering <engineering@daniabeachfl.gov>
Cc: EngineeringReview <engineeringreview@daniabeachfl.gov>; Thekla Salzman <tbsalzman@salzmanrea.com>; Terry Salzman <tsalzman@salzmanrea.com>; Bryan, Muriel <mbryan@daniabeachfl.gov>
Subject: RE: Stirling Square 7-11

Good morning Curt,

I am just trying to follow up on the response to Muriel on the traffic and water demand per the email below. Can you get this completed this week so we can get scheduled for P&Z and Commission meetings?

Thanks,

Michael Troxell

THOMAS ENGINEERING GROUP
6300 NW 31st Avenue
Fort Lauderdale, FL 33309
P: 954-202-7000
C: 561-414-4468
E: mtroxell@thomaseg.com
www.ThomasEngineeringGroup.com

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From: Mike Troxell
Sent: Wednesday, April 24, 2019 8:54 AM
To: Curt Keyser <engineering@daniabeachfl.gov>
Cc: Manny Vega <engineeringreview@daniabeachfl.gov>
Subject: Stirling Square 7-11

Good morning Curt,

I am working towards sign-off on our projects DRC review. Based on that, Max Kaplan from my office met with Manny last week to review our revised plans and submittal items and left Manny with a signed and sealed set of documents. Based on this I see that Zoning has included a couple of comments which requires the City Engineer to furnish a response to them. The following items include:

Comment #17 - *Applicant must obtain a statement from the City Engineer saying that the traffic study/statement submitted by the applicant is complete and accepted prior to public hearing.*
Comment #18 - *Applicant must obtain statement from Ronnie Navarro, City Engineer, stating that adequate water supply exists for this project.*

I am attaching pdf copies of the relevant documents for our responses (updated traffic study from Traf-Tech and Plan Sheet SP-02). The revised traffic statement indicates a reduction in traffic from the original approval and the SP-02 (approved and new)indicate that the water demand drop from 10,853.8 gpd to 4,841.3 gpd. Based on this can you send zoning the requested statements so I can get those comments removed? If not please let me know what else you need in order to accomplish this.

Thanks,

Michael Troxell

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Bryan, Muriel

From: engineering
Sent: Thursday, May 23, 2019 3:05 PM
To: Bryan, Muriel
Cc: EngineeringReview; 'Mike Troxell'; Lajoie, Corinne; LaFerrier, Marc
Subject: Stirling Square 7-11 - Water Supply

Muriel,

Please accept this email as confirmation that the City does have adequate water supply to support the above-captioned development.

Thank you,

Curt A. Keyser, P.E.
Acting City Engineer | City of Dania Beach
engineering@daniabeachfl.gov | daniabeachfl.gov
1201 Stirling Road | Dania Beach, FL 33004
DANIA BEACH SEA IT. LIVE IT. LOVE IT.
Phone: 954-924-6800 x3615 | **Fax:** 954-923-1109

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Subject: RE: Stirling Square 7-11

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Thanks,

Michael Troxell

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Sent: Wednesday, April 24, 2019 8:54 AM
To: Curt Keyser <engineering@daniabeachfl.gov>
Cc: Manny Vega <engineeringreview@daniabeachfl.gov>
Subject: Stirling Square 7-11

Good morning Curt,

I am working towards sign-off on our projects DRC review. Based on that, Max Kaplan from my office met with Manny last week to review our revised plans and submittal items and left Manny with a signed and sealed set of documents. Based on this I see that Zoning has included a couple of comments which requires the City Engineer to furnish a response to them. The following items include:

Comment #17 - *Applicant must obtain a statement from the City Engineer saying that the traffic study/statement submitted by the applicant is complete and accepted prior to public hearing.*
Comment #18 - *Applicant must obtain statement from Ronnie Navarro, City Engineer, stating that adequate water supply exists for this project.*

I am attaching pdf copies of the relevant documents for our responses (updated traffic study from Traf-Tech and Plan Sheet SP-02). The revised traffic statement indicates a reduction in traffic from the original approval and the SP-02 (approved and new)indicate that the water demand drop from 10,853.8 gpd to 4,841.3 gpd. Based on this can you send zoning the requested statements so I can get those comments removed? If not please let me know what else you need in order to accomplish this.

Thanks,

Michael Troxell

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Bryan, Muriel

From: Mike Troxell <mtroxell@Thomaseg.com>
Sent: Wednesday, May 8, 2019 8:30 AM
To: Brown, Richard
Cc: Bryan, Muriel
Subject: RE: SP-114-17MOD Stirling Square 7-11

Thanks for the quick response.

Michael Troxell

THOMAS ENGINEERING GROUP

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From: Brown, Richard [mailto:Richard_Brown@sheriff.org]
Sent: Wednesday, May 08, 2019 8:20 AM
To: Mike Troxell <mtroxell@Thomaseg.com>
Cc: Bryan, Muriel <mbryan@daniabeachfl.gov>
Subject: RE: SP-114-17MOD Stirling Square 7-11

All DRC comments from Fire have been addressed.

Thank you,

Richard Brown
Fire Safety Inspector
Broward Sheriff's Office
Department of Fire Rescue & Emergency Services
Fire Marshal's Bureau
2601 West Broward Boulevard, Room 3061

Fort Lauderdale, Fl. 33312
Tel - (954) 831-8210
Fax - (954) 831-8218
Richard_Brown@sheriff.org
www.sheriff.org
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Center for Public Safety Excellence

Please note that Florida has a broad public records law, and that all correspondence sent to me via email may be subject to disclosure.

From: Mike Troxell [mailto:mtroxell@Thomaseg.com]
Sent: Tuesday, May 7, 2019 4:54 PM
To: Brown, Richard <Richard_Brown@sheriff.org>
Cc: Bryan, Muriel <mbryan@daniabeachfl.gov>
Subject: SP-114-17MOD Stirling Square 7-11

Good afternoon Richard,

I am sending this email to document our meeting last week in which upon review of the revised civil plans you had indicated that we had adequately addressed Fire's DRC comments. I was told that Muriel needs some documentation for the planning file. Can you respond to this email indicating that we have satisfied the DRC comments for this project?

Thanks,

Michael Troxell

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The applicant has provided written justification identifying how his request is consistent with these criteria.

SITE PLAN MODIFICATION

The proposed Site Plan modification is to allow the reconfiguration of the south west corner of the previously approved site plan to include a retail convenience store and associated fuel pumps with an accessory car wash.

Staff requested the applicant to meet with adjacent property owners prior to the public meeting. The applicant indicated that they acknowledge this comment. No further action has been provided.

DEVELOPMENT REVIEW COMMITTEE (DRC)

The City Engineer has stated that he concurs with the methodology and findings of the traffic statement prepared by Traf Tech dated April 2017.

The site plan modification was reviewed by the DRC on February 25, 2019 which includes personnel from the BSO Fire, Public Services, the City's Landscape consultant and Community Development 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.

06/13/19

CONDITIONS OF APPROVAL

R 1. Provide copies of approved permits from City of Dania Beach, Broward County and FDOT for driveway(s) access and utilities connections (As applicable). (Engineering)
2. Provide Maintenance of Traffic (MOT) Plan by a licensed Professional Engineer in the State of Florida. (Engineering) N/A
X 3. A complete Paving, Grading and Drainage Plan(s), including the sizes and dimensions of all storm-water infrastructures. Provide Drainage Structures Tables. (Engineering)
X 4. Provide drainage calculations and geotechnical information supporting the proposed drainage design including its connection with existing system. (Engineering)
X 5. Provide a copy of pre –and- post development storm-water management and drainage calculations. The City specifically needs the following information: 10-year, 25-year, and 100-year 24-hour and 72-hour flood stage elevations respectively. (Engineering)
X 6. Provide an on-site drainage system – plan- along with storm-water management calculations (signed and sealed by a registered professional engineer). The calculations shall show how the minimum road crown and finished floor elevations are met, and how the 25-year, 3 day storm event is maintained onsite with zero discharge to the ROW and adjacent properties. The site must store at least the 25-year, 3 day event onsite with NO EXECPTIONS. (Engineering)

7. Proposed grading and drainage plan shall be based on the storm-water management calculations. Identify minimum paving elevations from drainage calculations. Quality design shall be provided in the amount of 2.5 inches times the percent impervious or the first 1 inch of rainfall over the entire site whichever is greater. This calculation will be provided along with the updated complete drainage analysis for permitting. (Engineering)
8. Provide location of building roof drains, and their proposed connection(s) to the on-site drainage system.(As applicable) (Engineering)
9. Drainage shall adequate to protect rooms in new structures designed for occupancy from the 100-Year flood elevations based on FEMA. Show and identify elevation from drainage calculations. Provide copies of Broward County 100 Year Elevations and FEMA Flood Designations maps. (Engineering)
10. Provide a complete Water and Sewer –Utilities- Plan, including any existing water main, force mains, gravity mains, etc. (Show all material & pipe sizes on the plan). Preliminary Utilities – Water and Sewer - Plan was provided missing existing Water Main and Fire connections lines. Clarify, Proposed (5) Water Main & RPZ, etc. Sheet SP-11 was revised to show existing water and sewer mains surrounding the establishment. New connection to the building, if any, will be provided at the time of permit application. (Engineering)
11. Provide utility piping conflict details plan, along with documentation to demonstrate acceptability of the separation between water, sanitary, storm-water services lines. (Engineering)
12. In compliance with Article 805. CONCURRENCY OF DETERMINATIONS of the City Code of Ordinances, applicants shall provide projected water demand, sewage and solid waste generation amounts in tabular format – utilities – plan. Please provide calculations to support tabular projected generation amounts. (Engineering)
13. Provide a Complete Pavement, Marking and Signage Plan with details. Preliminary plan provided, pending complete PMS plan to be provided. (Engineering)
14. Preliminary Paving, Marking and Signage Plan pending to be provided' missing parking lot dimensions and width dimensions at ingress and egress of driveways, parking stalls dimensions, etc. Provide maneuvering. (Engineering)
15. ~~Preliminary Erosion Control Plan was provided C-5. (Engineering)~~
16. 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. Noted. (Engineering)
17. Per Dania Code of Ordinances (Article 415-Sidewalks and Swales), Owner is responsible for sidewalks and swales improvements within ROW. (Engineering)
18. Erosion and Sediment Control Plan shall be reviewed for the drainage impacts to adjacent properties, surrounding ROW, storm-water facilities, and neighboring water bodies. (Engineering)
19. Provide a proposed "Staging Plan "including employee parking, material storage, etc.. Staging Plan will be submitted at time of construction. (Engineering)
20. Provide ADA parking, access / driveway, and sidewalks /ramps in accordance with Chapter 553 of the Florida Statutes. "Accessibility of Handicapped Persons" and latest

edition of "Accessibility Requirements Manual" by Department of Community Affairs, Florida Board Building Codes and Standards, and in accordance with Americans with Disability Act (ADA). Be advised that ADA van accessibility for structured parking garages (including automated parking) shall be provided as appropriate and consider the taller specialized ADA vehicles. (Engineering) Provided in SP-03

21. Provide dedicated fire service connection not combined with domestic water service connection, per the National Fire Preventions Association (NFPA) guidelines, for the proposed development. (Engineering) N/A.
22. Contractor shall provide, before issuance of C.O., to the EOR and City of Dania Beach "hard-copies and CD with As-Built drawings of the project giving horizontal and vertical dimensions of connections signed and sealed by a Florida Registered Professional Land Surveyor. (Engineering)
23. Provide regulatory agencies' approval documentation (as applicable) as part of the final submittal (FDOT, Broward County Surface Water License, Broward County Health Department Permit, EPD, etc.) before issuance of Building Permit. (Engineering)
24. SIGNS: Provide copy of all signs for compliance review, Per Sec 635-50(3). Remove note on sheets SP-01, SP-02, SP-03, SP-04. Regarding sign to be mounted 7'-0" above finished floor, as it is not permitted by LDC. (Zoning)
25. ROOFTOP MECHANICAL EQUIPMENT: Must meet regulations in Section 220-60 and Section 510-30 (L). Identify how equipment will be screened from view.
26. Principal Arterial Design Standards. Identify how these regulations are being met. See Section 510 prior to Public Hearing. (Zoning)
27. Must provide latest revised set of plans on disk prior to going to public hearing. (Zoning)
28. Per O-2017-022, for properties over an acre in size, the applicant must obtain and post property signs in accordance with the NEW City requirements. Please see the end of this document for guidelines. (Zoning)
29. Provide bike racks per the requirements listed in Sec. 265-51. Identify location on site plan; provide detail of bike racks and the number of required/provided in data table, Per Resolution 2018-015. (Zoning)
30. Provide copy of recorded unity of control agreement, as well as all easements, covenants, & restrictions on the property prior to issuance of a building permit. The City Attorney must review and approve before all documents prior to recordation, Per Resolution 2018-015. (Zoning)
31. Dimensions: Provide exterior perimeter setbacks dimensions from Property Line as it may need a variance. (Zoning)

CITY COMMISSION ACTION

Cannot go to Public Hearing. Must first address the highlighted Engineering/Zoning Comments.

Bryan, Muriel

From: Lajoie, Corinne
Sent: Friday, May 10, 2019 3:03 PM
To: EngineeringReview; LaFerrier, Marc
Cc: Norena, Eleanor; engineering; Bryan, Muriel
Subject: RE: 7-11 (Stirling Square)

Thank you.

From: EngineeringReview
Sent: Friday, May 10, 2019 2:58 PM
To: LaFerrier, Marc; Lajoie, Corinne
Cc: Norena, Eleanor; engineering; Bryan, Muriel
Subject: Re: 7-11 (Stirling Square)

Hi Corinne,

By Marc instructions , I am reviewing the new impact of the 7-11 Traffic Statement and find the following:

In reference to Stirling Square Project , based on the Traffic Impact Comparison, there is a decrease of 9 trips in the AM Peak hours and an addition of 12 more PM peak hours. The additional 12 PM Peak hours are generated by the new development program (7-Eleven) which is insignificant. Because of this addition, I believe we need to adjust the fee of PM Peak Hours by 12 trips to show this update.

Therefore, the updated traffic statement is approved, please proceed and delete this Item from your list.

Regards,

Manny Vega, PE
Engineering Review

From: LaFerrier, Marc
Sent: Friday, May 10, 2019 2:14 PM
To: engineering; EngineeringReview; Lajoie, Corinne
Cc: Norena, Eleanor
Subject: 7-11

Corinne: let me know if 7-11 can make it to the June 25th CC meeting. Thanks. Marc

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

Marc LaFerrier, AICP
Community Development Director | City of Dania Beach
mlaferrier@daniabeachfl.gov | daniabeachfl.gov
100 W Dania Beach Blvd. | Dania Beach, FL 33004
Phone: 954-924-6805 ext. 3643 | Fax: 954-922-2687
Web: daniabeachfl.gov | FB: cityofdaniabeach | Twitter: @DaniaBeachFL
Enews: /enews | Emergency Notifications: CodeRED

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.

AFFIDAVIT

CITY OF DANIA BEACH, FLORIDA
COMMUNITY DEVELOPMENT DEPARTMENT
POSTING OF PUBLIC HEARING NOTICE SIGN

STATE OF FLORIDA

COUNTY OF Broward

BEFORE ME, the undersigned authority, personally appeared Christina Mathews, who, after being duly sworn, deposes and says:

1. I, Christina Mathews, am an individual over the age of 18 years old and
   (Print Name)

   (CHECK APPLICABLE SPACE)

   _____ I am the property Owner,

   OR

   X I am a representative of the property owner(s), Stirling Square LLC and Stirling Road Ex LLC, for property located at 700, 800 and 850 Stirling Road (the "Property"), and this sworn statement pertains to the application for Site Plan Modification and Special Exception, relating to Petition number SP-114-17 MOD and SE-28-19 in the Code of Ordinances of the City of Dania Beach, Florida.

2. Pursuant to Sec. 610-30(B)(1) of the Land Development Code of the Code of Ordinances of the City of Dania Beach, Florida, on June 11, 2019, I posted, or caused to be posted, a public notice sign along street frontages of the subject Property, with the sign being at least three (3) square feet in area, and between ten (10) and twenty (20) feet from the edge of street pavement in a manner so as to be completely visible from the public rights-of-way. The public notice sign was posted more than ten (10) days before the scheduled public hearing. I am aware that the Code Section cited above requires the sign to state and contain the following information:

   PUBLIC HEARING NOTICE
   Petition number;
   Date;
   Time; and
   Telephone number of the City's Community Development Department.

3. A true and accurate copy (copies) of the subject sign(s) is/are attached to this Affidavit and incorporated by this reference.

FURTHER, AFFIANT SAYS NOTHING MORE.

AFFIANT

Sworn to and subscribed before me on June 11, 2019.

NOTARY PUBLIC
State of Florida at Large

My Commission Expires:
1-24-21

NATALIE BEDELL
Notary Public – State of Florida
Commission # GG 065714
My Comm. Expires Jan 24, 2021
Bonded through National Notary Assn.

City of Dania Beach
PUBLIC HEARING NOTICE
Tuesday, June 25, 2019

THIS PROPERTY IS THE SUBJECT OF UPCOMING PUBLIC HEARINGS

TIME | 7:00 p.m.

PLACE | City Commission Chambers
City Hall, 100 West Dania Beach Blvd.
Dania Beach, FL 33004

PROJECT | 7-Eleven Site Plan Modification

REQUESTS: | Site Plan Modification & Special Exception
requesting a Site Plan Modification
and Special Exception to allow a retail
convenience store and associated fuel pumps
with an accessory car wash for property located at 800 Stirling Road.

FILE #: | SP-114-17 MOD / SE-28-19

For more information, please visit our website http://daniabeachfl.gov/Public-Hearings or call (954) 924-6800 x 3643.

This Sign is the Property of the City of Dania Beach. In accordance with Section 610-30 of the Land Development Code, it shall be unlawful for any person to injure, cut, break or destroy in any manner any building or other thing belonging to or under the control of the City. Persons mining or removing this Notice may be subject to fine and/or imprisonment.

City of Dania Beach
PUBLIC HEARING NOTICE
Tuesday, June 25, 2019

THIS PROPERTY IS THE SUBJECT OF UPCOMING PUBLIC HEARINGS

TIME | 7:00 p.m.

PLACE | City Commission Chambers
City Hall, 100 West Dania Beach Blvd.
Dania Beach, FL 33004

PROJECT | 7-Eleven Site Plan Modification

REQUESTS: | Site Plan Modification & Special Exception requesting a Site Plan Modification and Special Exception to allow a retail convenience store and associated fuel pumps with an accessory car wash for property located at 800 Stirling Road.

FILE #: | SP-114-17 MOD / SE-28-19

For more information, please visit our website http://danlabeachfl.gov/Public-Hearings or call (954) 924-6800 x 3643.

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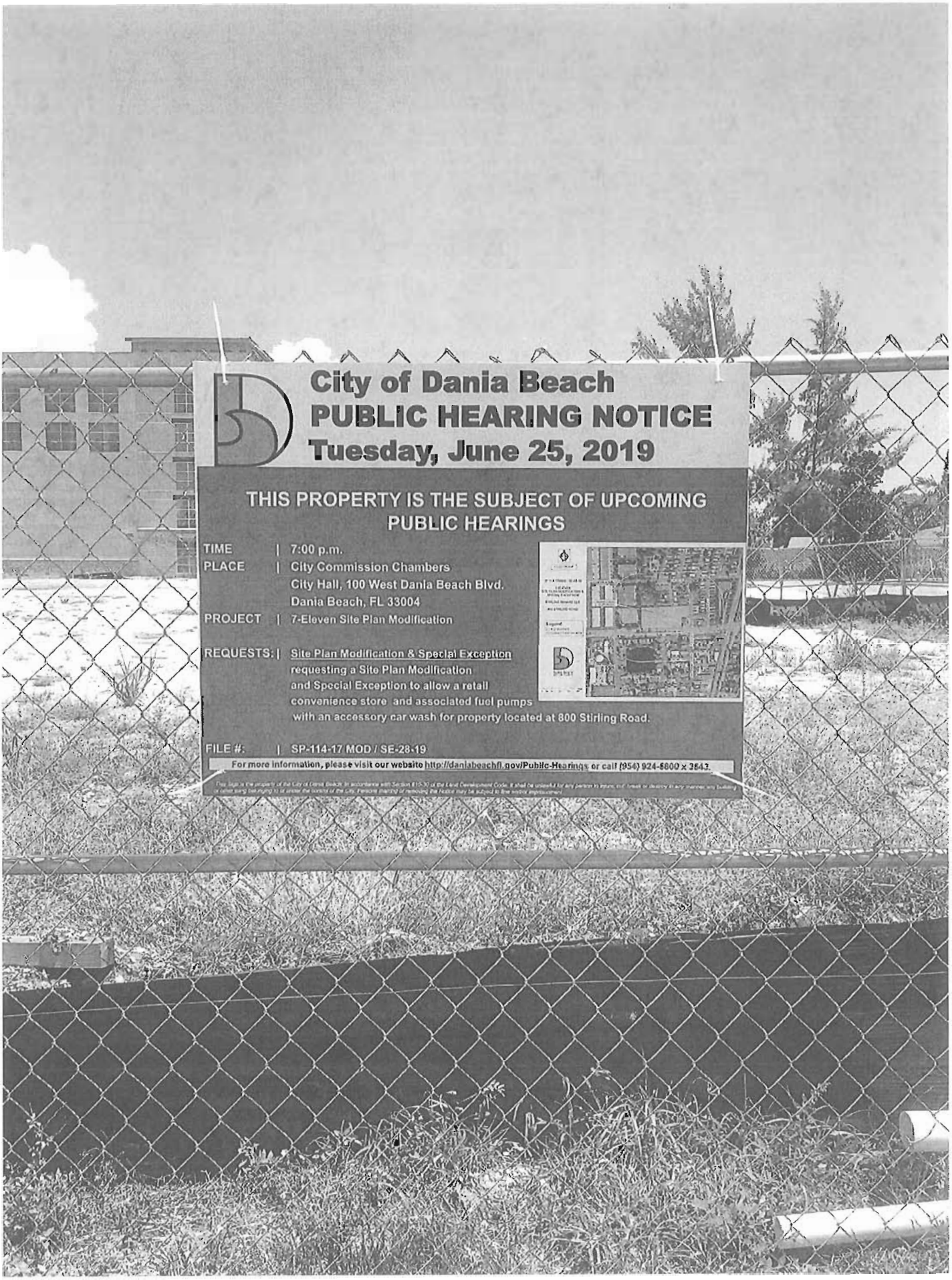
City of Dania Beach
PUBLIC HEARING NOTICE
Tuesday, June 25, 2019
THIS PROPERTY IS THE SUBJECT OF UPCOMING PUBLIC HEARINGS
TIME | 7:00 p.m.
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City Hall, 100 West Dania Beach Blvd.
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For more information, please visit our website http://daniabeachfl.gov/Public-Hearings or call (954) 924-6800 x 3843.

Write Checks - Stonegate Bank

Main | Reports

Quick Report | Transaction History | Transaction Journal | Check Detail | Missing Checks | Expense By Vendor Detail

#4

BANK ACCOUNT: Stonegate Bank

ENDING BALANCE: 94,374.27

NO.: 1194

DATE: 12/20/2017

PAY TO THE ORDER OF: City of Dania Beach

$: 5,000.00

Five thousand and 00/100********** DOLLARS

ADDRESS

CLEARED

MEMO: Cost Recovery Fee

Expenses $5,000.00 | Items $0.00

ACCOUNT	AMOUNT	MEMO	CUSTOMER
Stirling Square - Dania Be	5,000.00	Cost Recovery Fee	

Save & Close | Sav

#2

Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
10101 Hillwood Parkway
Fort Worth, TX 76177

Aeronautical Study No.
2017-ASO-25785-OE

Issued Date: 01/26/2018

Terrence Salzman
Salzman Real Estate Group
2860 W SR 84 #118
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 CubeSmart
Location:	Dania Beach, FL
Latitude:	26-02-56.40N NAD 83
Longitude:	80-08-58.50W
Heights:	6 feet site elevation (SE)
	70 feet above ground level (AGL)
	76 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)
__X__ 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 07/26/2019 unless:

(a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
(b) 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, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, effective 21 Nov 2007, 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 includes all previously filed frequencies and power for this structure.

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, or mike.blaich@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2017-ASO-25785-OE.

Signature Control No: 351571197-354443199 (DNE)
Michael Blaich
Specialist

Attachment(s)
Map(s)

FORT LAUDERDALE-HOLLYWOOD
INTERNATIONAL AIRPORT
DANIA
HOLLYWOOD
HOLLYWOOD
North Lake
North Lake
North Lake
North Lake
Golf Course
Golf Course
Golf Course
Golf Course
Hollywood Country Club
LAKE
WEST
STATE
ROAD
DANIA TOWN CANAL

#3

J.J. GOLDASICH AND ASSOCIATES, INC.

Ecological Evaluations • Wetland Consultation
Environmental Consultants

December 8, 2017

Via electronic mail: tbsalzman@salzmanrea.com and tsalzman@salzmanrea.com

Thekla Blaser Salzman and Terry Salzman
Salzman Real Estate Advisors
2860 W State Road 84, #118
Dania Beach, Florida 33312

RE: Stirling Square - Wildlife Survey and Ecological Analysis Summary Cover Letter
City of Dania Beach, Broward County, Florida
JJGA File 17-1408

Dear Mr. Terry Salzman and Ms. Thekla Salzman:

The Stirling Square Parcels were evaluated in December 2017 to evaluate wildlife utilization and determine the ecological and environmental conditions present on the site. This cover letter is provided as a summary of the findings produced from both literature review and onsite assessments. This cover letter should be used in combination with the detailed results contained in the Wildlife Survey and Ecological Report for the "Stirling Square Parcels".

CONCLUSIONS AND RECOMMENDATIONS:

The Stirling Square parcel contains a forested area in the northwest end of the site. This area is dominated by the non-native invasive exotic Brazilian pepper tree and also includes small numbers of the highly invasive Melaleuca tree. This area is very poor quality and provides little native wildlife utilization values. No wetland dependent native wildlife were sighted on the site.

The remainder of the site contains an open herbaceous field with a large number of non-native palm trees planted for nursey stock. Many of the trees are large mature individuals. This area of the site provides poor wildlife utilization with no valuable cover or roosting sites. Wildlife utilization of this area of the site was also found to be very poor and no evidence of wildlife, or their important habitat was identified. Nests, burrows, roosts, dens were also not observed on the site. Development of this site will not result in a significant impact to native wildlife or important native wildlife habitat.

No state or federally listed fauna were observed within the development parcel. Fauna observed during the site assessments included non-native lizards, a feral cat, raccoon tracks and various urban birds, none of the animals sighted are listed by the state or federal government.

Thank you for the opportunity to provide the services of **JJ Goldasich and Associates, Incorporated** for this project. Should you have any questions or wish to discuss our findings please contact us at 561.212.4108 or by electronic mail at jjg@jjgoldasich.com .

Sincerely,
J. J. Goldasich and Associates, Incorporated

John J. Goldasich, PWS
Vice-president

RECEIVED
APR 30 2019
Planning
Development

P.O. Box 811988 • Boca Raton, Florida 33481-1988 • (561) 883-9555 • Fax (561) 883-0054
jjg@jjgoldasich.com • www.swamps.cc

Stirling Square – Salzman Real Estate Advisors Wildlife Assessment

Dania Beach, Broward County, Florida

Prepared For:
Salzman Real Estate Advisors
2860 W. State Road 84, #118
Dania Beach, Florida 33312

Prepared By:

Jim Goldasich, PWS

12/8/2017

J. J. Goldasich and Associates, Incorporated

Boca Raton, Florida

This report reviews the current environmental and ecological conditions on the site and discusses site wildlife utilization including listed fauna identified as using the site along with any potential negative impacts associated with development of the parcel.

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Summary Cover Letter

J.J. GOLDASICH AND ASSOCIATES, INC.
Ecological Evaluations • Wetland Consultation
Environmental Consultants

December 8, 2017

Via electronic mail: tbsalzman@salzmanrea.com and tsalzman@salzmanrea.com

Thekla Blaser Salzman and Terry Salzman
Salzman Real Estate Advisors
2860 W State Road 84, #118
Dania Beach, Florida 33312

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City of Dania Beach, Broward County, Florida
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No state or federally listed fauna were observed within the development parcel. Fauna observed during the site assessments included non-native lizards, a feral cat, raccoon tracks and various urban birds, none of the animals sighted are listed by the state or federal government.

Thank you for the opportunity to provide the services of **JJ Goldasich and Associates, Incorporated** for this project. Should you have any questions or wish to discuss our findings please contact us at 561.212.4108 or by electronic mail at jjg@jjgoldasich.com.

Sincerely,
J. J. Goldasich and Associates, Incorporated

John J. Goldasich, PWS
Vice-president

P.O. Box 811988 • Boca Raton, Florida 33481-1988 • (561) 883-9555 • Fax (561) 883-0054
jjg@jjgoldasich.com • www.swamps.cc

Executive Summary:

The Stirling Square Site was evaluated in December 2017 by both office and field assessments. The office assessment was designed as a scoping evaluation necessary to target important areas of the site for later field review. The results of the Stirling Square Site environmental and ecological analysis revealed that the site contains open rangeland with a tree nursery and non-native forest communities. The Site is an active tree nursery in the south and a vacant exotic dominated forest in the north. There were no sightings of listed fauna during the site assessments and no designated critical habitat exists onsite or in directly adjacent lands. Listed wildlife that may be present in the vicinity of the site include: Florida Bonneted Bat, Eastern Indigo Snake, Everglades Snail Kite and Wood Stork. None of these animals were observed on the site during any of the site inspections and suitable habitat does not exist onsite for any of these listed fauna.

Site Photo #1: Typical site conditions at Stirling Square.

Introduction:

The Stirling Square Site located at the North West corner of Stirling Road and Phippen Waiters Road in the City of Dania Beach, Florida. The total site acreage of the project is ±5.6 acres. The approximate center of the site is at 80^0 09' 00.9" (80.15025^0) West Longitude and 26^0 04' 57.7" (26.04937^0) North (see Figure 1, Site Aerial). The 2016 Broward County aerial photograph shows the Site to be a mixed developed nursery and exotic forested system. According to the Florida Land Use, Cover and Forms Classification System (FLUCCS) the subject parcel is "Tree Nursery" (FLUCCS 2410) and "Exotic Forest-Brazilian Pepper" (FLUCCS 4220). These conditions have been confirmed as a result of the initial site inspections conducted in December 2017. The adjacent parcels contain "High Density, Fixed Single Family" (FLUCCS 1310) to the east, "High Density, Multiple Family, Low Rise" (FLUCCS 1330) to the north, "Commercial Services" (FLUCCS 1400) to the west and "Roads and Highways" (FLUCCS 8140) to the south, (see Figure 2, FLUCCS Map).

Stirling Square 2016 Aerial Photograph and FLUCCS Map

- Parcel Outlines
- Urban
- Agriculture
- Rangeland
- Forest
- Water
- Wetlands
- Barren
- Transport and Utilities

N

0 68 136 204 ft

Goldasich ENVIRONMENTAL

DESIGN-BUILD-MAINTAIN

Seagrass to Sawgrass

Copyright 2017 MapWise, Inc. and JJ Goldasich and Associates, Incorporated (JJGA). All rights reserved. This map is informational only. No representation is made or warranty given as to its content. User assumes all risk of use. MapWise, JJGA and their suppliers assume no responsibility for any losses resulting from such use.

Overall Site Characteristics and Natural System Setting:

The initial Stirling Square Site review consisted of review of existing National Wetland Inventory (NWI) maps, State of Florida wetland mapping data, land use maps, US Fish and Wildlife Service (USFWS) maps, National Resource Conservation Service (NRCS) maps and soils survey aerials and current and past aerial photographs of the site and adjacent parcels. The results of the scoping assessment was used to target areas of importance for later field evaluation. The subsequent field evaluations consisted of multiple pedestrian and vehicular transects throughout the Site during the daylight hours in December 2017. The results of the wildlife assessment, natural system field surveys and ecological assessments are provided in the following report of findings.

The parcel is used for agricultural related operations relating to a tree nursery and clearing and filling of the site is evident in all areas except the extreme north end. In-depth reviews of the site characteristics, including actual or potential wildlife utilization, revealed little actual wildlife utilization. Site conditions suggest that the parcels were cleared and have been filled for many years and review of aerial photographs dating back to at least 1995 show site alterations evident to 1995. The aerials suggest the trees were installed sometime between 2004 and 2015. Site use by listed wildlife has not been recorded by the resource agencies and none were observed during the current assessments.

Site Photo #2: Typical site conditions in forested area, with dense Brazilian pepper.

Vegetation:

Vegetation found on the site consists of a non-native forested area located on the extreme north end of the site and a filled and developed tree nursery in the central and southern portion of the Site. The most prevalent plant in the forested community is the non-native and highly invasive Brazilian pepper (*Schinus terebinthifolius*). In addition to the Brazilian pepper, the forested areas contain punk tree (*Melaleuca quinquenervia*), Bishops wood (*Bischofia japonica*), ear leaf

Acacia (*Acacia auriculiformis*), royal palm (*Roystonea elata*), queen palm (*Syagrus romanzoffiana)*, jambolan plum (*Syzygium cumini),* and young saplings of many of these species.

Typical understory plants in the forested areas include *Philodendron* sp., castor bean (*Ricinus communis*), poison ivy (*Toxicodendron radicans*), muscadine grape (*Vitis rotundifolia*), shoe button ardisia (*Ardisia elliptica),* creeping oxeye (*Wedelia trilobata*), and St. Augustine grass (*Stenotaphrum secundatum*). Areas of the site that contain open rangeland and tree nursery are vegetated with various grasses and herbaceous plants such as St. Augustine grass (*Stenotaphrum secundatum*), Mexican clover (*Richardia grandiflora*), bahia grass (*Paspalum notatum*), umbrella grass (*Hydrocotyle umbellata)*, Virginia buttonweed (*Diodia virginiana*), rock finger grass (*Eustachys petraea*) and flat sedge (*Cyperus filiculmis*).

Site Photo #3: North filled area with herbaceous vegetation.

The canopy trees found in the nursery area are generally palm trees such as mature Mexican fan palm (Washintonia robusta), Macarthur palm (*Ptychosperma macarthurii)* along with a small number of other nursery stock trees. *The Mexican fan palm trees are large mature trees and the Macarthur palms are generally newly planted young trees. No nests, roosting sites or cavities were identified in any of the mature trees on the parcel.*

U.S. Fish and Wildlife Service

National Wetlands Inventory

Stirling Square NWI Wetlands Map

November 29, 2017

Wetlands

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Other
- Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

National Wetlands Inventory (NWI)
This page was produced by the NWI mapper

Soil Survey Mapped Soils:

According to the *"Soil Survey of Broward County"*, the soils mapped for the subject site consist of Okeelanta muck (Map Unit #21), Dade Fine Sand urban land complex (Map Unit #11), Immokalee (Map Unit #16) and Arents (Map Unit #2). Only the Okeelanta soil is listed as hydric soils (wetland soil) in Broward County. "Hydric soils are defined by the National Technical Committee for Hydric Soils (NTCHS) as soils that formed under conditions of saturation, flooding, or ponding long enough during the growing season to develop anaerobic conditions in the upper part (Federal Register, 1994). Under natural conditions, these soils are either saturated or inundated long enough during the growing season to support the growth and reproduction of hydrophytic vegetation."[1]

Okeelanta Muck (GIS #12):

According to the Broward County NRCS soil survey, Okeelanta muck soil consists of very deep, very poorly rapidly permeable soils formed on marine terraces typically found in fresh water marshes and small depressional areas in southern flatwoods (MLRA 155). These soils formed in moderately thick deposits of decomposed herbaceous vegetation over marine sands. The typical soil pedon is 0-6 inches of black (N 2/) sapric material, 6-31 inches of dark reddish brown (5YR 2/2) sapric material with dark grayish brown soil (10YR 3/2), over very dark gray (10YR 3/1) fine sand to depths of 55 inches. The sub-base may be fractured limestone or light gray (10YR 7/2) fine sand and fine shell fragments. Areas of Okeelanta muck are often used truck crops, sod, sugarcane, and improved pasture grasses. Some areas are not developed and are used for water storage and as a wildlife habitat. Native vegetation consists of sawgrass, lilies, sedges, and other water tolerant plants. Willow, southern bayberry, and melaleuca are common tree species. In the undrained condition, the water table will be at depths of less than 10 inches below the surface or the soil is covered by water 6 to 12 months during most years. The water table was not encountered in the soil pit excavations during the current site assessment and the soil was saturated to within the upper 12 inches of the soil surface.

Dade Fine Sand (GIS #11):

According to the Broward County NRCS soil survey, Dade Fine Sand soil consists of moderately deep, well drained, very rapidly permeable soils mineral soils over limestone. This soil formed in sandy marine sediments on broad low hills on the Miami Ridge. The typical soil pedon is 0-6 inches of dark gray (10YR 4/1) fine sand, 8-24 inches of light brownish gray (10YR 6/2) fine sand with dark grayish brown (10YR 4/2) to depths of 24 to 27 inches over soft porous limestone. The limestone surface may fluctuate in short distances from 27 to as much as 60 inches below the soil surface. Vegetation found in the natural condition would typically consist of various wax myrtle, pineland threeawn, palmetto, sabal palms and slash pine. In the undrained condition, water levels may range to within 20 inches of the surface for up to 6 months each year.

[1] Federal Register. September 18, 2002. Hydric soils of the United States. NRCS web soil survey.

Immokalee (GIS #16):

According to the Broward County NRCS soil survey, Immokalee soil consists of very deep, very poorly and poorly drained soils that formed in sandy marine sediments. Immokalee soils are typically found on flatwoods and low broad flats on marine terraces. Immokalee soils are found in the lower coastal plain on low broad flats and flatwoods on marine terraces. The typical soil pedon is 0-6 inches of very dark gray (10YR 3/1) fine sand with organics, 6-12 inches of gray (10YR 5/1) fine sand with coarse faint gray (10YR 6/1) areas over 12-35 inches of white (10YR 8/1) fine sand. The Immokalee soil extends to depths of up to 80 inches over limestone. Large areas with adequate water management may be used for citrus, truck crops or pasture lands. Potential native vegetation consists of longleaf and slash pine with an undergrowth of saw palmetto, gallberry, wax myrtle and pineland threeawn. In depressions, water tolerant plants such as cypress, loblolly bay, gorodonia, red maple, sweet bay, maidencane, blue maidencane, chalky bluestem, sand cordgrass and bluejoint panicum are more common. In the undrained condition the depth to the water table is typically 6 to 18 inches for 1 to 4 months during most years, 18 to 36 inches for 2 to 10 months during most years and below 60 inches during very dry periods. Depressional phases may be ponded up to 12 inches for 6 to 9 months each year.

Arents (GIS #2):

According to the Broward County NRCS soil survey, Arents soil is an altered soil resulting from development, grading, excavation or filling of the area. This component may be present on fills, rises on marine terraces and on coastal plains. The parent material consists of altered marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is somewhat poorly drained. The typical soil pedon may be nearly anything since this soil type is the result of prior site alterations.

Site Photo #4: Typical soil profile, NW corner.

Field Evaluated and Confirmed Soils:

The soils found on the majority of the site are severely altered due to the past grading, filling and related agricultural operations. The soil pedon of the mapped soils does not remain visible in most areas of the site, and observed soil profiles showed a homogenous pedon in the upper 12 inches with soil color of light gray (10YR 6/1). However, the soils identified on the north end of the property did contain remnant indicators of the Okeelanta muck. Other soil types could not be verified in the soil pits excavated for wetland determinations purposes.

Indicators of wildlife use on the parcel such as tracks, burrows, nests or scat were not found on the soil surface.

Soil Map—Broward County, Florida, East Part
(Stirling Square)

MAP LEGEND

Area of Interest (AOI)

- Area of interest (AOI)

Soils

- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features

- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Water Features

- Streams and Canals

Transportation

- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background

- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Broward County, Florida, East Part
Survey Area Data: Version 13, Oct 2, 2017

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Dec 17, 2014—Feb 11, 2015

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
2	Arents-Urban land complex	22.0	12.1%
3	Arents, organic substratum-Urban land complex	24.3	13.3%
11	Dade-Urban land complex	38.4	21.1%
16	Immokalee, limestone substratum-Urban land complex	12.6	6.9%
19	Margate fine sand, occasionally ponded, 0 to 1 percent slopes	2.7	1.5%
20	Matlacha, limestone substratum-Urban land complex	22.1	12.1%
21	Okeelanta muck, drained, frequently ponded, 0 to 1 percent slopes	16.1	8.8%
27	Plantation muck	9.7	5.3%
40	Urban land	28.3	15.5%
99	Water	6.0	3.3%
Totals for Area of Interest		**182.1**	**100.0%**

Surface Hydrology:

The surface of the site was generally dry during the site assessments and flooding or ponding on the soil surface was not evident. There were no evidence of continuous or prolonged surface ponding or flooding but the soil was saturated in the upper 12 inches along the northwest end of the site. National Wetland Inventory (NWI) maps of the site show no wetlands on the parcel or on directly adjacent lands. This further confirms the poor habitat diversity and minimal wildlife values present on the Site.

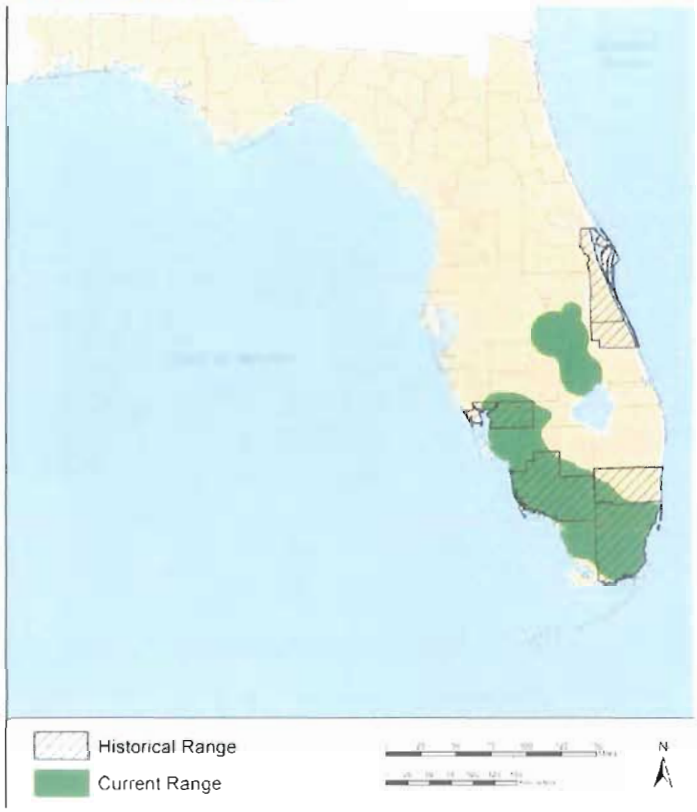
Site Photo #5: Dry soils in shallow excavation.

Fauna:

Careful consideration was given to the actual or potential habitat quality and site use by wildlife including listed fauna that may be found on the parcel due to existing or historic range. Both direct and indirect methods are used to identify faunal use within a parcel and this includes direct sightings as well as tracks, scat, forage evidence, nests, burrows, trails, roosting site evidence, vocalizations and distinct habitat presence. The fauna observed on the Stirling Square site included a feral cat, urban birds (mocking bird, cat bird) and raccoon tracks. In addition, the site supported large numbers of arthropods such as mosquito adults, crab and orb weaver spiders. In addition to the wildlife utilization assessment, the parcel was evaluated for potential site use by listed fauna whose current or past range extend to the site area. These animals include the following:

- Florida Bonneted Bat
- Eastern Indigo Snake
- Everglades Snail Kite
- Wood Stork

Florida Bonneted Bat



Even though the Consultation Area (see Figure #5) does not include the project site, special consideration was given to actual or potential use of the site by the Florida Bonneted Bat (FBB) (*Eumops floridanus*). Due to the fact that the historic range of this bat extended into Broward County, consultation for this animal may be required during the ACOE permitting process. This usually results in the need to conduct an acoustic survey on the site to determine if the bonneted bat is present. Recent such studies in Broward County have not detected any of the animals. Careful assessment of the large trees found on the site did not reveal any indicators of FBB use or presence.

Figure 4: Current and Historic Range Florida Bonneted Bat (USFWS).

Eastern Indigo Snake

Another animal not observed on the site, but whose range extends into the project area, is the eastern indigo snake. Careful assessment of the project site was undertaken to identify actual site use by this animal. No eastern indigo snakes or their preferred habitat were identified during the site assessments. However, any federal permit issued for this property will require conditions that include measures to protect the indigo snake during construction. These conditions require a discussion of the indigo snake at a pre-construction conference with construction personnel noting that all must be aware that this animal may be present, conduct careful observation for, and protection of, the indigo snake that includes cessation of work in the vicinity of any sighted snake until it leaves the area of its own accord. The USFWS must also be notified of any snake sighting. Even though this snake was not identified onsite, the federal construction protection measures for the indigo snake will be incorporated into the project plans.

Everglades Snail Kite

While this bird was also not seen on the site it may extend its foraging range into this area if open water is present. There is no open surface water on the site suitable for use a foraging areas for the snail kite. No birds were sighted on the site or in overflight and additional precautions for this animal are not required.

Wood Stork

Since there is no suitable surface waters on the project site, wading bird use would not be expected. However, careful attention was given to the presence of any evidence of site use by both direct and indirect means since this site is within the core foraging area (see attached Map) for the wood stork. No wood storks, or their preferred habitat, was observed on the project site. Further, no wading birds were identified on the site, on adjacent parcels or in overflight.

Wildlife Sightings:

As discussed, this site is a severely degraded parcel with respect to natural system values and benefits and little wildlife utilization was documented by both direct and indirect methods. Particular fauna observed on the parcel included a feral cat, raccoon tracks and various urban birds. Other fauna found on the site included: brown or Cuban anole (*Anolis sagrei), and several urban* birds such as the common grackle (*Quiscalus quiscula*), various sparrows (*Passer* spp.) and northern mocking birds (*Mimus polyglottos*). Other wildlife identified within the parcel during the field reviews consisted of various arthropods including the spiny orb-weaver spider (*Gasteracantha cancriformis*) and orb-weaver spider (*Araneus* sp.) found in the wooded areas on the northern end of the site. Other arthropods were generally found throughout the parcel in both the air and on the ground. Wildlife utilization on the site is classified as poor due to the significantly altered conditions in the natural system.

No listed species were observed on the subject site. There is no critical habitat present onsite or in directly adjacent areas.

Wood Stork
Nesting Colonies
June 16, 2004
Colony Location
Core Foraging Area
South Florida Service Area
OSCEOLA
POLK
INDIAN RIVER
HARDEE
OKEECHOBEE
ST. LUCIE
HIGHLANDS
SARASOTA
DeSOTO
MARTIN
CHARLOTTE
GLADES
LEE
HENDRY
PALM BEACH
BROWARD
COLLIER
MONROE
MIAMI-DADE
Produced by:
South Florida Ecological Services Office
http://verobeach.fws.gov
Phone: 772.562.3909
Disclaimer:
The information on this map has been compiled from a variety of sources and is intended for illustration purposes only.
Tallahassee
Jacksonville
Orlando
Vero Beach
Naples
Miami
Big Pine Key
0 25 50 100 Kilometers
0 12.5 25 50 Miles

Figure 1.

Conclusions and Recommendations:

The Stirling Square parcel contains a small area that remains forested and is dominated by non-native and invasive trees with little native vegetation present in the canopy or understory. This area is very poor quality and provides little native wildlife utilization values. The remainder of the site contains an open herbaceous field with various palm trees that have been planted for nursey stock. This area of the site provides poor wildlife utilization with no valuable cover, nesting, wildlife burrows or roosting sites. Wildlife utilization of this area of the site was also found to be very poor and no evidence of wildlife, or their important habitat was identified. Nests, burrows, roosts, dens were also not observed on the site.

Development of this site will not result in a significant impact to native wildlife or important native wildlife habitat.

ADD TO FILE · 4.30.19.

#5

THOMAS
ENGINEERING GROUP

THOMAS ENGINEERING GROUP
6300 NW 31 AVENUE
FORT LAUDERDALE FL 33309
P 954-202-7000
954-202-7070

April 26, 2019

Ms. Corinne Lajoie
City of Dania Beach
1201 Stirling Road
Dania Beach, FL 33004

Re: Stirling Square – SP-114-17MOD
RAC Traffic Mitigation Fee

Dear Ms. Lajoie:

Pursuant to Resolution 2014-049, the proposed Stirling Square was projected to generate 179 net New Trips during the PM Peak Hour. Based on a mitigation fee of $21.26 per PM Peak Hour trip and the 179 net new trips, a mitigation fee of $3,805.54 was required. Based on the site plan modification for the replacement of the retail building with the proposed convenience store with fuel pumps, the project will generate 191 net New Trips during the PM Peak Hour or an increase of 12 PM trips. Based on the increase a mitigation fee of $255.12 is due.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

MICHAEL A. TROXELL
PROFESSIONAL ENGINEER
STATE OF FLORIDA
No. 50572
LICENSE

Michael Troxell, P.E.
License No. 50572
FL Bus. Cert. No. 27528
Thomas Engineering Group, LLC

RECEIVED
APR 30 2019
Planning Department

LEGAL DESCRIPTION

PARCEL 1:
ALL OF BLOCK "C" OF "GEORGE M. PHIPPENS SUBDIVISION", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; LESS THE WEST 100 FEET OF THE EAST 130 FEET OF THE SOUTH 185 FEET AND LESS THE EAST 30 FEET FOR COUNTY ROAD, AND LESS THE ADJACENT PORTION OF RIGHT-OF-WAY PARCEL NO. 027 FOR STIRLING ROAD, RECORDED IN OFFICIAL RECORDS BOOK 9140, PAGE 170, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

PARCEL 2:
THE WEST 100 FEET OF THE EAST 130 FEET OF THE SOUTH 185 FEET OF BLOCK "C", "GEORGE M. PHIPPENS SUBDIVISION", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; LESS THEREFROM THE ADJACENT PORTION OF RIGHT-OF-WAY PARCEL NO. 027 FOR STIRLING ROAD, RECORDED IN OFFICIAL RECORDS BOOK 9140, PAGE 170, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

PARCEL 3:
LOTS 8, 10 AND 12, BLOCK "B", "GEORGE M. PHIPPENS SUBDIVISION", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.
SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

TOGETHER WITH:
LOTS 2, 4 AND 6, BLOCK B, "GEORGE M. PHIPPENS SUBDIVISION", ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 90, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

SAID LANDS NOW SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

Stirling Square

Dania Beach, Florida 33004

prepared for:

SALZMAN Real Estate Advisors

traffic statement

TRAFTECH ENGINEERING, INC.

February 15, 2019

TRAFTECH
ENGINEERING, INC.

Mr. Terry Salzman
SALZMAN Real Estate Advisors
2860 West State Road 84, Suite 118
Dania Beach, Florida 33312

February 15, 2019

Re: Stirling Square – Traffic Impacts Comparison

Traf Tech Engineering, Inc. compared the trip generation associated with the approved Stirling Square mixed-use development with the new updated program. The previously approved project and the new updated program are presented below:

Previously Approved Development

- 125,000 square feet of self storage
- 18,740 square feet of retail space
- 18 fueling positions gasoline station
- Approved project trips = **2,323 daily trips, 94 AM peak hour trips and 179 PM peak hour trips** (refer to Attachment A)

New Updated Program

- 125,000 square feet of self storage
- 21,998 square feet of supermarket
- 3,500 square feet of convenience store with gasoline pumps
- New project trips = **2,028 daily trips, 85 AM peak hour trips and 191 PM peak hour trips** (refer to Attachment B)

As indicated above, the updated program for the Stirling Square mixed-use projec is projected to generate 295 less daily trips, approximately 9 less AM peak hour trips and approximately 12 new trips during the PM peak hour than previously approved. Hence, the new development program has less daily and AM peak hour traffic impacts to the area street system than the traffic impacts analyzed in the approved traffic study for this project. Additionally, only 12 more PM peak hour are generated by the new development program which is insignificant (one new trips every 5 minutes).

TRAF TECH ENGINEERING, INC.

Joaquin E. Vargas, P.E.
Senior Transportation Engineer

8400 N. University Drive, Suite 309, Tamarac, FL 33321 • T: 954-582-0988 • F: 954-582-0989

ATTACHMENT A

Trip Generation for Previously Approved Traffic Study

TABLE A-1
Trip Generation Summary (Previous Approved Uses)
Stirling Square

Land Use	Size		Daily Trips	AM Peak Hour			PM Peak Hour		
				Total Trips	Inbound	Outbound	Total Trips	Inbound	Outbound
Self-Storage (LUC 151)	125,000	SF	313	18	10	8	33	17	16
Gas Station (LUC 945)	16	FP	2,604	163	82	81	216	108	108
Retail (LUC 820)	18,740	SF	2,287	56	35	21	195	94	101
Gross Trips			**5,204**	**237**	**127**	**110**	**444**	**219**	**225**
Gas Station Internal Trips (-10% AM -19% PM)			-260	-16	-8	-8	-41	-21	-20
Retail Internal Trips (-10% AM -19% PM)			-229	-6	-3	-3	-37	-19	-18
Sub Total			**-489**	**-22**	**-11**	**-11**	**-78**	**-40**	**-38**
Driveway Trips			**4,715**	**215**	**116**	**99**	**366**	**179**	**187**
Pass-by Gas Station (62%/56%)			-1614	-101	-50	-51	-121	-60	-61
Pass-by Retail (34%/34%)			-778	-20	-10	-10	-66	-33	-33
Sub Total			**-2,392**	**-121**	**-60**	**-61**	**-187**	**-93**	**-94**
New Trips			**2,323**	**94**	**56**	**38**	**179**	**86**	**93**

Source: ITE Trip Generation Manual (9th Edition)

Traf Tech
ENGINEERING, INC.

PROPOSED LAND USES

Trip Generation

and Internal Capture Summary

Analyst: Vargas

Date: 20-Feb-17

AM Peak Hour

LAND USE A:

ITE LU Code:

SIZE:

Exit to External: 0

Enter from External: 0

	Total	Internal	External
Enter	0	0	0
Exit	0	0	0
Total	0	0	0
%	#DIV/0!	#DIV/0!	#DIV/0!

14% 0 Demand; 0 Balanced; 8% 3 Demand

50% 0 Demand; 0 Balanced; 13% 3 Demand

14% 0 Demand; 0 Balanced; 8% 7 Demand

50% 0 Demand; 0 Balanced; 13% 11 Demand

LAND USE B: Retail

ITE LU Code: Code 820

SIZE:

Exit to External: 17

Enter from External: 28

	Total	Internal	External
Enter	35	7	28
Exit	21	4	17
Total	56	11	45
%	100%	20%	80%

Demand 20% 4; Balanced 4; Demand 20% 16

Demand 20% 7; Balanced 7; Demand 20% 16

LAND USE C: Gas Station

ITE LU Code: Code 945

SIZE:

Enter from External: 78

Exit to External: 74

	Total	Internal	External
Enter	82	4	78
Exit	81	7	74
Total	163	11	152
%	100%	7%	93%

Net External Trips for Multi-Use Development

	LAND USE A	LAND USE B	LAND USE C	TOTAL
Enter	0	28	78	106
Exit	0	17	74	91
Total	0	45	152	197
	0	56	163	219

INTERNAL CAPTURE: 10%

PROPOSED LAND USES

Trip Generation and Internal Capture Summary

Analyst: Vargas
Date: 20-Feb-17
PM Peak Hour

LAND USE A:

ITE LU Code:
SIZE:

	Total	Internal	External
Enter		0	0
Exit		0	0
Total	0	0	0
%	#DIV/0!	#DIV/0!	#DIV/0!

Exit to External: 0
Enter from External: 0

41% 0 Demand
0 Balanced
50% 47 Demand

29% 0 Demand
0 Balanced
29% 29 Demand

41% 0 Demand
0 Balanced
50% 54 Demand

41% 0 Demand
0 Balanced
29% 31 Demand

LAND USE B: Retail

ITE LU Code: Code 820
SIZE:

	Total	Internal	External
Enter	94	19	75
Exit	101	20	81
Total	195	39	156
%	100%	20%	80%

0 Exit to External
81
75
Enter from External

Demand 20% 20 — Balanced 20 — Demand 20% 22

20% 19 Demand — Balanced 19 — 20% 22 Demand

LAND USE C: Gas Station

ITE LU Code: Code 945
SIZE:

	Total	Internal	External
Enter	108	20	88
Exit	108	19	89
Total	216	39	177
%	100%	18%	82%

Enter from External: 88
89
Exit to External: 89

Net External Trips for Multi-Use Development

	LAND USE A	LAND USE B	LAND USE C	TOTAL
Enter	0	75	88	163
Exit	0	81	89	170
Total	0	156	177	333
	0	195	216	411

INTERNAL CAPTURE
19%

ATTACHMENT B

Trip Generation for New Development Program

TABLE B-1
Trip Generation Summary (New Proposed Uses)
Stirling Square

Land Use	Size		Daily Trips	AM Peak Hour			PM Peak Hour		
				Total Trips	Inbound	Outbound	Total Trips	Inbound	Outbound
Self-Storage (LUC 151)	125,000	SF	189	13	8	5	21	10	11
Supermarket (LUC 850)	21,998	FP	2,772	84	50	34	252	129	123
Convenience Store with Gas (LUC 853)	3,500	SF	2,185	142	71	71	173	87	86
Gross Trips			**5,146**	**239**	**129**	**110**	**446**	**226**	**220**
Supermkt Internal Trips (-14% AM -16% PM)			-416	-13	-5	-5	-40	-20	-20
C-Store Internal Trips (-14% AM -16% PM)			-328	-21	-3	-2	-28	-14	-14
Sub Total			**-744**	**-34**	**-8**	**-7**	**-68**	**-34**	**-34**
Driveway Trips			**4,402**	**205**	**121**	**103**	**378**	**192**	**186**
Pass-by Supermkt (36%/36%)			-998	-30	-15	-15	-91	-45	-61
Pass-by C-Store (34%/34%)			-1377	-89	-45	-7	-114	-57	-33
Sub Total			**-2,374**	**-120**	**-60**	**-22**	**-187**	**-93**	**-94**
New Trips			**2,028**	**85**	**61**	**81**	**191**	**99**	**92**

Source: ITE Trip Generation Manual (10th Edition)

Traf Tech
ENGINEERING, INC.

PROPOSED LAND USES

Trip Generation

and Internal Capture Summary

Analyst: Vargas

Date: 15-Feb-19

AM Peak Hour

LAND USE A:

ITE LU Code:

SIZE:

Exit to External: 0

Enter from External: 0

	Total	Internal	External
Enter	0	0	0
Exit	0	0	0
Total	0	0	0
%	#DIV/0!	#DIV/0!	#DIV/0!

14% 0 Demand; 0 Balanced; 8% 6 Demand

50% 0 Demand; 0 Balanced; 13% 9 Demand

14% 0 Demand; 0 Balanced; 8% 4 Demand

50% 0 Demand; 0 Balanced; 13% 4 Demand

LAND USE B: C Store

ITE LU Code: Code 853

SIZE:

Exit to External: 61

Enter from External: 64

	Total	Internal	External
Enter	71	7	64
Exit	71	10	61
Total	142	17	125
%	100%	12%	88%

Demand 20% 14; Balanced 10; Demand 20% 10

Demand 20% 14; Balanced 7; Demand 20% 7

LAND USE C: Supermarket

ITE LU Code: Code 850

SIZE:

Enter from External: 40

Exit to External: 27

	Total	Internal	External
Enter	50	10	40
Exit	34	7	27
Total	84	17	67
%	100%	20%	80%

Net External Trips for Multi-Use Development

	LAND USE A	LAND USE B	LAND USE C	TOTAL
Enter	0	64	40	104
Exit	0	61	27	88
Total	0	125	67	192
	0	142	84	226

INTERNAL CAPTURE 15%

PROPOSED LAND USES

Trip Generation
and Internal Capture Summary

Analyst: Vargas
Date: 15-Feb-19
PM Peak Hour

LAND USE A:

ITE LU Code:
SIZE:

	Total	Internal	External
Enter		0	0
Exit		0	0
Total	0	0	0
%	#DIV/0!	#DIV/0!	#DIV/0!

Exit to External: 0
Enter from External: 0

41% 0 Demand
0 Balanced
50% 44 Demand

29% 0 Demand
0 Balanced
29% 25 Demand

41% 0 Demand
0 Balanced
50% 65 Demand

41% 0 Demand
0 Balanced
29% 36 Demand

LAND USE B: C Store

ITE LU Code: Code 853
SIZE:

	Total	Internal	External
Enter	87	17	70
Exit	86	17	69
Total	173	35	138
%	100%	20%	80%

0 Exit to External
69
70
Enter from External

20% 17 Demand
17 Balanced
20% 26 Demand

20% 17 Demand
17 Balanced
20% 25 Demand

LAND USE C: Supermarket

ITE LU Code: Code 850
SIZE:

	Total	Internal	External
Enter	129	17	112
Exit	123	17	106
Total	252	35	217
%	100%	14%	86%

Enter from External: 112
106
Exit to External: 106

Net External Trips for Multi-Use Development

	LAND USE A	LAND USE B	LAND USE C	TOTAL
Enter	0	70	112	181
Exit	0	69	106	174
Total	0	138	217	356
	0	173	252	425

INTERNAL CAPTURE
16%

Instr# 115279966 , Page 1 of 32, Recorded 08/22/2018 at 0^:02 PM
Broward County Commission
Mtg Doc Stamps: $0.00 Int Tax: $0.00

Return recorded copy to:
Marla Neufeld, Esq.
Greenspoon Marder, PA
200 E. Broward Blvd. Suite 1800
Fort Lauderdale, Florida 33301

Document prepared by:

Marla Neufeld, Esq.
Greenspoon Marder, PA
200 E. Broward Blvd. Suite 1800
Fort Lauderdale, Florida 33301

UNIFIED CONTROL AGREEMENT

THIS UNIFIED CONTROL AGREEMENT ("Agreement") dated this 21 day of August 2018, by **STIRLING SQUARE, LLC** ("Stirling"), a Florida limited liability company and **JSF STIRLING ROAD EX, LLC** ("JSF"), a South Carolina limited liability company (collectively "Owners").

WITNESSETH:

WHEREAS, the City of Dania Beach (the "City") has approved that certain Site Plan dated _____, 2018, attached hereto and incorporated herein as **Exhibit "B"**, as the same may be amended from time to time ("Site Plan"), for the development of certain real property located on the north side of Stirling Road between SW 12th avenue and Phippen Waiters Road attached hereto as **Exhibit "A"** ("Property"); and

WHEREAS, the City has requested an acknowledgment by the Owners to evidence that the applicable Owners, their successors and assigns in title, are required to abide by the applicable terms and conditions of the Site Plan in order to develop a storage facility, grocery store, and commercial building on the Property for a project to be known as Stirling Square; and

WHEREAS, Stirling is the fee title owner of the real property legally described on **Exhibit "C"** and commonly referred to as the Grocery Parcel and the Retail Parcel, each as shown on the Site Plan";

WHEREAS, JSF is the fee title owner of the real property legally described on **Exhibit "D"** and commonly referred to as the Storage Parcel on the Site Plan;

WHEREAS, Owners, their successor and assigns, desires to accede to the City's request and to otherwise clarify the responsibilities for construction of any shared infrastructure, including but not limited to critical access pathways, utilities landscaping, and off-site improvements, as well as for the maintenance of the Property following development of the Property.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. The foregoing recitations are true and correct and are incorporated herein by this reference.

2. Unless otherwise provided herein, Owners acknowledge that each Owner, their successor or assigns, are required to abide by the provisions of the Site Plan for the development of the Property. Each Owner acknowledges that the development of the Property shall be in substantial accordance with the plans, specifications, agreements, and requirements approved as part of the Site Plan.

3. The Owners acknowledge and agree that the Owners, and their successors or assigns, will maintain the common Site Plan elements, including but not limited to access drives, easements, landscaping, irrigation, lighting, shared drainage facilities, utilities, and any other elements deemed necessary by the City ("Common Elements") and located within their respective portion of the

Property as required by that certain Agreement of Reciprocal, Non-Exclusive Easements, Covenants and Restrictions of even date herewith, by and between the Owners, attached hereto and incorporated herein as **Exhibit "E"** ("Easement"). Each Owner further acknowledges and agrees that it shall maintain its respective portion of the Property and Common Elements located thereon in compliance with the City's Code unless otherwise specified.

4. This Agreement shall not be modified, amended, or released as to any portion of the Property except by written instrument, executed by the Owners or the then owner(s) of the portion of the Property affected by such modification, amendment, or release and approved in writing by the City. The City shall execute a written instrument effectuating and acknowledging such modification, amendment or release. Any amendment, modification or release of this Agreement shall be recorded in the Public Records of Broward County, Florida.

5. If any court of competent jurisdiction shall declare any section, paragraph or part of this Agreement invalid or unenforceable, then such judgment or decree shall have no effect on the enforcement or validity of any other section, paragraph or part hereof, and the same shall remain in full force and effect.

6. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and venue for any litigation arising hereunder shall be Broward County, Florida.

[INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Acknowledgment as of the day and year set forth below their respective signatures.

Signed, sealed and delivered

Printed Name: Lisa Duke

Print Name: Krystal M. Rodriguez

Stirling Square, LLC
a Florida limited liability company

By: Terrence Salzman

Its: MANAGER

Dated: 6/27/18

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Terrence Salzman as manager of Stirling Square, LLC, a Florida limited liability company. He is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 27th day of June, 2018.

Notary Public

Krystal M. Rodriguez
Typed, printed or stamped name of Notary Public

My Commission Expires:
Aug 2, 2022

KRYSTAL MICHELLE RODRIGUEZ
State of Florida-Notary Public
Commission # GG 205756
My Commission Expires
August 02, 2022

[Signatures continued on following page]

Signed, sealed and delivered

Printed Name: Daryl Moon

Print Name: Khaleta Magee

JSF STIRLING ROAD EX, LLC,
a South Carolina limited liability company

By: National Safe Harbor Exchanges,
a California corporation
Its Sole Member

By:
Name: Martin Karol
Its: Vice President

Dated: 8/20/18

STATE OF Illinois)
) SS:
COUNTY OF Cook)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by **Martin Karol** as Vice President of National Safe Harbor Exchanges, a California corporation, the Sole Member of JSF STIRLING ROAD EX, LLC, a South Carolina limited liability company. He is personally known to me ~~or has produced~~ _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 20th day of August 2018.

Paula Podvin
Notary Public

Paula Podvin
Typed, printed or stamped name of Notary Public

My Commission Expires:
1-6-21

OFFICIAL SEAL
PAULA PODVIN
Notary Public - State of Illinois
My Commission Expires 1/06/2021

JOINDER BY MORTGAGEE

The undersigned hereby consents to the foregoing Unified Control Agreement, as of the 29th day of June 2018.

JSRJ, INC., a Florida corporation

By: Jeanine L. Hill
Name: Jeanine Hill
Its: Vice-President

STATE OF Florida)

COUNTY OF Broward)

The foregoing instrument was acknowledged before me this 29th day of June 2018, by Jeanine Hill, as Vice-President of JSRJ, INC, a Florida corporation, on behalf of the corporation. She [choose one]: □ is personally known to me or ☒ produced DL # H400-432-56-926-0 as identification, on behalf of the company.

KMR
Signature of Notary Public

Aug 2, 2022 Krystal M. Rodriguez
My commission expires: Printed Name of Notary Public

KRYSTAL MICHELLE RODRIGUEZ
State of Florida-Notary Public
Commission # GG 205756
My Commission Expires
August 02, 2022

EXHIBIT "A"

PARCEL 1:
ALL OF BLOCK "C" OF "GEORGE M. PHIPPENS SUBDIVISION", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; LESS THE WEST 100 FEET OF THE EAST 130 FEET OF THE SOUTH 185 FEET AND LESS THE EAST 30 FEET FOR COUNTY ROAD, AND LESS THE ADJACENT PORTION OF RIGHT-OF-WAY PARCEL NO. 027 FOR STIRLING ROAD, RECORDED IN OFFICIAL RECORDS BOOK 9140, PAGE 170, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

PARCEL 2:
THE WEST 100 FEET OF THE EAST 130 FEET OF THE SOUTH 185 FEET OF BLOCK "C", "GEORGE M. PHIPPENS SUBDIVISION", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; LESS THEREFROM THE ADJACENT PORTION OF RIGHT-OF-WAY PARCEL NO. 027 FOR STIRLING ROAD, RECORDED IN OFFICIAL RECORDS BOOK 9140, PAGE 170, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

PARCEL 3:
LOTS 8, 10 AND 12, BLOCK "B", "GEORGE M. PHIPPENS SUBDIVISION", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.
SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

TOGETHER WITH:
LOTS 2, 4 AND 6, BLOCK B, "GEORGE M. PHIPPENS SUBDIVISION", ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 90, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

SAID LANDS NOW SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

EXHIBIT "B"

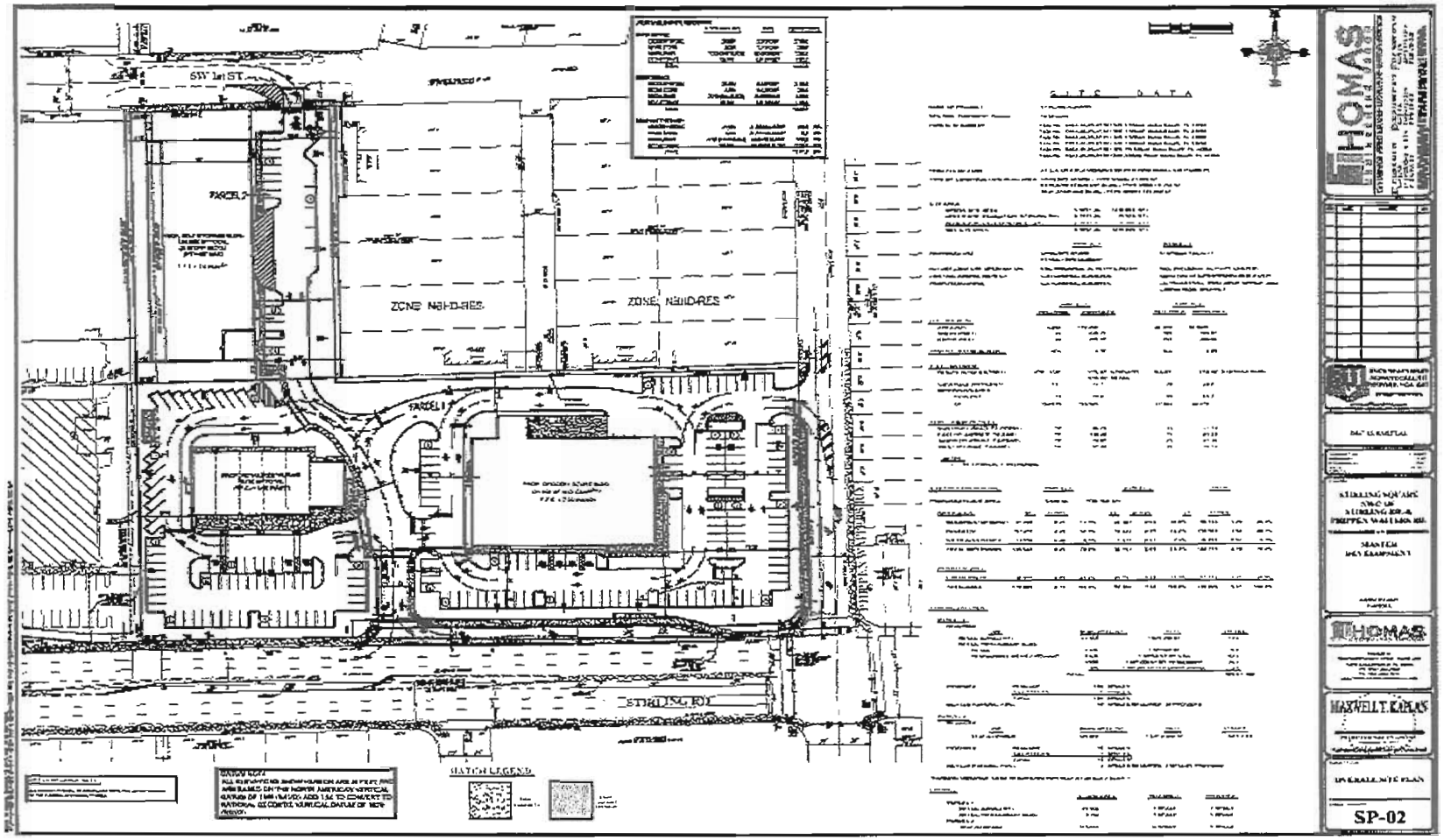

SITE DATA
ZONE NBI-DRES
ZONE NBI-DRES
PARCEL 2
PARCEL 1
STERLING RD.
MATCH LINE
SP-02

EXHIBIT "C"

STIRLING TRACT LEGAL DESCRIPTION

PARCEL 1:
ALL OF BLOCK "C" OF "GEORGE M. PHIPPENS SUBDIVISION", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; LESS THE WEST 100 FEET OF THE EAST 130 FEET OF THE SOUTH 185 FEET AND LESS THE EAST 30 FEET FOR COUNTY ROAD, AND LESS THE ADJACENT PORTION OF RIGHT-OF-WAY PARCEL NO. 027 FOR STIRLING ROAD, RECORDED IN OFFICIAL RECORDS BOOK 9140, PAGE 170, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

PARCEL 2:
THE WEST 100 FEET OF THE EAST 130 FEET OF THE SOUTH 185 FEET OF BLOCK "C", "GEORGE M. PHIPPENS SUBDIVISION", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; LESS THEREFROM THE ADJACENT PORTION OF RIGHT-OF-WAY PARCEL NO. 027 FOR STIRLING ROAD, RECORDED IN OFFICIAL RECORDS BOOK 9140, PAGE 170, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

EXHIBIT "D"

JSF TRACT LEGAL DESCRIPTION

PARCEL "A" AS SHOWN ON THAT PLAT ENTITLED "STIRLING HILL" AND RECORDED IN PLAT BOOK 183, PAGE 207 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SECTION 34, TOWNSHIP 50 SOUTH, RANGE 42 EAST, BEING IN THE CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA, AND CONTAINING 59,990 SQUARE FEET (1.3772 ACRES)

EXHIBIT "E"

AGREEMENT OF RECIPROCAL, NON-EXCLUSIVE EASEMENTS, COVENANTS AND RESTRICTIONS

This Instrument Prepared By and
Record and Return to:
John M. Catalano, Esq.
Siegfried, Rivera, Hyman, Lerner,
De La Torre, Mars & Sobel, P.A.
201 Alhambra Circle, Eleventh Floor
Coral Gables, FL 33134

AGREEMENT OF RECIPROCAL, NON-EXCLUSIVE EASEMENTS, COVENANTS AND RESTRICTIONS

THIS AGREEMENT OF RECIPROCAL, NON-EXCLUSIVE EASEMENTS, COVENANTS AND RESTRICTIONS (this "**Agreement**") is made as of this 21 day of August 2018, by **JSF STIRLING ROAD EX, LLC**, a South Carolina limited liability company ("**JSF**"), having offices at c/o Johnson Development Associates, Inc., 100 Dunbar Street, Suite 400, Spartanburg, S.C. 29306, and **STIRLING SQUARE LLC**, a Florida limited liability company (the "**Developer**"), having offices at 2860 W. State Road 84, #118, Dania Beach, FL 33312.

RECITALS:

A. JSF is the owner of a certain parcel of land situate, lying and being in Broward County, Florida, and being more particularly described on **Exhibit A** attached hereto and made a part hereof (the "**JSF Tract**"), which is located adjacent to the Developer Tract (hereinafter defined).

B. The Developer is the owner of a certain parcel of land situate, lying and being in Broward County, Florida, and being more particularly described on **Exhibit B** attached hereto and made a part hereof (the "**Developer Tract**"), which is located adjacent to the JSF Tract (as defined below).

C. A master stormwater drainage system (which includes, without limitation: all water distribution structures such as exfiltration trenches and deep water injection wells; underground or in-ground pipes, lines or related apparatus) has been or will be installed within the Tracts the (collectively, the "**Drainage System**"), pursuant to that Joint Development Agreement made by and between JSF and the Developer and dated on our about the date hereof (as the same may be amended and modified, from time to time, the "**Joint Development Agreement**").

D. A critical access driveway allowing for ingress and egress to and from Stirling Road across the Developer Tract to the JSF Tract will be constructed on the Developer Tract (the "**Critical Access Drive**") pursuant to the Joint Development Agreement, as more particularly depicted on **Exhibit C** attached hereto and made a part hereof.

E. In connection with the Drainage System, the Critical Access Drive and other aspects of the development of the JSF Tract and the Developer Tract, the Developer and JSF agree on the matters set forth hereinbelow.

NOW, THEREFORE, in consideration of TEN DOLLARS and 00/100 ($10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties intending to be legally bound, agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are true, correct and incorporated herein by reference.

2. Definitions. For purposes hereof:

(a) The term "**Common Areas**" means: (a) the Critical Access Drive, including the traffic control devices located within the Critical Access Drive; (b) portions of the Drainage System (as hereinafter defined) located under the Critical Access Drive; and (c) the common utility lines serving the Development and located under the Critical Access Drive.

(b) The term "**Development**" means the retail and commercial shopping center comprised of the Tracts and commonly known as Stirling Square Shopping Center.

(c) The term "**Owner**" or "**Owners**" means the owner of the JSF Tract (as to the JSF Tract) and the owner of the Developer Tract (as to the Developer Tract) and any and all successors or assigns of such persons as the owner or owners of fee simple title to all or any portion of the real property covered hereby, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such real property.

(d) The term "**Permittees**" means the tenant(s) or occupant(s) of a Tract, and the respective employees, agents, contractors, customers, invitees and licensees of (i) the Owner of such Tract, and/or (ii) such tenant(s) or occupant(s).

(e) The term "**Sanitary Sewer Facilities**" means those facilities constructed pursuant to the sanitary sewer plan (the "**Sanitary Sewer Plan**").

(f) The term "**Tenant**" means a commercial or retail tenant that leases all or a portion of a Tract during the term of such tenant's lease of such Tract (the "**Tenant Lease**"). The term "**Tenants**" shall mean each Tenant collectively.

(g) The term "**Tract**" or "**Tracts**" means each separately identified tract of real property now constituting a part of the real property subjected to this Agreement as described on **Exhibit A** and **Exhibit B** attached hereto; that is, the JSF Tract, the Developer Tract, and any future subdivisions thereof.

3. Grant of Reciprocal Easements. Subject to any express conditions, limitations or reservations contained herein, JSF and the Developer each hereby agree that the Tracts, and all Owners and Permittees of the Tracts, shall be benefited and burdened by the following

easements which are hereby imposed upon the Tracts and all present and future Owner's and Permittees of the Tracts, and in the event of the subdivision of a Tract, such easements that burden the resulting portion of the subdivided Tract shall be deemed to benefit the other resulting portion of the subdivided Tract:

(a) Access Easement; Parking. Each Owner hereby establishes and reserves for itself and its Permittees, including without limitation each other Owner and their Permittees, for the benefit of all the Tracts, a perpetual, non-exclusive easement over, through and across the parking areas, road ways and walkways, including, without limitation, the Critical Access Drive for vehicular and pedestrian access, ingress and egress to each Tract and to publicly dedicated roadways; provided, however, that the foregoing access easement does not grant construction access. No Owner, or their respective Permittees shall be permitted to use the Tract of another Owner for vehicular parking or for any other purpose except as specifically set forth in this Agreement. Each Owner hereby covenants and agrees to maintain sufficient parking on its Tract for its designated use in accordance with applicable code. Each Owner covenants and agrees that, to the extent allowed by law, such Owner will use commercially reasonable efforts to prevent parking on such Owner's Tract from being used for rallies, demonstrations, protests, picketing or handbilling to protest, publicize or allege improprieties regarding the acts, policies or operating practices of any business operating within the Tracts.

(b) Utility Easements:

(1) JSF hereby grants to the Developer for the benefit of the Developer Tract a perpetual, non-exclusive easement for the discharge of storm water from the Developer Tract into the Drainage System to be located on or under the JSF Tract, and the Developer hereby grants the following perpetual, non-exclusive easements for the discharge of storm water from the JSF Tract into the Drainage System to be located on or under the Developer Tract;

(2) In addition to the easements granted in Section 3(b), JSF grants to the Developer, for the benefit of the Developer Tract; and the Developer grants to JSF for the benefit of the JSF Tract, an easement under and across its Tract (a Tract burdened by an easement is referred to herein as a "**Burdened Tract**"), for the installation, maintenance, repair, replacement and use of water mains, storm drains, sewers, water sprinkler system lines, telephone or electrical conduits or systems, cable, gas mains and other utility facilities (the "**Utilities**"), necessary for the orderly development and operation of the other Tract (a Tract benefitting from an easement is referred to herein as a "**Benefitted Tract**"); provided that (i) the rights granted pursuant to the Utilities Easement shall at all times be exercised in such a manner as not to interfere with the normal operation of the Burdened Tract and the businesses conducted therein, and (ii) the exact location of any Utilities shall be subject to the approval of the Owner of the Burdened Tract (the "**Approvals**"), which approval shall not be unreasonably withheld, conditioned, or delayed, and (iii) except in an emergency, the right of any Owner to enter upon the Tract of another Owner for the exercise of any right pursuant to the Utilities Easement shall be conditioned upon providing reasonable prior advance written notice to the other Owner as to the time and manner of entry. The Owner of the Burdened Tract shall deliver their Approvals to the Owner of the Benefitted Tract in recordable form, provided that the Developer shall be responsible for all costs of preparing and recording all such Approvals in connection with the

initial installation of the Utilities, and in the event of any relocation of any Utility, the Owner of the Benefitted Tract shall be responsible for all costs of preparing and recording such Approvals. Such Approvals shall not be binding upon a successor in title to the Burdened Tract unless they were recorded in the County Records before such successor acquired title to the Burdened Tract. Notwithstanding the foregoing, the failure to record any Approval showing the exact location of the Utilities shall have no impact whatsoever on the effectiveness of the Utilities Easement granted herein. All such systems, structures, mains, sewers, conduits, lines and other public utilities shall be installed and maintained below the ground level or surface of the Tract (except for such parts thereof that cannot and are not intended to be placed below the surface, such as transformers and control panels, which shall be placed in such location as approved by the Owner of the Burdened Tract).

4. Sanitary Sewage Easement in Benefitting the Developer Tract. JSF hereby grants to the Developer, for the benefit of the Developer Tract, a perpetual, non-exclusive easement for the discharge of sanitary sewage from the Developer Tract through the Sanitary Sewer Facilities located under the JSF Tract.

5. Utility Easement Covenants. The easements described in Section 3(b) and Section 4 of this Agreement are hereinafter individually referred to as a "**Utility Easement**" collectively, as to the "**Utility Easements**". Without limiting anything contained in the referenced Sections, the following additional terms and provisions apply to the Utility Easements:

(a) No building or other similar structure shall be constructed within the Utility Easement area, provided, however, that the Owner of the Burdened Tract reserves the right to improve and to use the Utility Easement area by, without limitation, installing curbs, gutters, pavement, and landscaping within such easement area, provided that such improvements and such use do not materially, adversely affect the use of such Utility Easement; and

(b) The Owner of the Benefitted Tract shall make a commercially reasonable effort to minimize interference with the use and occupancy of the Burdened Tract, and shall promptly restore and repair any damage that it causes to the Burdened Tract arising out of its exercise of any of its rights or duties herein described.

6. Temporary the Developer Construction Easements.

(a) Construction Easement Benefitting the Developer. JSF hereby grants to the Developer a temporary, non-exclusive construction access, ingress, egress and staging easement (collectively the "**Developer Construction Easement**") exclusively for the foregoing purposes, including the installation and maintenance of a shared construction access drive at the sole cost and expense of the Developer (the "**Construction Access**"), and right of entry on, over and across the JSF Tract for the purposes of completing the Required Shared Infrastructure Work (as such term is defined in that Joint Development Agreement; provided that any staging easement is granted solely with respect to the staging on the JSF Tract for that portion of the Required Shared Infrastructure Work that is to located on the JSF Tract. The Developer Construction Easement shall extend to the invitees, licensees, agents and contractors of the

Developer, along with each its respective agents and employees. The Developer Construction Easement shall be subject to the following terms and conditions:

(1) The Developer shall use commercially reasonable efforts to minimize obstruction of vehicular traffic to the JSF Tract during the Developer's use of the Developer Construction Easement.

(2) The Developer Construction Easement shall terminate automatically and the easement rights herein shall be of no further force and effect upon the date that the Required Shared Infrastructure Work is complete (the "**Developer Construction Easement Term**").

(3) For the avoidance of doubt, the termination of the Developer Construction Easement Term shall not terminate any other easement specifically granted under this Agreement or any other instrument, or the rights and obligations associated with such other easement, whether or not such easements lie within the bounds of the Developer Construction Easement.

(4) the Developer's use of the Developer Construction Easement shall be conducted in accordance with all applicable laws, rules, codes and regulations, and in a commercially reasonable manner so as not to impose or incur any lien or penalty for nonpayment upon the JSF Tract. Any such liens or penalties shall be discharged within ten (10) days after receipt of notice of such matters.

(5) Any liens, fines, code violations, or penalties imposed upon JSF or JSF's Tract as a result of the Developer's use of the Developer Construction Easement shall be the sole responsibility of the Developer and the Developer shall immediately reimburse, defend and hold JSF and its successors and assigns harmless with respect to the same.

(b) Construction Easement Benefitting JSF. the Developer hereby grants to JSF a temporary, non-exclusive construction access, ingress, egress and staging easement (collectively the "**JSF Construction Easement**") exclusively for the foregoing purposes, and right of entry on, over and across that portion of the Construction Access located on the Developer Tract for the purposes of completing construction of the building to be located on the JSF Tract. The JSF Construction Easement shall extend to the invitees, licensees, agents and contractors of JSF, along with each its respective agents and employees. The JSF Construction Easement shall be subject to the following terms and conditions:

(1) JSF shall use commercially reasonable efforts to minimize obstruction of vehicular traffic to the Developer Tract during JSF's use of the JSF Construction Easement; provided further, that JSF shall not utilize the JSF Construction Easement in any fashion that would materially inhibit or prevent the Developer from constructing improvements on the Developer Tract or the offsite improvements required by applicable governmental authorities to serve the Development.

(2) The JSF Construction Easement shall terminate automatically and the easement rights herein shall be of no further force and effect upon such date that a certificate of occupancy is issued for the building constructed on the JSF Tract is complete (the "**JSF Construction Easement Term**").

(3) For the avoidance of doubt, the termination of the JSF Construction Easement Term shall not terminate any other easement specifically granted under this Agreement or any other instrument, or the rights and obligations associated with such other easement, whether or not such easements lie within the bounds of the JSF Construction Easement.

(4) JSF's use of the JSF Construction Easement shall be conducted in accordance with all applicable laws, rules, codes and regulations, and in a commercially reasonable manner so as not to impose or incur any lien or penalty for nonpayment upon the JSF Tract. Any such liens or penalties shall be discharged within ten (10) days after receipt of notice of such matters.

(5) Any liens, fines, code violations, or penalties imposed upon the Developer or the Developer's Tract as a result of JSF's use of the JSF Construction Easement shall be the sole responsibility of JSF and JSF shall immediately reimburse, defend and hold the Developer and its successors and assigns harmless with respect to the same.

7. Signage Easement. the Developer hereby establishes and reserves for the benefit of the JSF Tract, an exclusive easement to erect, install and maintain a monument sign on the Developer Tract, including the electrical or utility lines necessary for lighting of the sign, in the signage area location shown on **Exhibit C** (collectively, the "**JSF Sign**"), together with an easement over the Developer Tract for the purposes of constructing, maintaining and/or replacing the JSF Sign; provided that the JSF Sign shall be designed and constructed by the Owner of the JSF Tract in a good and workmanlike manner, in accordance with applicable law, and in a fashion that is reasonably compatible with the aesthetics of the Development. In addition, the Developer hereby establishes and reserves for the benefit of the Owner or Tenant of the JSF Tract a panel (the "**JSF Panel**") on the pylon sign to be erected by the Developer on the Developer Parcel (the "**the Developer Pylon**"). The size and location of the JSF Panel on the Developer Pylon shall be substantially similar to the depiction and measurements provided in **Exhibit D**, attached hereto and incorporated herein. The cost of production and installation of the JSF Sign and the JSF Panel shall be borne solely by JSF. The JSF Sign and the JSF Panel may be used solely for the purpose of displaying the name and/or logo of the Tenant or occupant of the JSF Tract, and for no other purpose.

8. CAM Assessments. The Developer shall be responsible for the maintenance, operation, repair, reconstruction and replacement of the Common Areas, including, without limitation, the Critical Access Drive. The costs of maintenance, operation, repair, reconstruction and replacement of the Common Areas ("**CAM Costs**") shall be assessed by the Developer to the Developer Tract and the JSF Tract based on an annual budget (the "**CAM Assessment**"). The CAM Assessment shall be allocable as follows: ten percent (10%) to the JSF Tract and ninety percent (90%) to the Developer Tract. The budget may include reasonable reserves for

expenses that do not recur each year. The Developer shall also have the right in its reasonable discretion to supplement the budget to provide for additional assessments reasonably determined and fairly applied in the event that the CAM Costs exceed the annual budget, which may be included in any CAM Assessment on a pro-rata basis as set forth above. Developer shall be reimbursed by JSF for the CAM Assessments payable by JSF in accordance with provisions hereof. In the event Developer subdivides the Developer Tract as contemplated under Section 20(b) hereof, Developer, in its sole discretion, may reallocate to such portion of the Developer Tract so subdivided, sold or transferred, a pro-rata portion of the ninety percent (90%) of the CAM Assessment, which reallocation shall be evidenced by an amendment or modification prepared and recorded in accordance with Section 20(b).

9. Restrictions.

(a) Height. No building constructed on the Developer Tract shall exceed thirty (30) feet in height. No building constructed on the JSF Tract shall exceed fifty-eight (58) feet in height. Height shall be as measured from the building slab. Incidental architectural embellishments and peaks shall not be considered in connection with determining compliance with said height restriction. Any rooftop equipment constructed on the buildings shall be screened so as not to be visible from the mean finished elevation of the parking area.

(b) Critical Access Drive. No Owner, Tenant or occupant of any Tract may erect or permit the erection of any curbing, fencing, or other barriers or obstructions on the Critical Access Drive or the entrances to the Tracts or any Tract that would prevent or substantially interfere with the ingress and egress or pedestrian and automotive traffic flow over, between and among the Tracts; provided, however, that this provision shall not be construed as prohibiting installation of landscaping, lighting, curb, traffic islands, and the making of similar improvements as long as such ingress and egress is not prevented or substantially interfered with. Further, in no event shall the Developer close, or otherwise deny access to the Tracts from Stirling Road during the hours of operation of any business on JSF's Tract; provided however, that the Owner of the Developer Tract may temporarily prohibit use of the Critical Access Drive during periods of construction or maintenance of the Critical Access Drive or the Drainage System or Sanitary Sewage System located under the Critical Access Drive, following five (5) days' advanced written notice to the Owner of the JSF Tract, provided that Developer shall use commercially reasonable efforts to minimize the amount of time that the Critical Access Drive is closed and the impact of such closure on the Owner of the JSF Tract. Nothing in this Agreement shall constitute a dedication of any portion of the Critical Access Drive to the public.

(c) Exclusive Use. So long as the building on the JSF Tract is continually being used and operated as a Class A, self-storage facility with a minimum of 125,000 gross square feet of constructed area available for rental to individual, self-storage customers, then no building on the Developer Tract shall be used or operated as a self-storage facility for the primary business purpose of providing individual storage units for lease to the general public.

(d) Hazardous Materials. Neither an Owner, nor its Permittees shall discharge any oils, petroleum products, or hazardous materials or wastes into the Stormwater Facilities or the Sanitary Sewage Facilities, and shall indemnify, defend and hold harmless every other

Owner and their respective Permittees, principals, shareholders, members, partners, officers, directors, employees, contractors and agents, harmless from and against any and all liability, damages, causes of action, suits, claims, fines, penalties judgments, awards, expenses and costs (including but not limited to the reasonable fees and costs of attorneys and consultants, whether incurred before or at trial, at all appellate levels, in bankruptcy, and in any collection, dispute resolution or administrative proceeding) arising from or in any manner related to the discharge or alleged discharge of any oil, petroleum products, or hazardous wastes or substances into the Stormwater Facilities or the Sanitary Sewage Facilities for any reason whatsoever.

10. Indemnification. Each Owner having rights with respect to an easement granted hereunder (for purposes hereof, an "**Indemnitor**") shall indemnify and hold the Owner whose Tract is subject to the easement (for purposes hereof, an "**Indemnitee**") harmless from and against all claims, liabilities and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss, or damage of or to any person or property arising from the negligent, intentional or willful acts or omissions of the Indemnitor, its contractors, employees, agents, Permittees or others acting on behalf of such Indemnitor, or arising out of or relating to the use of any such easement by such Indemnitor, its contractors, employees, agents or Permittees or others acting on behalf of such Indemnitor, as provided for under common law, except to the extent of any such claims, liabilities and expenses (including reasonable attorneys' fees) arising from the negligent, intentional or willful acts or omissions of an Indemnitee.

11. Remedies and Enforcement.

(a) All Legal and Equitable Remedies Available. In the event of a breach or threatened breach by any Owner or its Permittees of any of the terms, covenants, restrictions or conditions hereof, the other Owner shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance.

(b) Self-Help. In addition to all other remedies available at law or in equity, upon the failure of a defaulting Owner to cure a breach of this Agreement within thirty (30) days following written notice thereof by an Owner (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, the defaulting Owner commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion), any Owner shall have the right to perform such obligation contained in this Agreement on behalf of such defaulting Owner and be reimbursed by such defaulting Owner upon demand for the reasonable costs thereof together with interest at the prime rate charged from time to time by Bank of America (its successors or assigns), plus two percent (2%) (not to exceed the maximum rate of interest allowed by law). Notwithstanding the foregoing, in the event of (i) an emergency, (ii) blockage or material impairment of any easement right, and/or (iii) the unauthorized parking of vehicles, the affected Owner may immediately cure the same and be reimbursed by the other Owner upon demand for the reasonable cost thereof together with interest at the prime rate, plus two percent (2%), as above described.

(c) Lien Rights. Any claim for reimbursement, including for CAM Assessments or interest as set forth herein, and all costs and expenses including reasonable

attorneys' fees awarded to any Owner in connection with the exercise of its rights set forth in Sections 11(a) and/or 11(b) above in enforcing any payment in any suit or proceeding under this Agreement shall be assessed against the defaulting Owner in favor of the prevailing party and shall constitute a lien (the "**Assessment Lien**") against the Tract of the defaulting Owner until paid, effective upon the recording of a notice of lien with respect thereto in the Official Records Book of Broward County, Florida, to the extent authorized by law; provided, however, that any such Assessment Lien shall be subject and subordinate to (i) liens for taxes and other public charges which by applicable law are expressly made superior, (ii) all liens recorded in the Official Records Book of Broward County, Florida prior to the date of recordation of said notice of lien, and (iii) all leases entered into, whether or not recorded, prior to the date of recordation of said notice of lien. All liens recorded subsequent to the recordation of the notice of lien described herein shall be junior and subordinate to the Assessment Lien. Upon the timely curing by the defaulting Owner of any default for which a notice of lien was recorded, the party recording same shall record an appropriate release of such notice of lien and Assessment Lien.

(d) Remedies Cumulative. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

(e) No Termination For Breach. Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any Owner to cancel, rescind, or otherwise terminate this Agreement. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any Tract made in good faith for value, but the easements, covenants, conditions and restrictions hereof shall be binding upon and effective against any Owner of such Tract covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

(f) Irreparable Harm. In the event of a violation or threat thereof of any of the provisions of this Agreement, each Owner agrees that such violation or threat thereof shall cause the non-defaulting Owner and/or its Permittees to suffer irreparable harm and such non-defaulting Owner and its Permittees shall have no adequate remedy at law. As a result, in the event of a violation or threat thereof of any of the provisions of this Agreement, the non-defaulting Owner, in addition to all remedies available at law or otherwise under this Agreement, shall be entitled to injunctive or other equitable relief to enjoin a violation or threat thereof of this Agreement.

12. Estoppels. Each Owner, within twenty (20) days after written request is received from the other Owner hereto, shall provide a written estoppel letter to the requesting Owner stating whether, to such Owner's knowledge: (a) this Agreement is in full force and effect and, if not, providing an explanation thereof; (b) a default has occurred by any party to this Agreement and, if so, providing an explanation thereof; (c) any event has occurred which with giving notice and/or an opportunity to cure, would cause a default to occur under this Agreement; and (d) this Agreement has been modified or amended and, if so, to provide a copy or description of such amendment. Failure of a Owner to timely provide such estoppel letter shall be deemed to be confirmation that this Agreement is unmodified and in full force and effect, with no default thereunder by the Owner requesting such estoppel.

13. Insurance. Throughout the term of this Agreement, each Owner shall procure and maintain general and/or comprehensive public liability and property damage insurance against claims for personal injury (including contractual liability arising under the indemnity contained in Section 10 above), death, or property damage occurring upon such Owner's Tract, with single limit coverage of not less than an aggregate of Two Million Dollars ($2,000,000.00) including umbrella coverage, if any.

14. Taxes and Assessments. Each Owner shall pay all taxes, assessments, or charges of any type levied or made by any governmental body or agency with respect to its Tract.

15. No Rights in Public; No Implied Easements. Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of a Tract.

16. No Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the real property described herein to the general public or for general public purposes whatsoever, it being the intention of the parties that this Agreement shall be strictly limited to and for the purposes herein expressed.

17. Notices. All notices, requests, demands or other communications hereunder shall be in writing and deemed given when received personally, to be sent via a nationally recognized overnight courier keeping receipts of delivery, service prepaid or billed to sender, by the U.S. mail, by registered or certified mail, return receipt requested, postage prepaid, or by e-mail (for copy only), addressed as follows:

If to the Developer

2860 W. State Road 84, #118
Dania Beach, FL 33312
Attn: Robert Shapiro
E-mail: rshapiro@mdpre.com

and

2860 W. State Road 84, #118
Dania Beach, FL 33312
Attn: Terrence Salzman
E-mail: tsalzman@salzmanrea.com

With a copy to:

Oscar R Rivera, Esq
Siegfried Rivera
8211 W Broward Boulevard, Suite 250
Plantation FL 33324
Fax: 954-465-2590
orivera@srhl-law.com

If to JSF:

Johnson Development Associates, Inc.
c/o JSF Management, LLC
100 Dunbar Street, Suite 400
Spartanburg, S.C. 29306
Attn: Rob Sucher
Telephone Number: (803) 727-0479
rsucher@johnsondevelopment.net

Attn: Renée J. Maxey, Esq.
Telephone Number: (864) 594-5745
rmaxey@johnsondevelopment.net

With a copy to:

Steven Querin, Esq.
220 North Church Street, Ste. 4
Post Office Drawer 5587 (29304)
Spartanburg, S.C. 29306
Telephone Number: (864) 582-8121
Fax Number: (864) 585-5328
squerin@jshwlaw.com

18. Duration. Unless otherwise canceled or terminated, all of the easements granted in this Agreement shall continue in perpetuity for ninety-nine (99) years from the date hereof, after which time they shall be extended automatically for successive periods of ten (10) years each, unless released in writing by the then owners of the tracts encumbered hereby.

19. Attorneys' Fees. In the event an Owner institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

20. Amendment.

(a) The parties agree that the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of all record Owners of the Tracts (and of each holder of a first in priority mortgage encumbering the Tracts or any portion thereof), evidenced by a document that has been fully executed and acknowledged by all such record Owners and recorded in the Official Records Book of Broward County, Florida.

(b) Notwithstanding anything contained in this Section 20 or elsewhere in this Agreement to the contrary, in the event that a modification or an amendment to this Agreement does not affect a particular Tract by further encumbering such Tract, by increasing the obligations arising out of such Tract or on the tenant of such Tract, or by decreasing the rights inuring to such Tract or the Tenant of such Tract, then this Agreement may be modified or

amended without the consent of the Owner or of the Tenant of such Tract and without the consent of the holder of any first in priority mortgage encumbering such Tract. Without limiting the generality of the foregoing, it is expected that the Developer Tract shall be subdivided from time to time, and that the Owners of the resulting Tracts, with the consent of their Tenants and the holder of any first priority mortgage encumbering the resulting Tracts, may modify and amend this Agreement to (i) revise the site plan to depict the resulting Tracts and/or to create rights and obligations between such resulting Tracts that do not affect the JSF Tract, including without limitation, a reallocation of the portion of the CAM Assessment for which Developer is responsible and/or (ii) to assign to a particular Tract within the Developer Tract some or all of the maintenance obligations and the reimbursement rights affecting the Developer Tract as described in this Agreement. The Owners of the resulting Tracts within the Developer Tract may so amend and modify this Agreement without the consent, approval or joinder of the Owner or the Tenant of the JSF Tract and without the consent of the holder of any first in priority mortgage encumbering the JSF Tract, provided that such modification or amendment does not further encumber the JSF Tract, increase the obligations of the JSF Tract or the Tenant of the JSF Tract, or decrease the rights of the JSF Tract or the Tenant of the JSF Tract.

21. Consents. Wherever in this Agreement the consent or approval of an Owner is required, unless otherwise expressly provided herein, such consent or approval shall not be unreasonably withheld or delayed. Any request for consent or approval shall: (a) be in writing; (b) specify the section hereof which requires that such notice be given or that such consent or approval be obtained; and (c) be accompanied by such background data as is reasonably necessary to make an informed decision thereon. The consent of an Owner under this Agreement to be effective must be given denied or conditioned expressly and in writing.

22. No Waiver. No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.

23. No Agency. Nothing in this Agreement shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.

24. Covenants to Run with Land. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

25. Grantee's Acceptance. The grantee of any Tract or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an original party or from a subsequent owner of such Tract, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions and obligations contained herein. By such acceptance, any such grantee shall for himself and his successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.

26. Separability. Each provision of this Agreement and the application thereof to the Tracts are hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement. In the event the validity or enforceability of any provision of this Agreement is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared. Ownership of both Tracts by the same person or entity shall not result in a merger or terminate this Agreement nor in any manner affect or impair the validity or enforceability of this Agreement.

27. Time of Essence. Time is of the essence of this Agreement.

28. Entire Agreement. This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

29. LIMITATION OF LIABILITY. IN NO EVENT SHALL ANY PARTY BE LIABLE TO ANY OTHER PARTY FOR ANY INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST INCOME, LOST REVENUES, BUSINESS INTERRUPTION, OR LOST BUSINESS ARISING FROM THIS AGREEMENT AND THE EASEMENTS GRANTED HEREIN, REGARDLESS OF WHETHER ANY PARTY SEEKS DAMAGES UNDER ANY THEORY OF LAW AND EVEN IF SUCH OWNER ADVISED THE OTHER PARTY OF THE POSSIBILITY OF SUCH DAMAGES. A PARTY MAY ONLY RECOVER ACTUAL DAMAGES. THIS PROVISION SHALL SURVIVE THE EXPIRATION OR EARLER TERMINATION OF THIS AGREEMENT FOR ANY REASON.

30. Governing Law; Venue. This Agreement will be interpreted and construed in accordance with the laws of the State of Florida without regard to conflicts of laws principals and any dispute with respect to it and the rights and duties thereby created will be litigated in the appropriate court in Broward County, Florida. The parties will not raise, and hereby waive, any defenses based on venue, inconvenience of forum, or lack of personal jurisdiction in any action or suit brought in accordance with this section. The parties hereby waive any right each of them may have to a trial by jury in any proceeding arising out of this Agreement or the subject matter hereof.

31. Bankruptcy. In the event of any bankruptcy affecting any Owner or occupant of any Tract, the parties agree that this Agreement shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not rejectable, in whole or in part, by the bankrupt person or entity.

[REMAINDER OF PAGE LEFT BLANK]

IN WITNESS WHEREOF, JSF and the Developer have caused this Agreement to be executed as of the day and year first above written.

JSF:

WITNESSES:

JSF STIRLING ROAD EX, LLC,
a South Carolina limited liability company

Printed Name: Daryl Moon

By: National Safe Harbor Exchanges,
a California corporation
Its Sole Member

Print Name: Khaleda Magee

By:
Name: Martin Karol
Its: Vice President

Dated: 8/20/18

STATE OF Illinois)
) SS:
COUNTY OF Cook)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by **Martin Karol** as Vice President of National Safe Harbor Exchanges, a California corporation, the Sole Member of JSF STIRLING ROAD EX, LLC, a South Carolina limited liability company. He is personally known to me ~~or has produced~~ _____ ~~as identification.~~

WITNESS my hand and official seal in the County and State last aforesaid this 20th day of August 2018.

Paula Podvin
Notary Public

Paula Podvin
Typed, printed or stamped name of Notary Public

My Commission Expires:
1-6-21

OFFICIAL SEAL
PAULA PODVIN
Notary Public - State of Illinois
My Commission Expires 1/06/2021

Developer:

WITNESSES:

STIRLING SQUARE, LLC,
a Florida limited liability company

By: **SALZMAN REAL ESTATE HOLDINGS, LLC,**
a Florida limited liability company
its Manager

By: _____
Name: Terry Salzman
Title: Manager

Signature of Witness
Lisa Duke
Printed Name of Witness

Signature of Witness
Krystal M. Rodriguez
Printed Name of Witness

By: _____
Name: Thekla Salzman
Title: Manager

Signature of Witness
Lisa Duke
Printed Name of Witness

Signature of Witness
Krystal M. Rodriguez
Printed Name of Witness

By: **JABBER STIRLING, LLC,**
a Florida limited liability company
Its Manager

By: _____
Name: Robert Shapiro
Title: Manager

Signature of Witness
Lisa Duke
Printed Name of Witness

Signature of Witness
Krystal M. Rodriguez
Printed Name of Witness

STATE OF FLORIDA)
) ss.:
COUNTY OF Broward)

The foregoing instrument was acknowledged before me this 27th day of June 2018, by Terry Salzman, as Manager of Salzman Real Estate Holdings, LLC, a Florida limited liability company, the Manager of Stirling Square LLC, a Florida limited liability company, on behalf of the company. He *[choose one]*: ☒ is personally known to me or ☐ produced _____ as identification, on behalf of the company.

KRYSTAL MICHELLE RODRIGUEZ
State of Florida-Notary Public
Commission # GG 205756
My Commission Expires
August 02, 2022

My commission expires: Aug 2, 2022

Signature of Notary Public

Krystal M. Rodriguez
Printed Name of Notary Public

STATE OF FLORIDA)
) ss.:
COUNTY OF Broward)

The foregoing instrument was acknowledged before me this 27th day of June 2018, by Thekla Salzman, as Manager of Salzman Real Estate Holdings, LLC, a Florida limited liability company, the Manager of Stirling Square LLC, a Florida limited liability company, on behalf of the company. She *[choose one]*: ☒ is personally known to me or ☐ produced _____ as identification, on behalf of the company.

KRYSTAL MICHELLE RODRIGUEZ
State of Florida-Notary Public
Commission # GG 205756
My Commission Expires
August 02, 2022

My commission expires: Aug 2, 2022

Signature of Notary Public

Krystal M. Rodriguez
Printed Name of Notary Public

STATE OF FLORIDA)
) ss.:
COUNTY OF Broward)

The foregoing instrument was acknowledged before me this 27th day of June 2018, by Robert Shapiro, as Manager of Jabber the Developer, LLC, a Florida limited liability company, the Manager of Stirling Square LLC, a Florida limited liability company, on behalf of the company. He *[choose one]*: ☒ is personally known to me or ☐ produced _____ as identification, on behalf of the company.

KRYSTAL MICHELLE RODRIGUEZ
State of Florida-Notary Public
Commission # GG 205756
My Commission Expires
August 02, 2022

My commission expires: Aug 2, 2022

Signature of Notary Public

Krystal M. Rodriguez
Printed Name of Notary Public

JOINDER BY MORTGAGEE

The undersigned hereby consents to the foregoing Agreement of Reciprocal, Non-Exclusive Easements, Covenants and Restrictions, as of the 29th day of June 2018.

JSRJ, INC., a Florida corporation

By: Jeanine L. Hill
Name: Jeanine Hill
Its: Vice-President

STATE OF Florida)

COUNTY OF Broward)

The foregoing instrument was acknowledged before me this 29th day of June 2018, by Jeanine Hill, as Vice-President of JSRJ, INC, a Florida corporation, on behalf of the corporation. She [choose one]: ☐ is personally known to me or ☒ produced DL# H400-432-56-926-0 as identification, on behalf of the company.

Signature of Notary Public

Aug 2, 2022 Krystal M. Rodriguez
My commission expires: Printed Name of Notary Public

KRYSTAL MICHELLE RODRIGUEZ
State of Florida-Notary Public
Commission # GG 205756
My Commission Expires
August 02, 2022

[EXHIBITS FOLLOW]

EXHIBIT A

JSF TRACT LEGAL DESCRIPTION

PARCEL "A" AS SHOWN ON THAT PLAT ENTITLED "STIRLING HILL" AND RECORDED IN PLAT BOOK 183, PAGE 207 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SECTION 34, TOWNSHIP 50 SOUTH, RANGE 42 EAST, BEING IN THE CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA, AND CONTAINING 59,990 SQUARE FEET (1.3772 ACRES)

EXHIBIT B

STIRLING TRACT LEGAL DESCRIPTION

Parcel 1:

All of Block "C", less the West 100 feet of the East 130 feet of the South 185 feet and less the East 30 feet for County Road and less right-of-way for Stirling Road, GEORGE M. PHIPPENS SUBDIVISION, according to the Plat thereof, recorded in Plat Book 2, Page 90, of the Public Records of Dade County, Florida, said land situate, lying and being in Broward County, Florida.

Parcel 2:

The West 100 feet of the East 130 feet of the South 185 feet of Block "C", less therefrom right-of-way for Stirling Road, GEORGE M. PHIPPENS SUBDIVISION, according to the Plat thereof, recorded in Plat Book 2, Page 90, of the Public Records of Dade County, Florida, said land situate, lying and being in Broward County, Florida.

EXHIBIT C

SITE PLAN

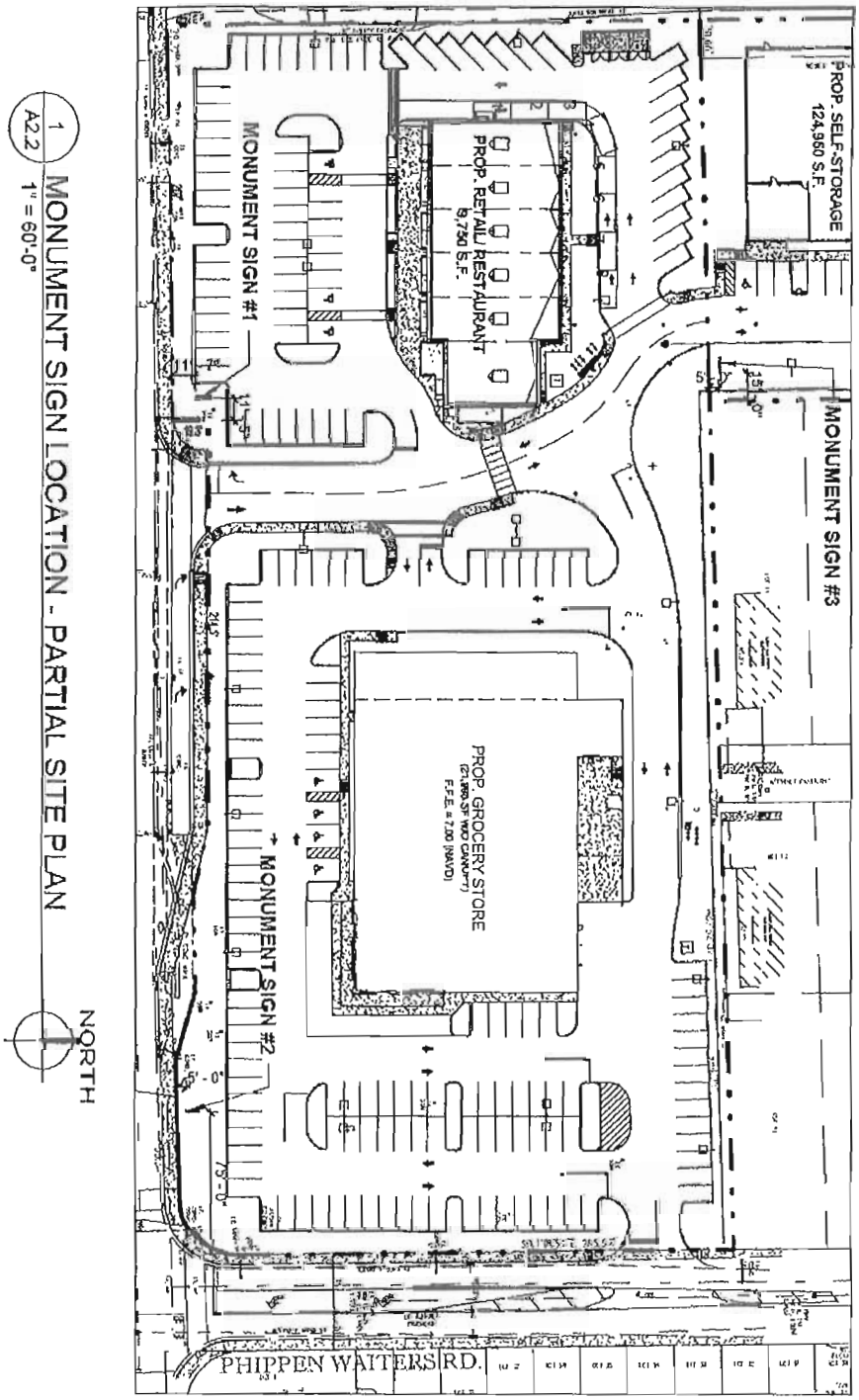
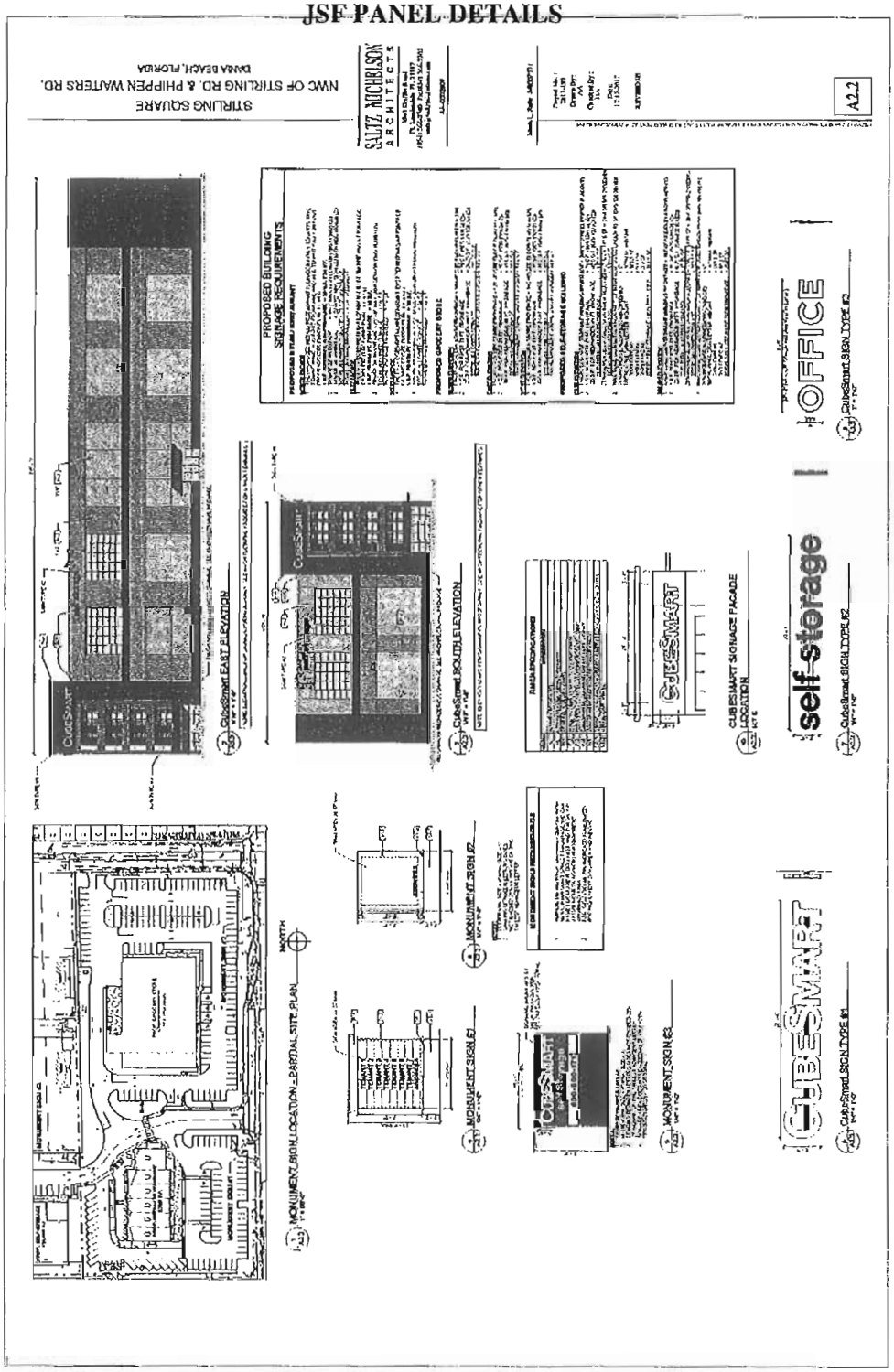


EXHIBIT D

JSF PANEL DETAILS



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

City of Dania Beach

100 W Dania Beach Blvd
Dania Beach, FL 33004
954-924-6800 x3401 FAX: 954-922-5619

Municipal Lien Search Request

RECEIVED MAR 22 2019 BY

$100.00 Fee per Lien Search, Processing Time 5 Business Days

ALL REQUESTS MUST BE ACCOMPANIED BY A CHECK WITH THE APPROPRIATE FEE FOR EACH INDIVIDUAL TAX FOLIO NUMBER. COMPLETED REQUESTS WILL BE RETURNED VIA FAX OR E-MAIL. PLEASE SEND A SELF ADDRESSED STAMPED ENVELOPE IF YOU WISH TO RECEIVE THE ORIGINAL COPY OF A SEARCH. UPDATES CAN BE PROVIDED BY FAX OR E-MAIL IF REQUESTED AT LEAST 24 HOURS BEFORE CLOSING.

PLEASE PROVIDE THE FOLLOWING INFORMATION:

DATE REQUESTED: March 22, 2019 FROM: Stirling Square, LLC

PHONE: 954-358-3920 Terry Salzman

FAX: 954-358-3919

EMAIL: krodriguez@salzmanrea.com

PROPERTY FOLIO #: 5042-34-05-0150

PROPERTY ADDRESS: 800 Stirling Road, Dania Beach, Florida 33004

SELLER'S NAME: Stirling Square, LLC

RECEIVED APR 3 0 2019 Development Department

CITY OF DANIA BEACH WILL COMPLETE THE FOLLOWING INFORMATION:

UTILITY ACCOUNT INFORMATION:

☐ THIS PROPERTY IS NOT SERVICED BY CITY OF DANIA BEACH WATER UTILITY. THE PROPERTY MAY BE SERVICED BY BROWARD COUNTY, THE CITY OF FORT LAUDERDALE OR THE CITY OF HOLLYWOOD.

☐ THIS PROPERTY IS SERVICED BY A MASTER WATER METER. PLEASE CONTACT THE ASSOCIATION FOR ADDITIONAL INFORMATION.

ACCT. #: 6001158-001 AMOUNT DUE: $ 865.04 DEPOSIT: $ 960.00 ACCOUNT CURRENT (Y O N ☒

ACCT. #: _____ AMOUNT DUE: $ _____ DEPOSIT: $ _____ ACCOUNT CURRENT (Y O N)

ACCT. #: _____ AMOUNT DUE: $ _____ DEPOSIT: $ _____ ACCOUNT CURRENT (Y O N)

ADDITIONAL INFORMATION: _____

OTHER BALANCES/ACCOUNTS DUE:

☐ CODE VIOLATION: CASE# _____ CONTACT CODE ENFORCEMENT @ 954-924-6810

☒ OPEN BUILDING PERMITS MAY EXIST ON THIS PROPERTY. CONTACT BUILDING & ZONING @ 954-924-6806 or 954-924-6800 x3633

☐ A BUSINESS TAX RECEIPT MAY BE REQUIRED FOR THIS PROPERTY. CONTACT THE BUSINESS TAX DIV. 954-924-6800 x3401

☐ OTHER AMOUNTS DUE/PENDING. _____

PROPERTY AS REFERENCED IS CLEAR OF LIENS PLACED BY THE CITY OF DANIA BEACH: (Y ☒ N)

☐ PLEASE SEE ATTACHED LIEN CALCULATION(S)

SPECIAL ASSESSMENTS ARE ON TAX BILLS FROM THE COUNTY.

DISCLAIMER OF LIABILITY: THE PERFORMANCE OF THE LIEN SEARCH BY THE CITY OF DANIA BEACH WILL NOT RELIEVE THE REQUESTING PARTY FROM THE RESPONSIBILITY OF SEARCHING THE PUBLIC RECORDS OF BROWARD COUNTY, FOR ANY AND ALL LIENS OR OTHER DOCUMENTS RECORDED BY THE CITY OF DANIA BEACH AGAINST THE PROPERTY AND/OR PROPERTY OWNER. THE FOREGOING INFORMATION IS BELIEVED TO BE RELIABLE, BUT IS NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS BY THE CITY OF DANIA BEACH. IN NO EVENT SHALL THE CITY OF DANIA BEACH BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, OF ANY KIND OF NATURE WHATSOEVER, ARISING OUT OF, OR IN CONNECTION WITH THE PROVISION OF THIS INFORMATION. THIS INFORMATION IS SUBJECT TO CHANGE WITHOUT NOTICE.

PREPARED BY: R. Icenhour DATE: 3/26/19

☐ E-MAILED ☒ FAXED ☐ MAILED

City of Dania Beach
100 W. Dania Beach Blvd.
Dania Beach, FL 33004

PAYMENT DATE
03/22/2019

COLLECTION STATION
City Hall Window 1

RECEIVED FROM
Stirling Square, LLC

DESCRIPTION
Terry Salzman

BATCH NO.
2019-06000515

RECEIPT NO.
2019-00026357

CASHIER
fincashier1

PAYMENT CODE	RECEIPT DESCRIPTION	TRANSACTION AMOUNT
LI	Lien Inquiry 5042-34-05-0150 800 Stirling Road	$100.00

Payments:

Type	Detail	Amount
Charge	Credit Card Type: V Credit Card Number: xxxx9320 Authorization Code: 02565g	$100.00

Total Amount: $100.00

Customer Copy

Instr# 115279965 , Page 1 21, Recorded 08/22/2018 at :02 PM
Broward County Commission
Mtg Doc Stamps: $0.00 Int Tax: $0.00

#7

RECEIVED
APR 3 0 2019
Planning Department

This Instrument Prepared By and
Record and Return to:
John M. Catalano, Esq.
Siegfried, Rivera, Hyman, Lerner,
De La Torre, Mars & Sobel, P.A.
201 Alhambra Circle, Eleventh Floor
Coral Gables, FL 33134

AGREEMENT OF RECIPROCAL, NON-EXCLUSIVE EASEMENTS, COVENANTS AND RESTRICTIONS

THIS AGREEMENT OF RECIPROCAL, NON-EXCLUSIVE EASEMENTS, COVENANTS AND RESTRICTIONS (this "**Agreement**") is made as of this 21 day of August 2018, by **JSF STIRLING ROAD EX, LLC**, a South Carolina limited liability company ("**JSF**"), having offices at c/o Johnson Development Associates, Inc., 100 Dunbar Street, Suite 400, Spartanburg, S.C. 29306, and **STIRLING SQUARE LLC**, a Florida limited liability company (the "**Developer**"), having offices at 2860 W. State Road 84, #118, Dania Beach, FL 33312.

RECITALS:

A. JSF is the owner of a certain parcel of land situate, lying and being in Broward County, Florida, and being more particularly described on **Exhibit A** attached hereto and made a part hereof (the "**JSF Tract**"), which is located adjacent to the Developer Tract (hereinafter defined).

B. The Developer is the owner of a certain parcel of land situate, lying and being in Broward County, Florida, and being more particularly described on **Exhibit B** attached hereto and made a part hereof (the "**Developer Tract**"), which is located adjacent to the JSF Tract (as defined below).

C. A master stormwater drainage system (which includes, without limitation: all water distribution structures such as exfiltration trenches and deep water injection wells; underground or in-ground pipes, lines or related apparatus) has been or will be installed within the Tracts the (collectively, the "**Drainage System**"), pursuant to that Joint Development Agreement made by and between JSF and the Developer and dated on our about the date hereof (as the same may be amended and modified, from time to time, the "**Joint Development Agreement**").

D. A critical access driveway allowing for ingress and egress to and from Stirling Road across the Developer Tract to the JSF Tract will be constructed on the Developer Tract (the "**Critical Access Drive**") pursuant to the Joint Development Agreement, as more particularly depicted on **Exhibit C** attached hereto and made a part hereof.

E. In connection with the Drainage System, the Critical Access Drive and other aspects of the development of the JSF Tract and the Developer Tract, the Developer and JSF agree on the matters set forth hereinbelow.

NOW, THEREFORE, in consideration of TEN DOLLARS and 00/100 ($10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties intending to be legally bound, agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are true, correct and incorporated herein by reference.

2. Definitions. For purposes hereof:

(a) The term "**Common Areas**" means: (a) the Critical Access Drive, including the traffic control devices located within the Critical Access Drive; (b) portions of the Drainage System (as hereinafter defined) located under the Critical Access Drive; and (c) the common utility lines serving the Development and located under the Critical Access Drive.

(b) The term "**Development**" means the retail and commercial shopping center comprised of the Tracts and commonly known as Stirling Square Shopping Center.

(c) The term "**Owner**" or "**Owners**" means the owner of the JSF Tract (as to the JSF Tract) and the owner of the Developer Tract (as to the Developer Tract) and any and all successors or assigns of such persons as the owner or owners of fee simple title to all or any portion of the real property covered hereby, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such real property.

(d) The term "**Permittees**" means the tenant(s) or occupant(s) of a Tract, and the respective employees, agents, contractors, customers, invitees and licensees of (i) the Owner of such Tract, and/or (ii) such tenant(s) or occupant(s).

(e) The term "**Sanitary Sewer Facilities**" means those facilities constructed pursuant to the sanitary sewer plan (the "**Sanitary Sewer Plan**").

(f) The term "**Tenant**" means a commercial or retail tenant that leases all or a portion of a Tract during the term of such tenant's lease of such Tract (the "**Tenant Lease**"). The term "**Tenants**" shall mean each Tenant collectively.

(g) The term "**Tract**" or "**Tracts**" means each separately identified tract of real property now constituting a part of the real property subjected to this Agreement as described on **Exhibit A** and **Exhibit B** attached hereto; that is, the JSF Tract, the Developer Tract, and any future subdivisions thereof.

3. Grant of Reciprocal Easements. Subject to any express conditions, limitations or reservations contained herein, JSF and the Developer each hereby agree that the Tracts, and all Owners and Permittees of the Tracts, shall be benefited and burdened by the following

easements which are hereby imposed upon the Tracts and all present and future Owner's and Permittees of the Tracts, and in the event of the subdivision of a Tract, such easements that burden the resulting portion of the subdivided Tract shall be deemed to benefit the other resulting portion of the subdivided Tract:

(a) Access Easement; Parking. Each Owner hereby establishes and reserves for itself and its Permittees, including without limitation each other Owner and their Permittees, for the benefit of all the Tracts, a perpetual, non-exclusive easement over, through and across the parking areas, road ways and walkways, including, without limitation, the Critical Access Drive for vehicular and pedestrian access, ingress and egress to each Tract and to publicly dedicated roadways; provided, however, that the foregoing access easement does not grant construction access. No Owner, or their respective Permittees shall be permitted to use the Tract of another Owner for vehicular parking or for any other purpose except as specifically set forth in this Agreement. Each Owner hereby covenants and agrees to maintain sufficient parking on its Tract for its designated use in accordance with applicable code. Each Owner covenants and agrees that, to the extent allowed by law, such Owner will use commercially reasonable efforts to prevent parking on such Owner's Tract from being used for rallies, demonstrations, protests, picketing or handbilling to protest, publicize or allege improprieties regarding the acts, policies or operating practices of any business operating within the Tracts.

(b) Utility Easements:

(1) JSF hereby grants to the Developer for the benefit of the Developer Tract a perpetual, non-exclusive easement for the discharge of storm water from the Developer Tract into the Drainage System to be located on or under the JSF Tract, and the Developer hereby grants the following perpetual, non-exclusive easements for the discharge of storm water from the JSF Tract into the Drainage System to be located on or under the Developer Tract;

(2) In addition to the easements granted in Section 3(b), JSF grants to the Developer, for the benefit of the Developer Tract; and the Developer grants to JSF for the benefit of the JSF Tract, an easement under and across its Tract (a Tract burdened by an easement is referred to herein as a "**Burdened Tract**"), for the installation, maintenance, repair, replacement and use of water mains, storm drains, sewers, water sprinkler system lines, telephone or electrical conduits or systems, cable, gas mains and other utility facilities (the "**Utilities**"), necessary for the orderly development and operation of the other Tract (a Tract benefitting from an easement is referred to herein as a "**Benefitted Tract**"); provided that (i) the rights granted pursuant to the Utilities Easement shall at all times be exercised in such a manner as not to interfere with the normal operation of the Burdened Tract and the businesses conducted therein, and (ii) the exact location of any Utilities shall be subject to the approval of the Owner of the Burdened Tract (the "**Approvals**"), which approval shall not be unreasonably withheld, conditioned, or delayed, and (iii) except in an emergency, the right of any Owner to enter upon the Tract of another Owner for the exercise of any right pursuant to the Utilities Easement shall be conditioned upon providing reasonable prior advance written notice to the other Owner as to the time and manner of entry. The Owner of the Burdened Tract shall deliver their Approvals to the Owner of the Benefitted Tract in recordable form, provided that the Developer shall be responsible for all costs of preparing and recording all such Approvals in connection with the

initial installation of the Utilities, and in the event of any relocation of any Utility, the Owner of the Benefitted Tract shall be responsible for all costs of preparing and recording such Approvals. Such Approvals shall not be binding upon a successor in title to the Burdened Tract unless they were recorded in the County Records before such successor acquired title to the Burdened Tract. Notwithstanding the foregoing, the failure to record any Approval showing the exact location of the Utilities shall have no impact whatsoever on the effectiveness of the Utilities Easement granted herein. All such systems, structures, mains, sewers, conduits, lines and other public utilities shall be installed and maintained below the ground level or surface of the Tract (except for such parts thereof that cannot and are not intended to be placed below the surface, such as transformers and control panels, which shall be placed in such location as approved by the Owner of the Burdened Tract).

4. Sanitary Sewage Easement in Benefitting the Developer Tract. JSF hereby grants to the Developer, for the benefit of the Developer Tract, a perpetual, non-exclusive easement for the discharge of sanitary sewage from the Developer Tract through the Sanitary Sewer Facilities located under the JSF Tract.

5. Utility Easement Covenants. The easements described in Section 3(b) and Section 4 of this Agreement are hereinafter individually referred to as a "**Utility Easement**" collectively, as to the "**Utility Easements**". Without limiting anything contained in the referenced Sections, the following additional terms and provisions apply to the Utility Easements:

(a) No building or other similar structure shall be constructed within the Utility Easement area, provided, however, that the Owner of the Burdened Tract reserves the right to improve and to use the Utility Easement area by, without limitation, installing curbs, gutters, pavement, and landscaping within such easement area, provided that such improvements and such use do not materially, adversely affect the use of such Utility Easement; and

(b) The Owner of the Benefitted Tract shall make a commercially reasonable effort to minimize interference with the use and occupancy of the Burdened Tract, and shall promptly restore and repair any damage that it causes to the Burdened Tract arising out of its exercise of any of its rights or duties herein described.

6. Temporary the Developer Construction Easements.

(a) Construction Easement Benefitting the Developer. JSF hereby grants to the Developer a temporary, non-exclusive construction access, ingress, egress and staging easement (collectively the "**Developer Construction Easement**") exclusively for the foregoing purposes, including the installation and maintenance of a shared construction access drive at the sole cost and expense of the Developer (the "**Construction Access**"), and right of entry on, over and across the JSF Tract for the purposes of completing the Required Shared Infrastructure Work (as such term is defined in that Joint Development Agreement; provided that any staging easement is granted solely with respect to the staging on the JSF Tract for that portion of the Required Shared Infrastructure Work that is to located on the JSF Tract. The Developer Construction Easement shall extend to the invitees, licensees, agents and contractors of the

Developer, along with each its respective agents and employees. The Developer Construction Easement shall be subject to the following terms and conditions:

(1) The Developer shall use commercially reasonable efforts to minimize obstruction of vehicular traffic to the JSF Tract during the Developer's use of the Developer Construction Easement.

(2) The Developer Construction Easement shall terminate automatically and the easement rights herein shall be of no further force and effect upon the date that the Required Shared Infrastructure Work is complete (the "**Developer Construction Easement Term**").

(3) For the avoidance of doubt, the termination of the Developer Construction Easement Term shall not terminate any other easement specifically granted under this Agreement or any other instrument, or the rights and obligations associated with such other easement, whether or not such easements lie within the bounds of the Developer Construction Easement.

(4) the Developer's use of the Developer Construction Easement shall be conducted in accordance with all applicable laws, rules, codes and regulations, and in a commercially reasonable manner so as not to impose or incur any lien or penalty for nonpayment upon the JSF Tract. Any such liens or penalties shall be discharged within ten (10) days after receipt of notice of such matters.

(5) Any liens, fines, code violations, or penalties imposed upon JSF or JSF's Tract as a result of the Developer's use of the Developer Construction Easement shall be the sole responsibility of the Developer and the Developer shall immediately reimburse, defend and hold JSF and its successors and assigns harmless with respect to the same.

(b) Construction Easement Benefitting JSF. the Developer hereby grants to JSF a temporary, non-exclusive construction access, ingress, egress and staging easement (collectively the "**JSF Construction Easement**") exclusively for the foregoing purposes, and right of entry on, over and across that portion of the Construction Access located on the Developer Tract for the purposes of completing construction of the building to be located on the JSF Tract. The JSF Construction Easement shall extend to the invitees, licensees, agents and contractors of JSF, along with each its respective agents and employees. The JSF Construction Easement shall be subject to the following terms and conditions:

(1) JSF shall use commercially reasonable efforts to minimize obstruction of vehicular traffic to the Developer Tract during JSF's use of the JSF Construction Easement; provided further, that JSF shall not utilize the JSF Construction Easement in any fashion that would materially inhibit or prevent the Developer from constructing improvements on the Developer Tract or the offsite improvements required by applicable governmental authorities to serve the Development.

(2) The JSF Construction Easement shall terminate automatically and the easement rights herein shall be of no further force and effect upon such date that a certificate of occupancy is issued for the building constructed on the JSF Tract is complete (the "**JSF Construction Easement Term**").

(3) For the avoidance of doubt, the termination of the JSF Construction Easement Term shall not terminate any other easement specifically granted under this Agreement or any other instrument, or the rights and obligations associated with such other easement, whether or not such easements lie within the bounds of the JSF Construction Easement.

(4) JSF's use of the JSF Construction Easement shall be conducted in accordance with all applicable laws, rules, codes and regulations, and in a commercially reasonable manner so as not to impose or incur any lien or penalty for nonpayment upon the JSF Tract. Any such liens or penalties shall be discharged within ten (10) days after receipt of notice of such matters.

(5) Any liens, fines, code violations, or penalties imposed upon the Developer or the Developer's Tract as a result of JSF's use of the JSF Construction Easement shall be the sole responsibility of JSF and JSF shall immediately reimburse, defend and hold the Developer and its successors and assigns harmless with respect to the same.

7. Signage Easement. the Developer hereby establishes and reserves for the benefit of the JSF Tract, an exclusive easement to erect, install and maintain a monument sign on the Developer Tract, including the electrical or utility lines necessary for lighting of the sign, in the signage area location shown on **Exhibit C** (collectively, the "**JSF Sign**"), together with an easement over the Developer Tract for the purposes of constructing, maintaining and/or replacing the JSF Sign; provided that the JSF Sign shall be designed and constructed by the Owner of the JSF Tract in a good and workmanlike manner, in accordance with applicable law, and in a fashion that is reasonably compatible with the aesthetics of the Development. In addition, the Developer hereby establishes and reserves for the benefit of the Owner or Tenant of the JSF Tract a panel (the "**JSF Panel**") on the pylon sign to be erected by the Developer on the Developer Parcel (the "**the Developer Pylon**"). The size and location of the JSF Panel on the Developer Pylon shall be substantially similar to the depiction and measurements provided in **Exhibit D**, attached hereto and incorporated herein. The cost of production and installation of the JSF Sign and the JSF Panel shall be borne solely by JSF. The JSF Sign and the JSF Panel may be used solely for the purpose of displaying the name and/or logo of the Tenant or occupant of the JSF Tract, and for no other purpose.

8. CAM Assessments. The Developer shall be responsible for the maintenance, operation, repair, reconstruction and replacement of the Common Areas, including, without limitation, the Critical Access Drive. The costs of maintenance, operation, repair, reconstruction and replacement of the Common Areas ("**CAM Costs**") shall be assessed by the Developer to the Developer Tract and the JSF Tract based on an annual budget (the "**CAM Assessment**"). The CAM Assessment shall be allocable as follows: ten percent (10%) to the JSF Tract and ninety percent (90%) to the Developer Tract. The budget may include reasonable reserves for

expenses that do not recur each year. The Developer shall also have the right in its reasonable discretion to supplement the budget to provide for additional assessments reasonably determined and fairly applied in the event that the CAM Costs exceed the annual budget, which may be included in any CAM Assessment on a pro-rata basis as set forth above. Developer shall be reimbursed by JSF for the CAM Assessments payable by JSF in accordance with provisions hereof. In the event Developer subdivides the Developer Tract as contemplated under Section 20(b) hereof, Developer, in its sole discretion, may reallocate to such portion of the Developer Tract so subdivided, sold or transferred, a pro-rata portion of the ninety percent (90%) of the CAM Assessment, which reallocation shall be evidenced by an amendment or modification prepared and recorded in accordance with Section 20(b).

9. Restrictions.

(a) Height. No building constructed on the Developer Tract shall exceed thirty (30) feet in height. No building constructed on the JSF Tract shall exceed fifty-eight (58) feet in height. Height shall be as measured from the building slab. Incidental architectural embellishments and peaks shall not be considered in connection with determining compliance with said height restriction. Any rooftop equipment constructed on the buildings shall be screened so as not to be visible from the mean finished elevation of the parking area.

(b) Critical Access Drive. No Owner, Tenant or occupant of any Tract may erect or permit the erection of any curbing, fencing, or other barriers or obstructions on the Critical Access Drive or the entrances to the Tracts or any Tract that would prevent or substantially interfere with the ingress and egress or pedestrian and automotive traffic flow over, between and among the Tracts; provided, however, that this provision shall not be construed as prohibiting installation of landscaping, lighting, curb, traffic islands, and the making of similar improvements as long as such ingress and egress is not prevented or substantially interfered with. Further, in no event shall the Developer close, or otherwise deny access to the Tracts from Stirling Road during the hours of operation of any business on JSF's Tract; provided however, that the Owner of the Developer Tract may temporarily prohibit use of the Critical Access Drive during periods of construction or maintenance of the Critical Access Drive or the Drainage System or Sanitary Sewage System located under the Critical Access Drive, following five (5) days' advanced written notice to the Owner of the JSF Tract, provided that Developer shall use commercially reasonable efforts to minimize the amount of time that the Critical Access Drive is closed and the impact of such closure on the Owner of the JSF Tract. Nothing in this Agreement shall constitute a dedication of any portion of the Critical Access Drive to the public.

(c) Exclusive Use. So long as the building on the JSF Tract is continually being used and operated as a Class A, self-storage facility with a minimum of 125,000 gross square feet of constructed area available for rental to individual, self-storage customers, then no building on the Developer Tract shall be used or operated as a self-storage facility for the primary business purpose of providing individual storage units for lease to the general public.

(d) Hazardous Materials. Neither an Owner, nor its Permittees shall discharge any oils, petroleum products, or hazardous materials or wastes into the Stormwater Facilities or the Sanitary Sewage Facilities, and shall indemnify, defend and hold harmless every other

Owner and their respective Permittees, principals, shareholders, members, partners, officers, directors, employees, contractors and agents, harmless from and against any and all liability, damages, causes of action, suits, claims, fines, penalties judgments, awards, expenses and costs (including but not limited to the reasonable fees and costs of attorneys and consultants, whether incurred before or at trial, at all appellate levels, in bankruptcy, and in any collection, dispute resolution or administrative proceeding) arising from or in any manner related to the discharge or alleged discharge of any oil, petroleum products, or hazardous wastes or substances into the Stormwater Facilities or the Sanitary Sewage Facilities for any reason whatsoever.

10. Indemnification. Each Owner having rights with respect to an easement granted hereunder (for purposes hereof, an "**Indemnitor**") shall indemnify and hold the Owner whose Tract is subject to the easement (for purposes hereof, an "**Indemnitee**") harmless from and against all claims, liabilities and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss, or damage of or to any person or property arising from the negligent, intentional or willful acts or omissions of the Indemnitor, its contractors, employees, agents, Permittees or others acting on behalf of such Indemnitor, or arising out of or relating to the use of any such easement by such Indemnitor, its contractors, employees, agents or Permittees or others acting on behalf of such Indemnitor, as provided for under common law, except to the extent of any such claims, liabilities and expenses (including reasonable attorneys' fees) arising from the negligent, intentional or willful acts or omissions of an Indemnitee.

11. Remedies and Enforcement.

(a) All Legal and Equitable Remedies Available. In the event of a breach or threatened breach by any Owner or its Permittees of any of the terms, covenants, restrictions or conditions hereof, the other Owner shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance.

(b) Self-Help. In addition to all other remedies available at law or in equity, upon the failure of a defaulting Owner to cure a breach of this Agreement within thirty (30) days following written notice thereof by an Owner (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, the defaulting Owner commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion), any Owner shall have the right to perform such obligation contained in this Agreement on behalf of such defaulting Owner and be reimbursed by such defaulting Owner upon demand for the reasonable costs thereof together with interest at the prime rate charged from time to time by Bank of America (its successors or assigns), plus two percent (2%) (not to exceed the maximum rate of interest allowed by law). Notwithstanding the foregoing, in the event of (i) an emergency, (ii) blockage or material impairment of any easement right, and/or (iii) the unauthorized parking of vehicles, the affected Owner may immediately cure the same and be reimbursed by the other Owner upon demand for the reasonable cost thereof together with interest at the prime rate, plus two percent (2%), as above described.

(c) Lien Rights. Any claim for reimbursement, including for CAM Assessments or interest as set forth herein, and all costs and expenses including reasonable

attorneys' fees awarded to any Owner in connection with the exercise of its rights set forth in Sections 11(a) and/or 11(b) above in enforcing any payment in any suit or proceeding under this Agreement shall be assessed against the defaulting Owner in favor of the prevailing party and shall constitute a lien (the "**Assessment Lien**") against the Tract of the defaulting Owner until paid, effective upon the recording of a notice of lien with respect thereto in the Official Records Book of Broward County, Florida, to the extent authorized by law; provided, however, that any such Assessment Lien shall be subject and subordinate to (i) liens for taxes and other public charges which by applicable law are expressly made superior, (ii) all liens recorded in the Official Records Book of Broward County, Florida prior to the date of recordation of said notice of lien, and (iii) all leases entered into, whether or not recorded, prior to the date of recordation of said notice of lien. All liens recorded subsequent to the recordation of the notice of lien described herein shall be junior and subordinate to the Assessment Lien. Upon the timely curing by the defaulting Owner of any default for which a notice of lien was recorded, the party recording same shall record an appropriate release of such notice of lien and Assessment Lien.

(d) Remedies Cumulative. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

(e) No Termination For Breach. Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any Owner to cancel, rescind, or otherwise terminate this Agreement. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any Tract made in good faith for value, but the easements, covenants, conditions and restrictions hereof shall be binding upon and effective against any Owner of such Tract covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

(f) Irreparable Harm. In the event of a violation or threat thereof of any of the provisions of this Agreement, each Owner agrees that such violation or threat thereof shall cause the non-defaulting Owner and/or its Permittees to suffer irreparable harm and such non-defaulting Owner and its Permittees shall have no adequate remedy at law. As a result, in the event of a violation or threat thereof of any of the provisions of this Agreement, the non-defaulting Owner, in addition to all remedies available at law or otherwise under this Agreement, shall be entitled to injunctive or other equitable relief to enjoin a violation or threat thereof of this Agreement.

12. Estoppels. Each Owner, within twenty (20) days after written request is received from the other Owner hereto, shall provide a written estoppel letter to the requesting Owner stating whether, to such Owner's knowledge: (a) this Agreement is in full force and effect and, if not, providing an explanation thereof; (b) a default has occurred by any party to this Agreement and, if so, providing an explanation thereof; (c) any event has occurred which with giving notice and/or an opportunity to cure, would cause a default to occur under this Agreement; and (d) this Agreement has been modified or amended and, if so, to provide a copy or description of such amendment. Failure of a Owner to timely provide such estoppel letter shall be deemed to be confirmation that this Agreement is unmodified and in full force and effect, with no default thereunder by the Owner requesting such estoppel.

13. Insurance. Throughout the term of this Agreement, each Owner shall procure and maintain general and/or comprehensive public liability and property damage insurance against claims for personal injury (including contractual liability arising under the indemnity contained in Section 10 above), death, or property damage occurring upon such Owner's Tract, with single limit coverage of not less than an aggregate of Two Million Dollars ($2,000,000.00) including umbrella coverage, if any.

14. Taxes and Assessments. Each Owner shall pay all taxes, assessments, or charges of any type levied or made by any governmental body or agency with respect to its Tract.

15. No Rights in Public; No Implied Easements. Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of a Tract.

16. No Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the real property described herein to the general public or for general public purposes whatsoever, it being the intention of the parties that this Agreement shall be strictly limited to and for the purposes herein expressed.

17. Notices. All notices, requests, demands or other communications hereunder shall be in writing and deemed given when received personally, to be sent via a nationally recognized overnight courier keeping receipts of delivery, service prepaid or billed to sender, by the U.S. mail, by registered or certified mail, return receipt requested, postage prepaid, or by e-mail (for copy only), addressed as follows:

If to the Developer

2860 W. State Road 84, #118
Dania Beach, FL 33312
Attn: Robert Shapiro
E-mail: rshapiro@mdpre.com

and

2860 W. State Road 84, #118
Dania Beach, FL 33312
Attn: Terrence Salzman
E-mail: tsalzman@salzmanrea.com

With a copy to:

Oscar R Rivera, Esq
Siegfried Rivera
8211 W Broward Boulevard, Suite 250
Plantation FL 33324
Fax: 954-465-2590
orivera@srhl-law.com

If to JSF:

Johnson Development Associates, Inc.
c/o JSF Management, LLC
100 Dunbar Street, Suite 400
Spartanburg, S.C. 29306
Attn: Rob Sucher
Telephone Number: (803) 727-0479
rsucher@johnsondevelopment.net

Attn: Renée J. Maxey, Esq.
Telephone Number: (864) 594-5745
rmaxey@johnsondevelopment.net

With a copy to:

Steven Querin, Esq.
220 North Church Street, Ste. 4
Post Office Drawer 5587 (29304)
Spartanburg, S.C. 29306
Telephone Number: (864) 582-8121
Fax Number: (864) 585-5328
squerin@jshwlaw.com

18. Duration. Unless otherwise canceled or terminated, all of the easements granted in this Agreement shall continue in perpetuity for ninety-nine (99) years from the date hereof, after which time they shall be extended automatically for successive periods of ten (10) years each, unless released in writing by the then owners of the tracts encumbered hereby.

19. Attorneys' Fees. In the event an Owner institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

20. Amendment.

(a) The parties agree that the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of all record Owners of the Tracts (and of each holder of a first in priority mortgage encumbering the Tracts or any portion thereof), evidenced by a document that has been fully executed and acknowledged by all such record Owners and recorded in the Official Records Book of Broward County, Florida.

(b) Notwithstanding anything contained in this Section 20 or elsewhere in this Agreement to the contrary, in the event that a modification or an amendment to this Agreement does not affect a particular Tract by further encumbering such Tract, by increasing the obligations arising out of such Tract or on the tenant of such Tract, or by decreasing the rights inuring to such Tract or the Tenant of such Tract, then this Agreement may be modified or

amended without the consent of the Owner or of the Tenant of such Tract and without the consent of the holder of any first in priority mortgage encumbering such Tract. Without limiting the generality of the foregoing, it is expected that the Developer Tract shall be subdivided from time to time, and that the Owners of the resulting Tracts, with the consent of their Tenants and the holder of any first priority mortgage encumbering the resulting Tracts, may modify and amend this Agreement to (i) revise the site plan to depict the resulting Tracts and/or to create rights and obligations between such resulting Tracts that do not affect the JSF Tract, including without limitation, a reallocation of the portion of the CAM Assessment for which Developer is responsible and/or (ii) to assign to a particular Tract within the Developer Tract some or all of the maintenance obligations and the reimbursement rights affecting the Developer Tract as described in this Agreement. The Owners of the resulting Tracts within the Developer Tract may so amend and modify this Agreement without the consent, approval or joinder of the Owner or the Tenant of the JSF Tract and without the consent of the holder of any first in priority mortgage encumbering the JSF Tract, provided that such modification or amendment does not further encumber the JSF Tract, increase the obligations of the JSF Tract or the Tenant of the JSF Tract, or decrease the rights of the JSF Tract or the Tenant of the JSF Tract.

21. Consents. Wherever in this Agreement the consent or approval of an Owner is required, unless otherwise expressly provided herein, such consent or approval shall not be unreasonably withheld or delayed. Any request for consent or approval shall: (a) be in writing; (b) specify the section hereof which requires that such notice be given or that such consent or approval be obtained; and (c) be accompanied by such background data as is reasonably necessary to make an informed decision thereon. The consent of an Owner under this Agreement to be effective must be given denied or conditioned expressly and in writing.

22. No Waiver. No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.

23. No Agency. Nothing in this Agreement shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.

24. Covenants to Run with Land. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

25. Grantee's Acceptance. The grantee of any Tract or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an original party or from a subsequent owner of such Tract, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions and obligations contained herein. By such acceptance, any such grantee shall for himself and his successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.

26. Separability. Each provision of this Agreement and the application thereof to the Tracts are hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement. In the event the validity or enforceability of any provision of this Agreement is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared. Ownership of both Tracts by the same person or entity shall not result in a merger or terminate this Agreement nor in any manner affect or impair the validity or enforceability of this Agreement.

27. Time of Essence. Time is of the essence of this Agreement.

28. Entire Agreement. This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

29. LIMITATION OF LIABILITY. IN NO EVENT SHALL ANY PARTY BE LIABLE TO ANY OTHER PARTY FOR ANY INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST INCOME, LOST REVENUES, BUSINESS INTERRUPTION, OR LOST BUSINESS ARISING FROM THIS AGREEMENT AND THE EASEMENTS GRANTED HEREIN, REGARDLESS OF WHETHER ANY PARTY SEEKS DAMAGES UNDER ANY THEORY OF LAW AND EVEN IF SUCH OWNER ADVISED THE OTHER PARTY OF THE POSSIBILITY OF SUCH DAMAGES. A PARTY MAY ONLY RECOVER ACTUAL DAMAGES. THIS PROVISION SHALL SURVIVE THE EXPIRATION OR EARLER TERMINATION OF THIS AGREEMENT FOR ANY REASON.

30. Governing Law; Venue. This Agreement will be interpreted and construed in accordance with the laws of the State of Florida without regard to conflicts of laws principals and any dispute with respect to it and the rights and duties thereby created will be litigated in the appropriate court in Broward County, Florida. The parties will not raise, and hereby waive, any defenses based on venue, inconvenience of forum, or lack of personal jurisdiction in any action or suit brought in accordance with this section. The parties hereby waive any right each of them may have to a trial by jury in any proceeding arising out of this Agreement or the subject matter hereof.

31. Bankruptcy. In the event of any bankruptcy affecting any Owner or occupant of any Tract, the parties agree that this Agreement shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not rejectable, in whole or in part, by the bankrupt person or entity.

[REMAINDER OF PAGE LEFT BLANK]

IN WITNESS WHEREOF, JSF and the Developer have caused this Agreement to be executed as of the day and year first above written.

JSF:

WITNESSES:

JSF STIRLING ROAD EX, LLC,
a South Carolina limited liability company

Printed Name: Daryl Moon

By: National Safe Harbor Exchanges,
a California corporation
Its Sole Member

Print Name: Khaleta Hagee

By:
Name: Martin Karol
Its: Vice President

Dated: 8/20/18

STATE OF Illinois)
) SS:
COUNTY OF Cook)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by **Martin Karol** as Vice President of National Safe Harbor Exchanges, a California corporation, the Sole Member of JSF STIRLING ROAD EX, LLC, a South Carolina limited liability company. He is personally known to me ~~or has produced~~ _____ ~~as identification.~~

WITNESS my hand and official seal in the County and State last aforesaid this 20th day of August 2018.

Paula Podvin
Notary Public

Paula Podvin
Typed, printed or stamped name of Notary Public

My Commission Expires:
1-6-21

OFFICIAL SEAL
PAULA PODVIN
Notary Public - State of Illinois
My Commission Expires 1/06/2021

Developer:

WITNESSES:

STIRLING SQUARE, LLC,
a Florida limited liability company

By: **SALZMAN REAL ESTATE HOLDINGS, LLC,**
a Florida limited liability company
its Manager

By: _____
Name: Terry Salzman
Title: Manager

Signature of Witness
Lisa Duke
Printed Name of Witness

Signature of Witness
Krystal m. Rodriguez
Printed Name of Witness

By: _____
Name: Thekla Salzman
Title: Manager

Signature of Witness
Lisa Duke
Printed Name of Witness

Signature of Witness
Krystal m. Rodriguez
Printed Name of Witness

By: **JABBER STIRLING, LLC,**
a Florida limited liability company
Its Manager

By: _____
Name: Robert Shapiro
Title: Manager

Signature of Witness
Lisa Duke
Printed Name of Witness

Signature of Witness
Krystal m. Rodriguez
Printed Name of Witness

STATE OF FLORIDA)
) ss.:
COUNTY OF Broward)

The foregoing instrument was acknowledged before me this 27th day of June 2018, by Terry Salzman, as Manager of Salzman Real Estate Holdings, LLC, a Florida limited liability company, the Manager of Stirling Square LLC, a Florida limited liability company, on behalf of the company. He *[choose one]*: ☒ is personally known to me or ☐ produced _____ as identification, on behalf of the company.

KRYSTAL MICHELLE RODRIGUEZ
State of Florida-Notary Public
Commission # GG 205756
My Commission Expires
August 02, 2022

My commission expires: Aug 2, 2022

Signature of Notary Public
Krystal M. Rodriguez
Printed Name of Notary Public

STATE OF FLORIDA)
) ss.:
COUNTY OF Broward)

The foregoing instrument was acknowledged before me this 27th day of June 2018, by Thekla Salzman, as Manager of Salzman Real Estate Holdings, LLC, a Florida limited liability company, the Manager of Stirling Square LLC, a Florida limited liability company, on behalf of the company. She *[choose one]*: ☒ is personally known to me or ☐ produced _____ as identification, on behalf of the company.

KRYSTAL MICHELLE RODRIGUEZ
State of Florida-Notary Public
Commission # GG 205756
My Commission Expires
August 02, 2022

My commission expires: Aug 2, 2022

Signature of Notary Public
Krystal M. Rodriguez
Printed Name of Notary Public

STATE OF FLORIDA)
) ss.:
COUNTY OF Broward)

The foregoing instrument was acknowledged before me this 27th day of June 2018, by Robert Shapiro, as Manager of Jabber the Developer, LLC, a Florida limited liability company, the Manager of Stirling Square LLC, a Florida limited liability company, on behalf of the company. He *[choose one]*: ☒ is personally known to me or ☐ produced _____ as identification, on behalf of the company.

KRYSTAL MICHELLE RODRIGUEZ
State of Florida-Notary Public
Commission # GG 205756
My Commission Expires
August 02, 2022

My commission expires: Aug 2, 2022

Signature of Notary Public
Krystal M. Rodriguez
Printed Name of Notary Public

JOINDER BY MORTGAGEE

The undersigned hereby consents to the foregoing Agreement of Reciprocal, Non-Exclusive Easements, Covenants and Restrictions, as of the 29th day of June 2018.

JSRJ, INC., a Florida corporation

By: Jeanine L. Hill
Name: Jeanine Hill
Its: Vice-President

STATE OF Florida)

COUNTY OF Broward)

The foregoing instrument was acknowledged before me this 29th day of June 2018, by Jeanine Hill, as Vice-President of JSRJ, INC, a Florida corporation, on behalf of the corporation. She [choose one]: ☐ is personally known to me or ☒ produced DL# H400-432-56-926-0 as identification, on behalf of the company.

Krystal M. Rodriguez
Signature of Notary Public

Aug 2, 2022 Krystal M. Rodriguez
My commission expires: Printed Name of Notary Public

KRYSTAL MICHELLE RODRIGUEZ
State of Florida-Notary Public
Commission # GG 205756
My Commission Expires
August 02, 2022

[EXHIBITS FOLLOW]

EXHIBIT A

JSF TRACT LEGAL DESCRIPTION

PARCEL "A" AS SHOWN ON THAT PLAT ENTITLED "STIRLING HILL" AND RECORDED IN PLAT BOOK 183, PAGE 207 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SECTION 34, TOWNSHIP 50 SOUTH, RANGE 42 EAST, BEING IN THE CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA, AND CONTAINING 59,990 SQUARE FEET (1.3772 ACRES)

EXHIBIT B

STIRLING TRACT LEGAL DESCRIPTION

Parcel 1:

All of Block "C", less the West 100 feet of the East 130 feet of the South 185 feet and less the East 30 feet for County Road and less right-of-way for Stirling Road, GEORGE M. PHIPPENS SUBDIVISION, according to the Plat thereof, recorded in Plat Book 2, Page 90, of the Public Records of Dade County, Florida, said land situate, lying and being in Broward County, Florida.

Parcel 2:

The West 100 feet of the East 130 feet of the South 185 feet of Block "C", less therefrom right-of-way for Stirling Road, GEORGE M. PHIPPENS SUBDIVISION, according to the Plat thereof, recorded in Plat Book 2, Page 90, of the Public Records of Dade County, Florida, said land situate, lying and being in Broward County, Florida.

EXHIBIT C

SITE PLAN

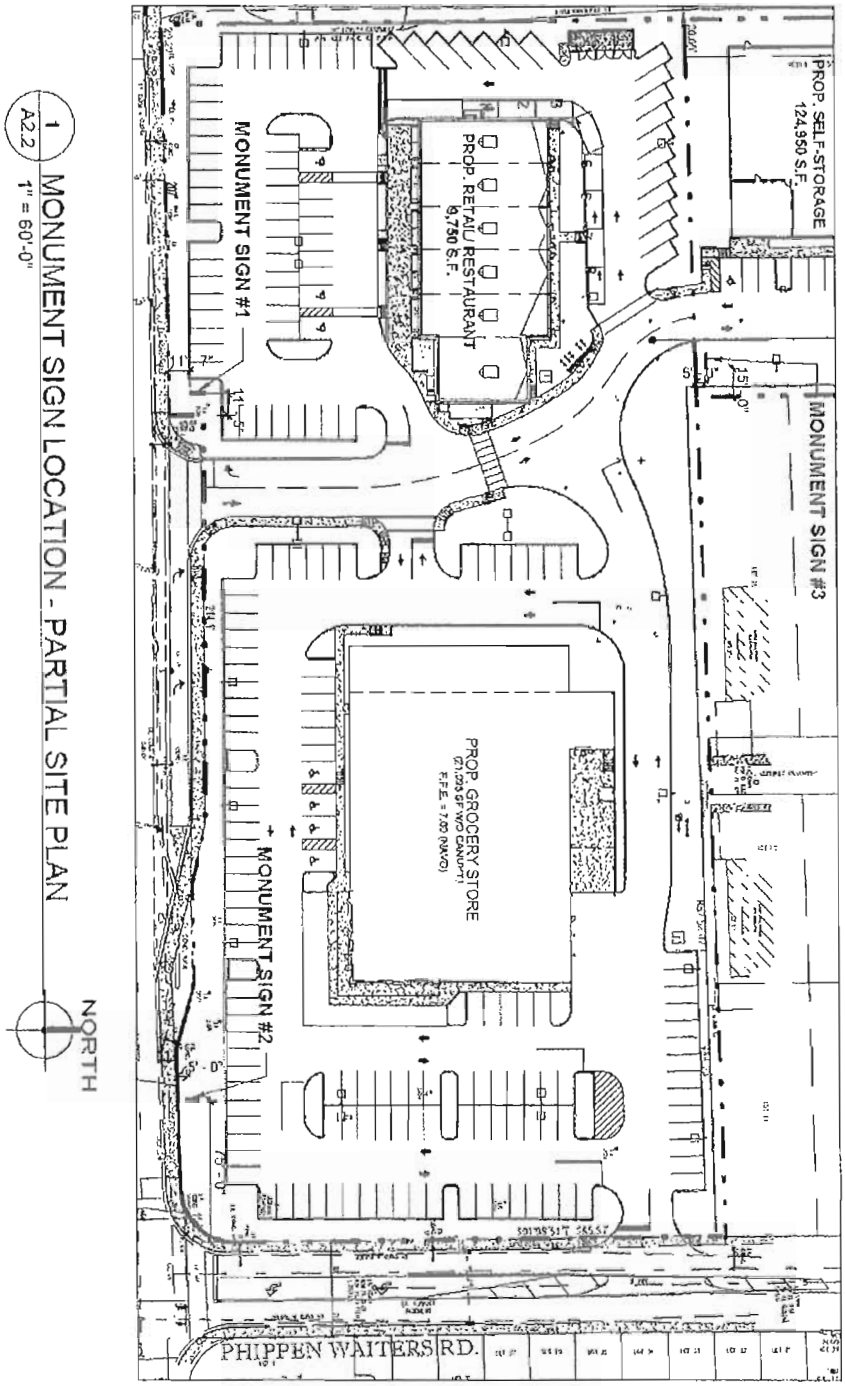
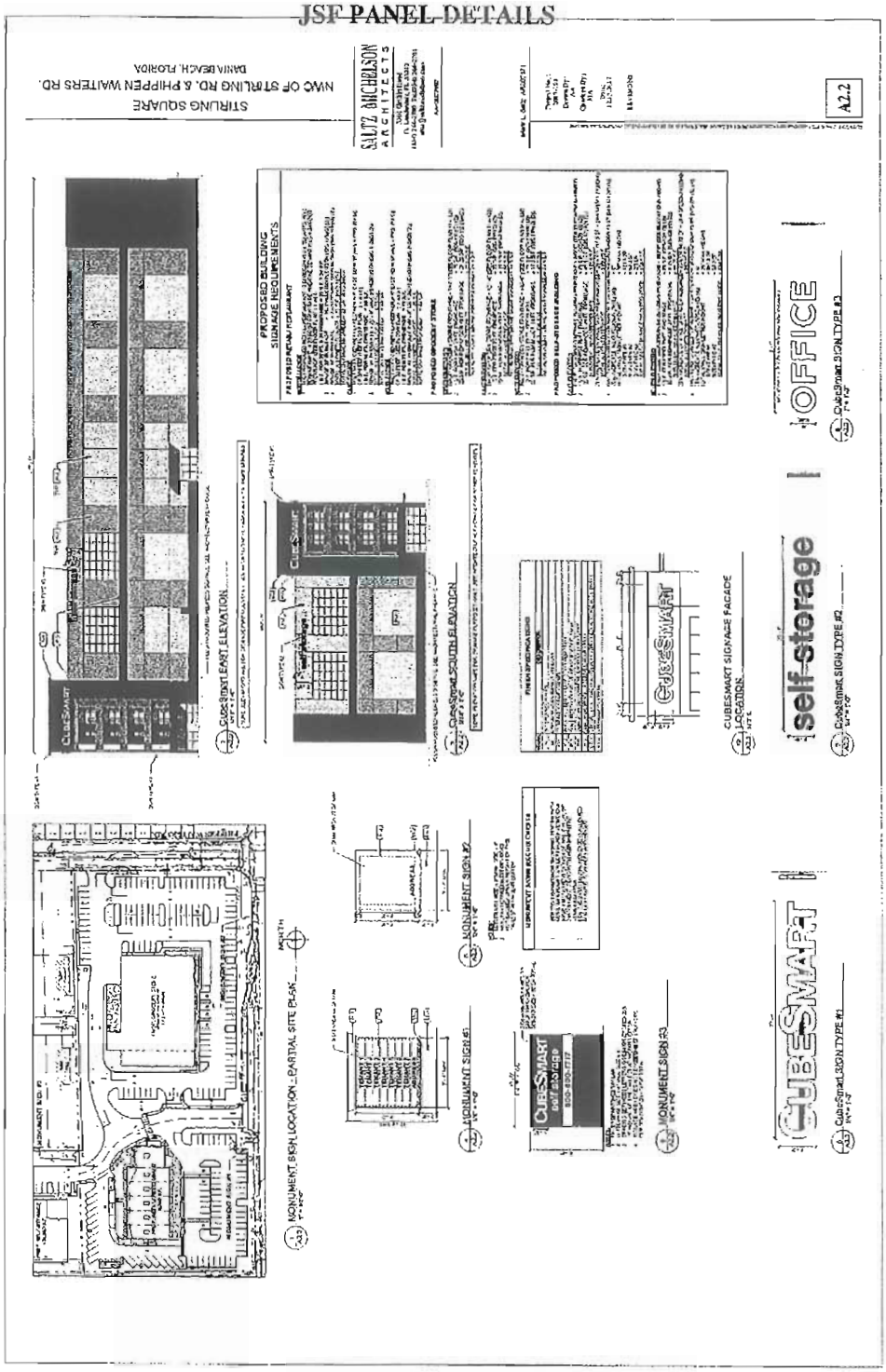


EXHIBIT D

JSF PANEL DETAILS



#7

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Planning
Department

Prepared by and Return to:
Oscar R. Rivera, Esq
Siegfried, Rivera, Hyman, Lerner,
De La Torre, Mars & Sobel, P.A.
8211 West Broward Blvd., Suite 250
Plantation, FL 33324

Parcel ID No. 5042-34-05-0150 / 5042-34-05-0160

DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

THIS DECLARATION is made as of the 27th day of June 2018, by **STIRLING SQUARE LLC**, a Florida limited liability company, whose mailing address is 2860 West State Road 84, Suite 118, Dania Beach, Florida, 33312 ("**Developer**").

WITNESSETH:

A. Developer is the owner of real property located in Broward County, Florida, as depicted as more particularly described in **Exhibit A** attached hereto (the "**Property**").

B. It is contemplated that the Property will be developed as a mixed use commercial development comprised of various commercial retail uses, including, without limitation a self-storage facility, with a shared access road and certain common areas and improvements for the benefit of the Owners (hereinafter defined) and Tenants (hereinafter defined) of the Property from time to time made subject to the terms of this Declaration; and

C. Developer may sell or lease portions of the Property in the future and desires that the Property be subject to the covenants, conditions, restrictions and easements hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises, easements, covenants, conditions, restrictions, and encumbrances contained herein, Developer hereby declares that the Property shall be owned, leased, transferred, conveyed, demised, used, occupied and improved subject to the covenants, conditions, restrictions and easements in this Declaration, all of which shall run with the Property and which shall be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns.

1. Definitions.

1.1 "**Building Areas**" shall mean those buildings within the Property "**Building Areas**", as depicted on **Exhibit A-1** attached hereto.

1.2 "**Common Areas**" shall mean the following: (a) the Critical Access Drive (as hereinafter defined), including the traffic control devices located within the Critical Access Drive; (b) portions of the Drainage System (as hereinafter defined) located under the Critical Access Drive; and (c) the common utility lines serving the Property and located under the Critical Access Drive.

1.3 "**Critical Access Drive**" shall mean the entrance driveway into the Property off of Stirling Road and the main driveway across the Tracts, excluding parking drive lanes, as depicted and labeled in **Exhibit A-1** attached hereto.

1.4 "**Developer Tract**" shall mean, collectively, the "**Retail Tract**" (hereinafter defined) and the "**Grocery Tract**" (hereinafter defined).

1.5 Intentionally Omitted.

1.6 "**Drainage System**" shall mean a series of structures and pipes that shall collect the surface water and storm water emanating from the Tracts. Any portion of the Drainage System that is located within a Tract and serves only that Tract shall not be considered Common Areas. The Drainage System shall be constructed so as to maximize the useful area of all of the Tracts and not unduly burden any Tract.

1.7 "**Maintenance**" shall mean the exercise of reasonable care and repair to keep the Common Areas located within the Property in good repair and condition.

1.8 "**Owner**" or "**Owners**" shall mean the record Owner of an interest in one or more of the Tracts, but excluding parties having an interest merely as security for the performance of an obligation.

1.9 "**Retail Tract Sign**" shall have the meaning set forth in Section 5.4 hereof.

1.10 "**Tract**" shall mean, in the applicable context, the "**Retail Tract**" or the "**Grocery Tract**" as depicted on **Exhibit A-1** attached hereto (and collectively, the "**Tracts**"). If any Tract is divided into one or more separate legal lots, each such separate legal lot shall thereafter be considered to be a "**Tract**" and the owner(s) of each such legal lot shall be an "**Owner**." Any Tract or Tracts subdivided as aforesaid shall remain subject to all terms and conditions of this Declaration.

1.11 "**Tenant**" or "**Tenants**" shall mean the tenant or lessee of any portion of one or more of the Tracts pursuant to a lease agreement between the Tenant and the Owner of such Tract or Tracts.

2. Use. Buildings within the Developer Tract, including without limitation, the Retail Tract and the Grocery Tract, shall be used for commercial purposes of the type normally found in retail shopping developments including, without limitation, grocery stores, service shops, offices, retail stores, gasoline and convenience stores, restaurants, pharmacies and banking institutions.

3. Buildings.

3.1 Building Areas. No buildings will be constructed on the Property except within the Building Areas. Notwithstanding the foregoing, Developer may add additional Building Areas within the Developer Tract or change, delete, enlarge, reduce, or otherwise modify existing Building Areas within the Developer Tract without the consent of any other Owner.

3.2 Design and Construction. The buildings constructed on the Property shall be designed so that their exterior elevations shall reasonably be architecturally and aesthetically compatible with one another and so that building wall footings shall not encroach from one Tract to another Tract. Notwithstanding anything to the contrary in this Section 3.2 or Section 3.1 above, Aldi (as defined below) may construct, change, delete, enlarge, reduce, or otherwise modify its building(s) on the Grocery Tract as desired (without the consent of Developer or any Owners) ("**Aldi Modifications**") so long as: (i) the Aldi Modifications are reasonably consistent with Aldi's prototypical building(s); (ii) the Aldi Modifications are made in accordance with applicable laws, including without limitation, all applicable zoning requirements; (iii) the Aldi Modification will not result in a violation of any of the covenants, conditions or restrictions contained in any instruments of record affecting the Property recorded as of the date of this Declaration, and (v) none of the Aldi Modifications shall have the effect of adversely affecting the parking ratio requirements as relate to the utilization of the Protected Parking Field (as defined in the Lease) to serve the Retail Tract.

3.3 Interference by Construction. Any construction work to be undertaken on any portion of the Property shall be performed (i) so as to not cause any increase in the cost of constructing other buildings within the Property, (ii) so as to not unreasonably interfere with any construction work being performed on any other Tract, or any part thereof, and (iii) so as to not unreasonably interfere with, and minimize disruptions of the access to, use, occupancy, or enjoyment of the other Tracts by any Owner or Tenant.

3.4 Height. No building constructed on the Developer Tract shall exceed thirty (30) feet in height. Height shall be as measured from the mean finished elevation of the parking area of the Tract. Incidental architectural embellishments and peaks shall not be considered in connection with determining compliance with said height restriction. Any rooftop equipment constructed on the buildings shall be screened so as not to be visible from the mean finished elevation of the parking area.

4. Common Areas.

4.1 Limitations on Use. Each Owner and its Tenant shall use reasonable efforts to ensure that customers and invitees shall not be permitted to park except while shopping or transacting business on the Property. Each Owner and Tenant shall use reasonable efforts to cause employees of such Owner or Tenant, as applicable, to park within the designated parking areas of said occupant's Tract (if any). No parking easements are granted by this Declaration; provided further, that nothing herein is intended to abridge or modify rights granted to the Developer in the Lease. Notwithstanding the foregoing, each party covenants and agrees that, to the extent allowed by law, no Owner or Tenant will allow the parking areas on its

Tract to be used for rallies, demonstrations, protests, picketing or handbilling to protest, publicize or allege improprieties regarding the acts, policies or operating practices of any business operating within the Property. Further, Developer may restrict use of the Retail Tract parking areas. Any such restrictions shall be uniformly and fairly promulgated and applied.

4.2 Maintenance of Common Areas and Assessments.

(a) Maintenance. The Developer shall be responsible for the maintenance, operation, repair, reconstruction, and replacement of the Common Areas; provided that Developer may assign or otherwise delegate maintenance responsibilities hereunder to any successors or assign of Developer, including without limitation to a Tenant of any portion of the Developer's Tract. Each occupant shall pay the maintenance expenses of its Tract, including access easements within such Tract, except with respect to the CAM Costs as set forth below.

(b) CAM Assessments. The reasonable and actual costs of maintenance, operation, repair, reconstruction and replacement of the Common Areas ("**CAM Costs**") shall be assessed by the Developer based on an Owner's pro-rata share of such CAM Costs, as reflected in an annual budget, as reasonably determined and fairly applied (the "**CAM Assessment**"). The CAM Assessment shall be allocable as follows: (i) the Retail Tract, 35%, (ii) to the Grocery Tract, 55%, and (iii) to the self-storage tract (the "**Self-Storage Tract**"), 10%. (Note: the obligation of the owner of the Self-Storage Tract to pay CAM Assessments is set forth in that Agreement of Reciprocal, Non-Exclusive Easements, Covenants and Restrictions made by and between Developer and JSF STIRLING ROAD EX, LLC, a South Carolina limited liability company, recorded or to be recorded among the public records of Broward County, Florida on or about the date of this Declaration (the "**Self-Storage Declaration**"). The budget may include reasonable reserves for expenses that do not recur each year. The Developer shall also have the right in its reasonable discretion to supplement the budget to provide for additional assessments reasonably determined and fairly applied in the event that the CAM Costs exceed the annual budget, which may be included in any CAM Assessment on a pro-rata basis as set forth above. Developer shall be reimbursed by the occupants of all Tracts for all CAM Assessments payable by the responsible party to the Developer in accordance with provisions hereof.

5. Permanent Easements.

5.1 Property Access.

(a) Access Easements. Developer hereby establishes and reserves for itself and its designees, including without limitation every other Owner, Tenant or occupant and to their respective agents, customers, invitees, licensees, contractors, tenants and employees, for the benefit of all the Tracts, a perpetual, non-exclusive easement over, through and across the parking areas, road ways and walkways, including, without limitation, the Critical Access Drive for vehicular and pedestrian access, ingress and egress to each Tract and to publicly dedicated roadways; provided, however, that the foregoing access easement does not grant construction access. Any Owner or Tenant of the Grocery Tract shall maintain sufficient parking on the Grocery Tract such Owner's or Tenant's designated use in accordance with applicable code.

(b) Critical Access Drive. The Critical Access Drive, substantially as depicted in **Exhibit A**, shall be open to the Owners, Tenants and occupants, including their respective customers, invitees and guests. No Owner, Tenant or occupant of any Tract may materially change the configuration of or relocate the Critical Access Drive within such Tract without the prior written consent of any Owner that would be impacted by such relocation or re-configuration; provided that an Owner, Tenant or occupant may restripe or reconfigure the parking spaces within its Tract so long as the minimum parking ratios required by code are maintained. No Owner, Tenant or occupant of any Tract may erect or permit the erection of any curbing, fencing, or other barriers or obstructions on the Critical Access Drive or the entrances to the Property or any Tract that would prevent or substantially interfere with the ingress and egress or pedestrian and automotive traffic flow over, between and among the Tracts; provided, however, that this provision shall not be construed as prohibiting installation of landscaping, lighting, curb, traffic islands, and the making of similar improvements as long as such ingress and egress is not prevented or substantially interfered with. Nothing in this Declaration shall constitute a dedication of any portion of the Critical Access Drive to the public.

5.2 Utility and Service Easements. Developer hereby establishes and reserves for itself and its designees, including without limitation every other Owner, Tenant or occupant and to their respective agents, customers, invitees, licensees, contractors, tenants and employees, for the benefit of all the Tracts, a perpetual, non-exclusive easement for public utility services and distribution systems (including sewers, utilities and other proper services necessary for the orderly development and operation of the Property), on, under, through and across the portions of the Property, if and as required by the appropriate utility provider(s) ("**Utility Easements**"). The specific location of the Utility Easements shall be established with specificity by Developer as required by the appropriate utility providers in connection with issuance of their respective permits. Once established as provided herein, the legal description of the Utility Easements shall be appended to this Declaration by a modification or included in an easement with the utility providers. Any such installed utility services on a given Tract may be relocated by the Owner of that Tract, provided that such relocation will not cause the Owners, Tenants or occupants of the other occupants any disruption, interruption or interference with the use of such utility services and the easement rights related thereto.

5.3 Drainage System Easements.

(a) Easements. Developer hereby establishes and reserves for itself and its designees, including without limitation every other Owner, Tenant and occupant and to their respective agents, customers, invitees, licensees, contractors, tenants and employees, for the benefit of all the Tracts, a perpetual, non-exclusive easement for the transmission, discharge, storage, retention, detention and treatment of surface water and storm water over, under, through and across the portions of the Drainage System from time to time located on the Property. The Drainage System shall be constructed, operated, maintained, repaired, reconstructed and replaced in accordance with the requirements of any and all applicable permits, licenses or other approvals of any governmental authority or non-governmental third party having jurisdiction over the Property and the rules of the South Florida Water Management District (the "**District**," which term shall include that body as presently constituted and any successor agency or instrumentality).

(b) Enforcement. The District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Drainage System.

(c) Hazardous Materials. Each Owner, Tenant and occupant, and each of their successors and assigns, shall not discharge any oils, petroleum products, or hazardous materials or wastes into the Drainage System or on the Property, and shall indemnify, defend and hold harmless every other Owner, Tenant and occupant, and their respective principals, shareholders, members, partners, officers, directors, employees, contractors and agents, harmless from and against any and all liability, damages, causes of action, suits, claims, fines, penalties judgments, awards, expenses and costs (including but not limited to the reasonable fees and costs of attorneys and consultants, whether incurred before or at trial, at all appellate levels, in bankruptcy, and in any collection, dispute resolution or administrative proceeding) arising from or in any manner related to the discharge or alleged discharge of any oil, petroleum products, or hazardous wastes or substances into the Drainage System or on the Property for any reason whatsoever.

5.4 Signage. Developer shall, at Developer's sole cost and expense, construct and install a pylon or monument sign (the "**Retail Tract Sign**" in the signage area as substantially shown on **Exhibit A-1** (the "**Signage Area**"). The Retail Tract Sign shall be constructed in conjunction with the construction of the buildings and improvements on the Retail Tract. The maintenance, upkeep and repair of the Retail Tract Sign (and all necessary electrical equipment) shall be governed by Section 5.5 below.

5.5 Use of Easements. The grantee of any easement granted in this Declaration agrees to use due care in any use of such easements and in the construction, installation, operation, maintenance, repair, reconstruction, or replacement of either such grantee's improvements or the easement area as provided for herein, so as not to unreasonably disturb the grantor's use of its Tract. Each grantee of any easement granted herein agrees to return the easement area to its condition which existed prior to the installation of any of its improvements in the easement area, including but not limited to the replacement of any sod, landscaping, paving, or other improvements that existed within the easement area prior to such installation. To the fullest extent permitted by law, each grantee of any easement granted herein shall forever waive and hold the grantor harmless for, and defend such grantor against, any claims, losses, causes of action, and suits which arise from the acts or omissions of the grantee or its directors, officers, agents, employees, contractors, invitees or licensees, including but not limited to the use of the easement herein granted, and will indemnify the grantor for any losses suffered due to any such claims, losses, causes of action, or suits. The grantee of any easement granted herein shall not interfere with the grantor's business operations while utilizing any easement granted herein.

6. **Rights of Successors**. The easements, restrictions, benefits and obligations hereunder shall create mutual benefits and servitudes running with the land. This Declaration shall bind and inure to the benefit of the parties hereto, their respective heirs, representatives, lessees, successors and assigns. The singular number includes the plural and the masculine gender includes the feminine and neuter. In the event that the named Developer no longer owns fee simple interest in any portion of the Property, the Owner of the Retail Tract shall

have the rights and obligations of Developer as provided for herein, except to the extent such obligations have been assigned by Developer to another owner of all or a portion of the Developer Tract, with the consent of the then-assignee, as evidenced by an amendment to this Declaration recorded among the public records.

7. **Aldi Easements, Covenants and Restrictions**. For so long as ALDI (Florida) L.L.C., a Florida limited liability company ("**Aldi**"), its successors or assigns, is either an Owner or lessee of the Grocery Tract or any portion thereof, the provisions of **Exhibit B** attached hereto and made a part hereof shall be applicable. In the event Aldi ceases to be an Owner or lessee of any portion of the Grocery Tract, the provisions of **Exhibit B** shall terminate and be of no further force and effect.

8. **Modification; Cancellation; Non-Merger**. This Declaration (including all exhibits hereto) may be modified by Developer as long as it or its affiliate has any interest as either an Owner or lessee of the Developer Tract, or by any of their respective successors-in-interest; provided however, that such modification shall be reasonable, applied to the Tracts in a non-discriminatory manner, and shall not materially adversely affect any of the Tracts. So long as the Developer or its affiliate is the Owner or lessor of any portion of the Property, this Declaration shall not be subject to the doctrine of merger. So long as Aldi is either an Owner or Tenant of the Grocery Tract or any portion thereof, no modification to the Declaration shall be permitted without Aldi's written consent which has the effect of increasing Aldi's monetary or other obligations under this Declaration or the Lease, or impairing Aldi's rights or remedies under this Declaration or the Lease. Further, the Self-Storage Declaration (as it may be amended for time to time) shall not result in any increased liability or obligations by Aldi (which are not already provided for in this Declaration or the Lease (and the Self-Storage Declaration shall not impair the rights and remedies of Aldi under this Declaration or the Lease).

9. **Duration**. Unless otherwise canceled or terminated, all of the easements granted in this Declaration shall continue in perpetuity for ninety-nine (99) years from the date hereof, after which time they shall be extended automatically for successive periods of ten (10) years each, unless released in writing by the then owners of the Tracts encumbered hereby.

10. **Headings**. The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this document nor in any way affect the terms and provisions hereof.

11. **Entire Declaration**. This Declaration constitutes the entire Declaration between the parties hereto. The parties do not rely upon any statement, promise or representation not herein expressed, and this Declaration once executed and delivered shall not be modified or altered in any respect except by a writing executed and delivered in the same manner as required by this document.

12. **Notices**. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be sent by FedEx, DHL, UPS, or similar overnight delivery service, addressed as follows:

Developer: STIRLING SQUARE LLC

2860 West State Road 84, Suite 118
Dania Beach, Florida, 33312
Attn: Terry Salzman

With a copy to: Oscar R. Rivera, Esq
Siegfried, Rivera
8211 West Broward Blvd., Suite 250
Plantation, FL 33324

Notices shall be effective upon receipt or refusal. Developer shall be entitled to change its address for notice by providing notice of such change and recording a copy of the notice of such change in the public records of the county where the Property is located. Until such time as the notice of change is recorded as required herein, the last address of said party shall be deemed to be the proper address of said party.

13. **Time**. Time is of the essence as to the lawful performance of all duties and obligations set forth in this Declaration. All time periods in this Declaration will be deemed to refer to calendar days unless the time period specifically references business days. In the event the time for performance of any act under this Declaration falls on a Saturday, Sunday, or state or national holiday, such time will automatically be extended to the next business day.

14. **Non-Waiver**. No consent or waiver, express or implied, with regard to any breach or default hereunder will constitute a consent or waiver of any other or continuing breach or default hereunder. Failure of any party to object to any breach or default by the other party, irrespective of how long the failure continues, will not constitute a waiver of that party's rights and remedies existing under this Declaration, or at law or in equity. It is expressly agreed that no breach of this Declaration shall entitle any Owner to cancel, rescind or otherwise terminate this Declaration, and such limitations shall not affect in any manner any of the rights or remedies which the owners may have by reason of any breach of this Declaration.

15. **Invalidity**. If any term, covenant or condition of this Declaration or the application thereof to any person or circumstance will, to any extent, be invalid or unenforceable, the remainder of this Declaration, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected thereby, and each and every remaining term, covenant or condition of this Declaration will be valid and enforced to the fullest extent permitted by law.

16. **Attorneys' Fees**. In the event of any action or proceeding brought by any party against another under this Declaration, the prevailing party will be entitled to recover all costs and expenses, including court costs, reasonable attorneys' fees, experts' fees, and other expenses incurred in investigating, preparing, and prosecuting the defense of, or settling any claims in, any legal action, including litigation (whether before or at trial, on appeal, or in any bankruptcy or collection proceeding), arbitration, mediation, and any alternative dispute resolution method, actions, or other proceedings, and regardless of whether such expenses are taxable or non-taxable under any applicable statute, rule, or guideline. The provisions of this section will survive the termination or earlier expiration of this Declaration for any reason.

17. **LIMITATION OF LIABILITY. IN NO EVENT SHALL ANY OWNER BE LIABLE TO ANY OTHER OWNER FOR ANY INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST INCOME, LOST REVENUES, BUSINESS INTERRUPTION, OR LOST BUSINESS ARISING FROM THE RELATIONSHIP BETWEEN SUCH OWNERS, INCLUDING ALL PRIOR DEALINGS AND DECLARATIONS, OR THE CONDUCT OF BUSINESS UNDER, OR BREACH OF, OR THE TERMINATION OF, THIS DECLARATION, OR BUSINESS RELATIONS AMONG SUCH OWNERS, REGARDLESS OF WHETHER ANY OWNER SEEKS DAMAGES UDNER ANY THEORY OF LAW AND EVEN IF SUCH OWNER ADVISED THE OTHER OWNER OF THE POSSIBILITY OF SUCH DAMAGES. OWNERS MAY ONLY RECOVER ACTUAL DAMAGES. THIS PROVISION SHALL SURVIVE THE EXPIRATION OR EARLER TERMINATION OF THIS DECLARATION FOR ANY REASON.**

18. **Compliance with Laws**. In exercising any rights and privileges under this Declaration, each Owner shall comply fully with any federal, state or local laws, regulations, ordinances, permits or other authorizations or approvals or other requirements.

19. **No Dedication or Joint Venture**. Nothing in this Declaration shall be deemed a dedication to the general public. Nothing herein shall be construed to make the parties joint venturers or render them liable for the debts of the others.

20. **Governing Law; Venue**. This Declaration will be interpreted and construed in accordance with the laws of the State of Florida without regard to conflicts of laws principals and any dispute with respect to it and the rights and duties thereby created will be litigated in the appropriate court in Broward County, Florida. The parties will not raise, and hereby waive, any defenses based on venue, inconvenience of forum, or lack of personal jurisdiction in any action or suit brought in accordance with this section.

21. **WAIVER OF JURY TRIAL**. ANY PARTY ASSERTING ANY CLAIM OF RIGHT OR REMEDY UNDER OR PURSUANT TO THIS DECLARATION HEREBY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF THIS DECLARATION OR THE SUBJECT MATTER HEREOF.

22. **LIMITATION OF LIABILITY**. IN NO EVENT SHALL ANY PARTY BE LIABLE TO FOR ANY INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST INCOME, LOST REVENUES, BUSINESS INTERRUPTION, OR LOST BUSINESS ARISING FROM THIS DECLARATION AND/OR THE EASEMENTS GRANTED HEREIN, REGARDLESS OF WHETHER ANY PARTY SEEKS DAMAGES UNDER ANY THEORY OF LAW AND EVEN IF SUCH OWNER ADVISED THE OTHER PARTY OF THE POSSIBILITY OF SUCH DAMAGES. A PARTY MAY ONLY RECOVER ACTUAL DAMAGES. THIS PROVISION SHALL SURVIVE THE EXPIRATION OR EARLER TERMINATION OF THIS AGREEMENT FOR ANY REASON.

23. **Amendment**. The provisions of this instrument may be amended, modified or released by a written instrument executed by the then Owners of the Property encumbered hereby, with joinders by all mortgagees, if any.

[Signatures on following pages]

IN WITNESS WHEREOF, the Developer has executed this Declaration the day and year first written above.

WITNESSES:

Signature of Witness
Lisa Duke
Printed Name of Witness

Signature of Witness
Krystal M. Rodriguez
Printed Name of Witness

Signature of Witness
Lisa Duke
Printed Name of Witness

Signature of Witness
Krystal M. Rodriguez
Printed Name of Witness

Signature of Witness
Lisa Duke
Printed Name of Witness

Signature of Witness
Krystal M. Rodriguez
Printed Name of Witness

STIRLING SQUARE, LLC,
a Florida limited liability company

By: **SALZMAN REAL ESTATE HOLDINGS, LLC,**
a Florida limited liability company
its Manager

By: _____
Name: Terry Salzman
Title: Manager

By: _____
Name: Thekla Salzman
Title: Manager

By: **JABBER STIRLING, LLC,**
a Florida limited liability company
Its Manager

By: _____
Name: Robert Shapiro
Title: Manager

STATE OF FLORIDA)
) ss.:
COUNTY OF Broward)

The foregoing instrument was acknowledged before me this 27th day of June 2018, by Terry Salzman, as Manager of Salzman Real Estate Holdings, LLC, a Florida limited liability company, the Manager of Stirling Square LLC, a Florida limited liability company, on behalf of the company. He *[choose one]*: ☒ is personally known to me or ☐ produced _____ as identification, on behalf of the company.

KRYSTAL MICHELLE RODRIGUEZ
State of Florida-Notary Public
Commission # GG 205756
My Commission Expires
August 02, 2022

My commission expires: Aug 2, 2022

Signature of Notary Public
Krystal M. Rodriguez
Printed Name of Notary Public

STATE OF FLORIDA)
) ss.:
COUNTY OF Broward)

The foregoing instrument was acknowledged before me this 27th day of June 2018, by Thekla Salzman, as Manager of Salzman Real Estate Holdings, LLC, a Florida limited liability company, the Manager of Stirling Square LLC, a Florida limited liability company, on behalf of the company. She *[choose one]*: ☒ is personally known to me or ☐ produced _____ as identification, on behalf of the company.

KRYSTAL MICHELLE RODRIGUEZ
State of Florida-Notary Public
Commission # GG 205756
My Commission Expires
August 02, 2022

My commission expires: Aug 2, 2022

Signature of Notary Public
Krystal M. Rodriguez
Printed Name of Notary Public

STATE OF FLORIDA)
) ss.:
COUNTY OF Broward)

The foregoing instrument was acknowledged before me this 27th day of June 2018, by Robert Shapiro, as Manager of Jabber Stirling, LLC, a Florida limited liability company, the Manager of Stirling Square LLC, a Florida limited liability company, on behalf of the company. He *[choose one]*: ☒ is personally known to me or ☐ produced _____ as identification, on behalf of the company.

KRYSTAL MICHELLE RODRIGUEZ
State of Florida-Notary Public
Commission # GG 205756
My Commission Expires
August 02, 2022

My commission expires: Aug 2, 2022

Signature of Notary Public
Krystal M. Rodriguez
Printed Name of Notary Public

JOINDER BY MORTGAGEE

The undersigned hereby consents to the foregoing Declaration of Covenants, Restrictions and Easements, as of the 29th day of June 2018.

JSRJ, INC., a Florida corporation

By: Jeanine L. Hill
Name: Jeanine Hill
Its: Vice-President

STATE OF Florida)

COUNTY OF Broward)

The foregoing instrument was acknowledged before me this 29th day of June 2018, by Jeanine Hill, as Vice-President of JSRJ, INC, a Florida corporation, on behalf of the corporation. She [choose one]: □ is personally known to me or ☒ produced DL#H400-432-56-926-0 as identification, on behalf of the company.

KMM.R
Signature of Notary Public
Aug 2, 2022 Krystal M. Rodriguez
My commission expires: Printed Name of Notary Public

KRYSTAL MICHELLE RODRIGUEZ
State of Florida-Notary Public
Commission # GG 206756
My Commission Expires
August 02, 2022

EXHIBIT A

Legal Description

Parcel 1:

All of Block "C", less the West 100 feet of the East 130 feet of the South 185 feet and less the East 30 feet for County Road and less right-of-way for Stirling Road, GEORGE M. PHIPPENS SUBDIVISION, according to the Plat thereof, recorded in Plat Book 2, Page 90, of the Public Records of Dade County, Florida, said land situate, lying and being in Broward County, Florida.

Parcel 2:

The West 100 feet of the East 130 feet of the South 185 feet of Block "C", less therefrom right-of-way for Stirling Road, GEORGE M. PHIPPENS SUBDIVISION, according to the Plat thereof, recorded in Plat Book 2, Page 90, of the Public Records of Dade County, Florida, said land situate, lying and being in Broward County, Florida.

EXHIBIT A-1

Developer Tract Site Plan and Depiction of Building Areas and Critical Access Drive

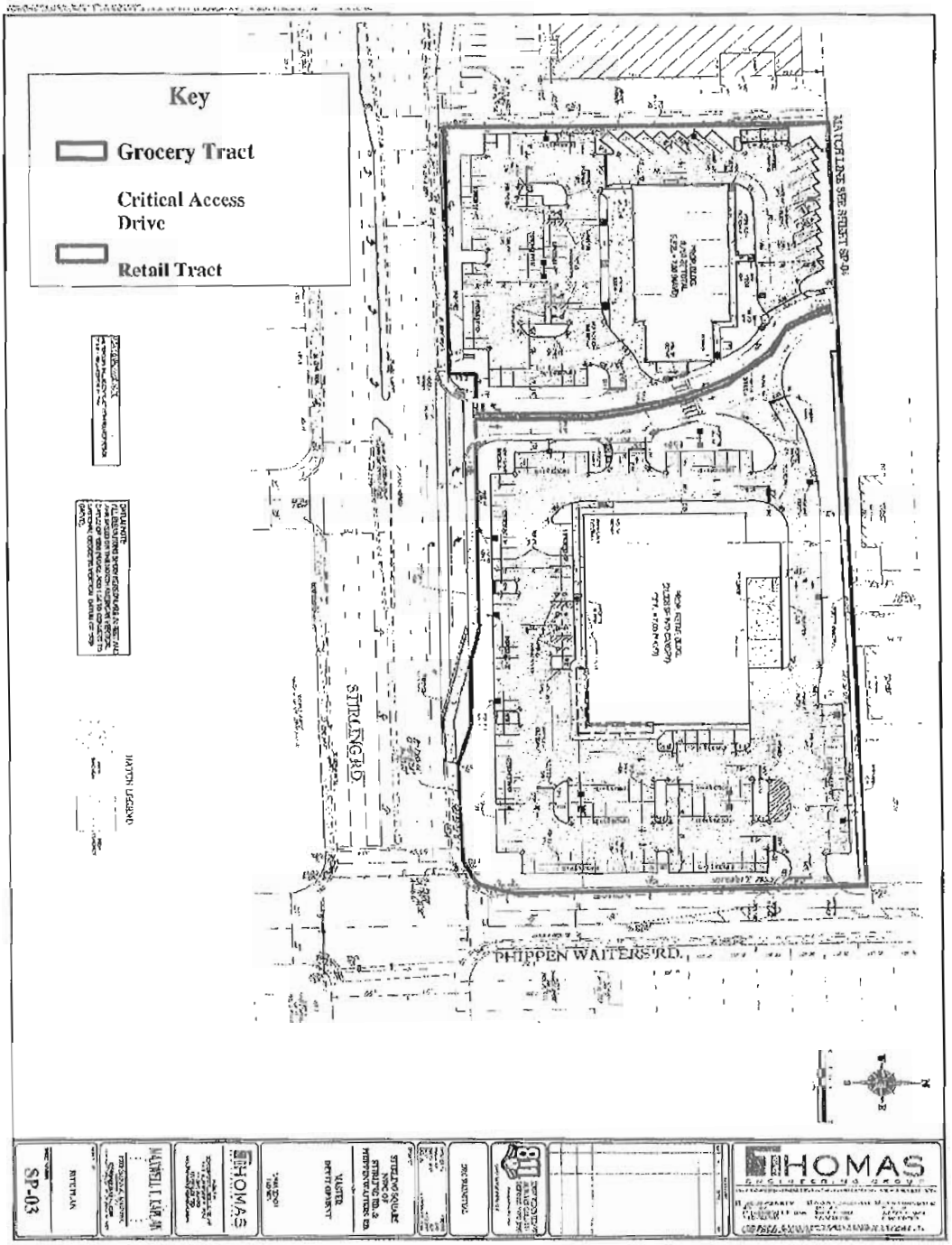

EXHIBIT B

Aldi Easements Covenants and Conditions

1. Aldi Easements. Developer (as owner of the Developer Tract) hereby grants and conveys to Aldi for the duration of the term of that Aldi Ground Lease Agreement entered into by and between Developer and Aldi, dated on or about the date of this Agreement (the "**Lease**") for the Grocery Tract (also sometimes referred to herein and in the Lease as the "**Aldi Premises**"), the following easements and restrictions appurtenant to the Developer Tract:

(a) a non-exclusive easement and right-of-way over and across the drives and walkways in the Developer Tract, including, but not limited to, the Critical Access Drive, to provide vehicular and pedestrian ingress and egress to and from the Premises, and maneuvering space for Tenant's delivery trucks and trailers to and from the Building's truck dock and receiving area;

(b) a non-exclusive easement and right-of-way for the purpose of drainage of storm and surface water runoff from the Aldi Premises and the improvements thereon, to flow and run through, into and out of the storm sewer, drainage facilities and detention/retention facilities and related facilities maintained by Developer located within Developer's Tract, as such exists from time to time;

(c) a non-exclusive easement and right-of-way over, under and through Developer's Tract for the purposes of installing, using, maintaining, repairing and replacing utility service lines, connections and related improvements to provide to the Aldi Premises sanitary sewer, storm sewer, natural gas, electricity, water and communications services, together with the right of ingress and egress for the foregoing purposes. Developer shall have the right at any time to relocate any utility line located within the Property upon thirty (30) days' prior written notice to Aldi; provided, however, that such relocation, (i) shall not materially interfere with or materially diminish the utility service to the Aldi Premises; (ii) shall not reduce or unreasonably impair the usefulness or function of such utility line; (iii) shall be performed without cost or expense to Aldi; (iv) shall be completed using materials and design standards which equal or exceed those originally used; (v) shall have been approved by the provider of such service and the appropriate governmental or quasi-governmental agencies having jurisdiction; and

(d) a non-exclusive temporary easement and right-of-way, to the extent needed in accordance with good construction practices, but only during the period of construction of certain of Aldi's improvements to the Aldi Premises (referred to as "Tenant's Work" in Section 3.3 of the Lease), on, over, across and through the Developer's Tract for the purpose of providing staging of Aldi's construction materials and equipment to facilitate Aldi's performance of Tenant's Work. Tenant shall repair, at its sole cost, in compliance with all applicable laws, any damage caused as a result of Tenant's use of such temporary construction.

In connection with the foregoing easement rights set forth in Section 1 (a)-(d) above, Developer shall not, without Aldi's prior written consent, materially alter, relocate, close, or otherwise unreasonably impair ingress to and egress from the Aldi Premises via the Critical

Access Drive. Aldi shall not, without Developer's prior written consent, materially alter, relocate, permanently close, or otherwise unreasonably impair ingress to and egress from the Developer's Tract over the Critical Access Drive located within the Aldi Premises.

2. Obligations Pertaining to Lease Requirements.

(a) Pursuant to the Lease, Aldi is required to, at its sole cost and expense, maintain and repair the Aldi Premises and the building and other improvements located thereon, in good and sightly condition consistent with similar class and tenanted retail development facilities in Broward County, Florida; provided, however, that Developer shall reimburse Aldi for any such repair that arises as a result of damage caused by any intentional act or gross negligence of Developer, its agents or contractors;

(b) Developer shall, at its sole cost and expense (except as otherwise provided in this Article 8 of the Lease, cause the Developer Tract (other than the Aldi Parcel), including all buildings and improvements thereon, to be operated and maintained in good and sightly condition consistent with similar class and tenanted development facilities in Broward County, Florida.

3. Exclusive Use Restriction. So long as (i) Aldi has not yet opened for business and is not operating the Aldi Premises for a use other than as a Retail Grocery Store (hereinafter defined), or (ii) Tenant is operating the Aldi Premises as a Retail Grocery Store, Developer shall not lease, use or occupy, or permit the use of or occupancy of the Developer Tract, other than the Aldi Premises, for the operation of a Retail Grocery Store. The term "**Retail Grocery Store**" means a food supermarket, meat market, grocery store, fruit and vegetable store or stand, frozen or otherwise processed food store and any other store where more than 2,000 square feet (including the area under the merchandise display racks/cases/coolers and adjacent aisle space) is used for the sale or display of grocery items. The term "Retail Grocery Store" shall not include: a) a delicatessen, or any restaurant (including a fast food or quick service food establishment with or without a drive through window) wherein prepared food is sold for on-premises consumption or for "take-out" consumption; or b) any convenience store associated with a motor fuel dispensing facility so long as no more than 2,500 square feet of such convenience store is used for the sale or display of food items (provided however, that a convenience store, such as a prototypical Wawa or Circle K, in such capacity and manner as it operates as of the date of the Lease shall not be subject to such square footage restriction).

4. Prohibited Uses. In addition, until the expiration of the term of the Lease, or any continuations or extensions thereof, Developer shall not use or occupy, or permit the use of or occupancy of Developer's Tract for any of the prohibited uses set forth on **Schedule 1** to this **Exhibit B**, attached hereto and made a part hereof.

5. No Modification to Lease/Interpretation. The provisions of this **Exhibit B** are not intended to modify, amend, supersede or terminate any provision of the Lease. As between Developer (as owner of the Developer Tract) and Aldi, any inconsistencies between the terms and conditions of this Declaration and the terms and conditions of the Lease, shall be interpreted in favor of the Lease.

SCHEDULE 1 TO EXHIBIT B

Prohibited Uses

Developer hereby covenants and agrees that it will not lease, rent, sell, use or operate the Developer Tract or permit the Developer Tract (or any portion thereof) to be leased, owned, used, operated or occupied for any of the uses set forth below:

a. laundry or dry-cleaning establishment, provided, the foregoing restriction shall not include (i) an establishment for dry cleaning drop-off and pick-up only, with no cleaning services being performed at the subject property or (ii) an establishment performing dry cleaning on site that only uses "environmental-friendly" cleaning methods and does not use any PCBs;

b. off-track betting establishment;

c. a pool or billiard hall (unless operated as part of a large-scale family recreation or entertainment facility);

d. a business selling alcoholic beverages for on-premises consumption except for a restaurant with sit down table service as its primary operation in which the sale of alcoholic beverages does not exceed 50% of its gross sales or otherwise a national chain restaurant (such as Buffalo Wild Wings, TGI Fridays, Applebees, Chili's or the like);

e. adult book store or any form of adult entertainment;

f. bingo parlor;

g. a school, academy or learning center having more than twenty students at any one time;

h. any video game parlor, amusement arcade, bowling alley, skating rink, nightclub, discotheque or dance hall;

i. a business which would emit or produce noxious fumes or gases or unreasonably loud noises;

j. an assembly or manufacturing operation;

k. an establishment selling or exhibiting pornographic materials;

l. a lot for the sale of used automobiles;

m. a mobile home park, trailer court, or labor camp or mobile home sales lot (except

that this provision shall not prohibit the temporary use of construction trailers during any periods of construction, reconstruction or maintenance);

n. a mortuary or funeral home;

o. a church or other place of worship;

p. an abortion clinic;

q. a distilling, refining, smelting, industrial, agricultural, drilling or mining operation;

r. a junk yard, stock yard or animal raising operation;

s. a dump or disposal, or any operation for the incineration or reduction of garbage of refuse;

t. any establishment which stocks, displays, sells, rents, or offers for sale or rent any merchandise or material commonly used or intended for the use with or in consumption of any narcotic, dangerous drug, or other controlled substance, including, without limitation, any hashish pipe, water pipe, bong, pipe screens, rolling papers, rolling devices, coke spoons or roach clips;

u. flea market;

v. an operation whose principal use is a massage parlor and/or exotic dancing, provided this shall not prohibit massages in connection with a beauty salon or health club or athletic facility or a nationally established massage establishment such as "Massage Envy" or the like;

w. a pawn shop; and/or

x. the outdoor display, sale or storage of seasonal merchandise (Christmas trees, pumpkins, flowers, fireworks, etc.); and/or the temporary or periodic (i.e., not permanent) outdoor display, sale or storage of merchandise (art work, novelties, clothing, etc.). The foregoing shall not prohibit (i) a motor fuel/convenience store from having exterior displays of cases of soft drinks or other merchandise such uses regularly stock and have available for sale or (ii) other permitted retailers from having outdoor sales or sidewalk sales of merchandise regularly sold inside of its store buildings.

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MAY 20 2019

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MAY 20 2019

Stirling Square 7-Eleven
DRC Comment Response

DRC Meeting: 02/28/2019
Response Date: 05/20/2019

Site Plan Amendment (SP-114-17MOD)
Special Exception (SE-28-19)

City of Dania Beach
Community Development
100 W. Dania Beach Blvd.
Dania Beach, FL 33004

TABLE OF CONTENTS

FIRE DEPARTMENT 2
LANDSCAPE 2
ENGINEERING 3
ZONING 7

Department	FIRE DEPARTMENT
Tier 1 Comment:	1. Provide all turning radii (demonstrated)
Response:	All turning radii are indicated within sheets SP-02
Tier 1 Comment:	2. Provide drive aisle widths (demonstrated) and vertical clearances (noted)
Response:	Drive aisle widths are shown on SP-03 and canopy vertical clearances has been noted on sheet SP-03.
Tier 1 Comment:	3. Demonstrate or note the Fire Department Apparatus Access Road locations and dimensions on plans.
Response:	Refer to SP-02 for routing shown by the turning radii and dimensions are provided on Sheet SP-03.

Department	LANDSCAPE
Comment:	1. Alexander palms (Ptychosperma elegans) and coconut palms (Cocos nucifera) are category 2 invasive species. Therefore, they do not count toward minimum landscape requirements. 31 alexander palms and 27 coconut palms are currently proposed for installation. It is recommended that these are swapped with a more desirable species, so they can county toward minimum requirements.
Response:	All species previous approved on prior submittals and already in place and approved on site.
Comment:	2. It appears there is an equipment structure proposed on the SW corner of the 7-11 lot. This structure must be screened on three side by shrubs a minimum of 30" in height per Sec. 275-170(B).
Response:	The structure is a grease trap and is underground.
Comment:	3. Provide an irrigation plan meeting all Section 275-80 requirements.
Response:	Irrigation has been provided.

Department	ENGINEERING
Tier 1 Comment:	1. Please, provide copy of Unity of Titles, plat, re-plat, easement(s), vacation(s) and/or dedication(s) recorded prior of issuance of Building Permit (As applicable).Shall be recorded in the Broward County Public Records. Pending required documentation to be provided for Acceptance of Utility Easement by Public Services City Engineer.
Response:	**The project does not require a unity of title or platting. Easements have been provided for the utilities to the City of Dania Beach for recording.**
Tier 1 Comment:	2. Per Sec. 605-30(k). A memorandum of agreement summarizing the traffic study's proposed project–specific methodology, including any deviations from guidelines contained in the Recommended Practice, must be approved by the Community Development Director prior to preparation of the Study. Traffic study is attached will need to have approval by the City Engineer also using ITE 9th Edition. Clarify, "ITE Land Use – Shopping Center" and "ITE Land Use – High Turnover(Sit Down) Restaurant.
Response:	**See traffic update from Traf-Tech**
Tier 1 Comment:	3. Please, provide copy of Boundary and Topographic Survey signed and sealed by a Florida Registered Professional Land Surveyor showing all existing Utilities and PGD plans. Provide copy of As-built plan matching proposed work.
Response:	**See attached surveys of the 7-11 parcel reflecting the existing condition**
Tier 1 Comment:	4. Site Plan -SP-02 & 03 were provided missing FDOT Index 546 Visibility Triangle at entrance of driveway.
Response:	**The sight triangles have been added to SP-02 & 03.**
Tier 1 Comment:	5. A proposed preliminary Paving, Grading and Drainage plan is incomplete SP-07 must match existing conditions and/or provide a demolition plan including relocation of existing utilities and drainage structures to also including location of proposed of "Gas Tanks". Missing additional proposed elevations to assure rainwater flowing into catch basins and some details in Paving, Grading and Drainage Details Sp-08. Show directional arrows one way or two ways driveway aisle.
Response:	**A demolition plan has been added to the set, the tanks have been called out and sufficient grades with flow arrows are shown. Refer to SP-03 for directional arrows for one-way and two-way movements in drive aisle.**
Tier 1 Comment:	6. A proposed preliminary conceptual Drainage Analysis-Calculations for the new proposed use of "7 Eleven Convenience Store" standing alone it needs to be integrated with the approved Master Drainage System Analysis as a whole for the entire site work. Still pending to be revised.
Response:	**See drainage calculations, they analyze the entire site as an integrated site.**
Tier 1 Comment:	7. Preliminary Utilities – Water and Sewer - Plan was provided missing existing Water Main and Fire connections lines. Clarify, Proposed (5) Water Main & RPZ, etc. Sheet SP-11 was revised to show existing water and sewer mains

	surrounding the establishment. New connection to the building, if any, will be provided at the time of permit application.
Response:	**The call outs have been corrected for the meters and the already installed items have been noted as existing.**
Tier 1 Comment:	8. Preliminary Paving, Marking and Signage Plan pending to be provided' missing parking lot dimensions and width dimensions at ingress and egress of driveways, parking stalls dimensions, etc. Provide maneuvering.
Response:	**The PMS is shown on Sheet SP-03 and the plan contains dimensions.**
Tier 1 Comment:	9. Preliminary Erosion Control Plan was provided C-5.
Response:	NOTED
Tier 1 Comment:	10. 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:	NOTED
Tier 1 Comment:	11. Per Dania Code of Ordinances (Article 415-Sidewalks and Swales), Owner is responsible for sidewalks and swales improvements within ROW.
Response:	NOTED
Tier 1 Comment:	12. 3.- The proximity to the airport will require FAA, BCAD, and FDOT 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. The proximity to the airport will be required FDOT approval. Contact Greg Jones, Airspace and Land Use Manager at 850-414-4502 or at greg.jones@dot.state.fl.us.
Response:	NOTED. Please see attached for required approvals from FAA, BCAD, and FDOT.
Tier 2 Comment:	1. Identify ROW lines and dimensions on Stirling Rd., SW 1st St and Phippen waiters Rd. with new utility easement and dedication(s).
Response:	**The dimensions and call outs are provided on SP-03 and 04.**
Tier 2 Comment:	2. Identify in Civil drawings geometric dimensions like width of driveways aisles, loading parking, proposed turn around areas and others.
Response:	**Sheets SP-03 provides the geometric dimensions and radii.**
Tier 2 Comment:	3. Provide cross sections of proposed ROW on all the surrounding streets.
Response:	**Cross sections will be provided with final design.**
Tier 2 Comment:	4. Provide copies of approved permits from City of Dania Beach, Broward County and FDOT for driveway(s) access and utilities connections (As applicable).
Response:	**No off-site permits are required from FDOT or utilities since they have been previously installed. Updated SWM/ERP will be obtained and supplied to the City upon receipt.**
Tier 2 Comment:	5. Provide Maintenance of Traffic (MOT) Plan by a licensed Professional Engineer in the State of Florida.
Response:	**No MOT is required for the 7-11 as construction will be contained within their site.**

Tier 2 Comment:	6. A complete Paving, Grading and Drainage Plan(s), including the sizes and dimensions of all storm-water infrastructures. Provide Drainage Structures Tables.
Response:	**SP-06 includes the required structure and pipe information.**
Tier 2 Comment:	7. Provide drainage calculations and geotechnical information supporting the proposed drainage design including its connection with existing system.
Response:	**The calculations are based on the approved water management permit which the geotechnical information and wells have been utilized.**
Tier 2 Comment:	8. Provide a copy of pre –and- post development storm-water management and drainage calculations. The City specifically needs the following information: 10-year, 25-year, and 100-year 24-hour and 72-hour flood stage elevations respectively.
Response:	**Copies of the stormwater management calculations with the design storms has been provided.**
Tier 2 Comment:	9. Provide an on-site drainage system – plan- along with storm-water management calculations (signed and sealed by a registered professional engineer). The calculations shall show how the minimum road crown and finished floor elevations are met, and how the 25-year, 3 day storm event is maintained onsite with zero discharge to the ROW and adjacent properties. The site must store at least the 25-year, 3 day event onsite with NO EXECPTIONS.
Response:	**Copies of the stormwater management calculations with the design storms has been provided which demonstrate compliance.**
Tier 2 Comment:	10. Proposed grading and drainage plan shall be based on the storm-water management calculations. Identify minimum paving elevations from drainage calculations.
Response:	**The grading and drainage plan is based on the water management calculations.**
Tier 2 Comment:	11. Storm-water quality design shall be provided in the amount of 2.5 inches times the percent impervious or the first 1 inch of rainfall over the entire site whichever is greater. This calculation will be provided along with the updated complete drainage analysis for permitting.
Response:	**The stormwater quality calculations comply with the requirements and demonstrated in the calculations.**
Tier 2 Comment:	12. Provide location of building roof drains, and their proposed connection(s) to the on-site drainage system.(As applicable)
Response:	**Refer to Sheet SP-06 & 07 for stormwater layout and roof drain connections.**
Tier 2 Comment:	13. Drainage shall adequate to protect rooms in new structures designed for occupancy from the 100-Year flood elevations based on FEMA. Show and identify elevation from drainage calculations. Provide copies of Broward County 100 Year Elevations and FEMA Flood Designations maps.
Response:	**The finished floor elevation has been set 1' above the FEMA elevastion.**
Tier 2 Comment:	14. Provide a complete Water and Sewer –Utilities- Plan, including any existing water main, force mains, gravity mains, etc. (Show all material & pipe sizes on the plan).

Response:	**Refer to sheet SP-11 and SP-12. The entire water and sewer main system has been installed throughout the entire project. Additionally, sewer laterals and water service lines have been stubbed to the building pad.**
Tier 2 Comment:	15. Provide utility piping conflict details plan, along with documentation to demonstrate acceptability of the separation between water, sanitary, storm-water services lines.
Response:	**Pipe conflicts have been previously called out and no additional mains are being installed for this project.**
Tier 2 Comment:	16. In compliance with Article 805. CONCURRENCY OF DETERMINATIONS of the City Code of Ordinances, applicants shall provide projected water demand, sewage and solid waste generation amounts in tabular format – utilities – plan. Please provide calculations to support tabular projected generation amounts.
Response:	**Projections for concurrency have been provided on sheet SP-02 (top of page).**
Tier 2 Comment:	17. Backflow preventers should not encroach on sidewalks.
Response:	**Back flow preventers do not encroach on sidewalks.**
Tier 2 Comment:	18. Show also all existing and proposed utilities on the landscaping plans for potential conflicts and also Sight visibility triangle.
Response:	**All utilities are shown on the landscape plans.**
Tier 2 Comment:	19. Provide a Complete Pavement, Marking and Signage Plan with details. Preliminary plan provided, pending complete PMS plan to be provided.
Response:	**All PMS is shown on SP-03 for the project and contains sufficient information for construction.**
Tier 2 Comment:	20. Provide a complete Erosion and Sediment Control Plan.
Response:	E&S Plan has been provided.
Tier 2 Comment:	21. Erosion and Sediment Control Plan shall be reviewed for the drainage impacts to adjacent properties, surrounding ROW, storm-water facilities, and neighboring water bodies.
Response:	E&S Plan has been provided which addresses these concerns.
Tier 2 Comment:	22. Provide a proposed "Staging Plan " including employee parking, material storage, etc.. Staging Plan will be submitted at time of construction.
Response:	Noted
Tier 2 Comment:	23. Provide location of Building roof drains, and their proposed connection(s) to the onsite drainage system.
Response:	**Refer to response for item 12 above.**
Tier 2 Comment:	24. Provide ADA parking, access / driveway, and sidewalks /ramps in accordance with Chapter 553 of the Florida Statutes. "Accessibility of Handicapped Persons" and latest edition of "Accessibility Requirements Manual" by Department of Community Affairs, Florida Board Building Codes and Standards, and in accordance with Americans with Disability Act (ADA). Be advised that ADA van accessibility for structured parking garages (including automated parking) shall be provided as appropriate and consider the taller specialized ADA vehicles.

Response:	**The proposed design complies with ADA requirements.**
Tier 2 Comment:	25. Provide dedicated fire service connection not combined with domestic water service connection, per the National Fire Preventions Association (NFPA) guidelines, for the proposed development.
Response:	**Fire services have been provided separate from domestic service. The proposed 7-11 is not anticipating the need for fire sprinklers.**
Tier 2 Comment:	26. Contractor shall provide, before issuance of C.O., to the EOR and City of Dania Beach "hard copies and CD with As-Built drawings of the project giving horizontal and vertical dimensions of connections signed and sealed by a Florida Registered Professional Land Surveyor.
Response:	**Noted**
Tier 2 Comment:	27. Provide regulatory agencies' approval documentation (as applicable) as part of the final submittal (FDOT, Broward County Surface Water License, Broward County Health Department Permit, EPD, etc.) before issuance of Building Permit.
Response:	**Noted**

Department	**ZONING**
Comment:	1. Confirm application was properly completed, signed, and proper application fee was paid.
Response:	A complete submittal package has been provided which includes completed and signed applications and appropriate application fees.
Comment:	2. Provide letter from Broward County identifying whether this property needs to be platted or replatted.
Response:	Please see attached platting determination letter from Broward County Planning Council which confirms platting is not required to complete the proposed development.
Comment:	3. Identify project water demand for the project.
Response:	Refer to Sheet SP-02 table for utility and solid waste generation for demands.
Comment:	4. Impact fees that will be required for the project

Response:	Please consider the impact fees assessed and paid for the prior approval which would account for the proposed site plan amendment. Please provide details on any additional impact fees that may be required in association with this application.
Comment:	5. Provide copy of all signs for compliance review per Section 635-50(3).
Response:	Attached is a revised sign package demonstrating compliance with the code.
Comment:	6. The proximity to the airport will required FAA/BCAD review and approval.
Response:	Please see attached for FAA/BCAD letter of approval.
Comment:	7. Per Section 270-20 and Section 635-50(M), provide off-street loading spaces and applicable screening in accordance with Article 270.
Response:	Per Section 270-20, commercial structures less than 4,000 square feet do not require a loading space. The proposed structure is less than 4,000 square feet so no loading space is required.
Comment:	8. Wildlife Protection
Response:	Refer to previous approval documents. The 7-11 site has been cleared and construction has taken place on site so no additional wildlife studies are required
Comment:	9. Provide minimum bicycle parking requirements identified in Section 265-51.
Response:	The proposed development provides sufficient bicycle parking to meet the requirements of Section 265-51.
Comment:	10. Rooftop Mechanical Equipment must meet the regulations of Section 220-60 and Section 510-30(L). Identify how equipment will be screened from view.
Response:	The rooftop mechanical equipment will be appropriately located towards the rear of the building and screened by parapet walls.
Comment:	11. Principal Arterial Design Standards – identify how these regulations are being met.
Response:	Per section 510-10(A-E) of the Principal Arterial Commercial Design Standards, the proposed design satisfies the intent of the code by providing a structure that is proportional to the human scale and provides cohesive rhythm and material transitions within the existing fabric of Dania Beach and the surrounding developments. In addition, the design provides depth in the aesthetic use of materials that increase compatibility with nearby residential developments. Please also consider Resolution 2018-015 and the exceptions granted to the proposed development in terms of the Principal Arterial Commercial Standards.
Comment:	12. Cost Recovery – request for $5,000 cost recovery fee
Response:	Please provide an accounting of the $5,000 provided during the review of the approved site plan and credit remaining funds to this site plan amendment review.
Comment:	13. Provide $200 Fire Review fee for Site Plan Modification.
Response:	The fee is being provided with this submittal.
Comment:	14. Provide an analysis, signed and sealed by a certified engineer, identifying the amount of CRA mitigation for traffic impact due based on resolution No. 2014-049 which established a rate of $21.26 per p.m. peak hour trip. Provide No. of PM peak trips generated by this use to calculate fees.
Response:	Please refer to the updated signed and sealed traffic impact analysis. As shown in this analysis, the previous traffic impact analysis completed for the approved site

	plan accounted for a larger general commercial structure. ITE trip generation rates for the general commercial use contemplate gas stations. The proposed site plan amendment will not increase the PM peak hour trips.
Comment:	15. Provide the latest set of plans on disk prior to public hearing.
Response:	Please see attached disk with all plan sheets.
Comment:	16. The applicant is encourage to contact neighbors adjacent to, as well as condominiums and neighborhood associations to advise on this property.
Response:	Acknowledged.
Comment:	17. Applicant must obtain a statement from the City Engineer saying that the traffic study/statement submitted by the applicant is complete and accepted prior to public hearing.
Response:	Acknowledged. We have supplied a copy of the traffic study to the City Engineer for his review and approval.
Comment:	18. Applicant must obtain statement from Ronnie Navarro, City Engineer, stating that adequate water supply exists for this project.
Response:	Acknowledged. We have included the water and sewer demand as part of the submittal and have requested that the City Engineer provide the required statement.
Comment:	19. Please e-mail resolution and legal description, prepared by an attorney, for development approval in word format to mbryan@daniabeachfl.gov four (4) weeks prior to public hearing.
Response:	Required resolution title and legal description have been emailed as requested.
Comment:	20. Applicant must provide result of a Municipal Lien Search Request from the Finance Department stating that there are not outstanding Code Violations or Liens on the property prior to the item being scheduled for public hearing.
Response:	Please see attached municipal lien search resultfrom Finance Department confirming that no outstanding code violations or liens exist on the property.
Comment:	21. Per O-2017-022, for properties over an acre in size, the applicant must obtain and post property signs in accordance with the NEW City requirements.
Response:	Please provide guidelines and further details on the public sign notice requirements.
Comment:	22. Per O-2017-027, commercial properties under construction are required to provide security to fencing with screening showing project rendering when adjacent to ROW. Provide screen detail with next submittal. Use of City Logo requires City Commission approval.
Response:	Acknowledged.
Comment:	23. Per Section 635-40(D), provide a draft of any required or proposed restrictive covenants, written sureties and common area maintenance association documents, including those for the preservation of common open space area; grants of easement for access, drainage, utilities or other purpose; or other restrictions to be imposed upon the use of the land and buildings, per resolution 2018-015.
Response:	A copy of the Declaration of Covenants, Restrictions and Easements is included with this resubmittal.
Comment:	24. Provide recorded plat documents for entire site prior to issuance of a building permit, per resolution 2018-015.

Response:	Refer to response from comment 2 above. No platting required for the convenience store project.
Comment:	25. On site data table, provide all calculations for 7-eleven parcel only. Eliminate all grocery store references.
Response:	The proposed site plan amendment will modify the western portion of a larger site approved as a single site plan with shared drainage, open space, and other site features.
Comment:	26. Per Section 635-50(W), provide a photometric plan.
Response:	A photometric plan was is provided.
Comment:	27. Provide bike racks per the requirements listed in Section 265-51. Identify location on site plan; provide detail of bike racks and the number of required/provided in data table, per resolution 2018-015.
Response:	The bike rack is shown on the site plan and located near the southeast corner of the convenience store.
Comment:	28. Provide a copy of recorded unity of control agreement, as well as all easements, covenants, and restrictions on the property prior to issuance of a building permit. The City Attorney must review and approved all documents prior to recordation, per resolution 2018-015.
Response:	A copy of the Declaration of Covenants, Restrictions and Easements is included with this resubmittal.
Comment:	29. Per Section 515-30(B) Appearance, Service station roofs shall be pitched with generous overhangs. The roofing shall be incombustible materials such as shingle, clay tile, cement tile, or metal.
Response:	The proposed convenience store structure has been designed to match the architectural style of existing developments on the surrounding properties in order to satisfy the intent of the Code per Section 515-30(A). Further, Resolution 2018-015 included approval of an exception (OT-141-17) to allow a flat roof for the previously proposed commercial building. The proposed convenience store structure offers roofing of an incombustible material that is designed to match the adjacent development in style and material theme.
Comment:	30(A). Per Section 515-40 Landscaping (A) Street Tree requirements shall be altered to require palm clusters on the ends of landscape buffers parallel to the service pump canopy. The palm clusters shall consist of three (3) palms with a minimum height of thirteen (13) feet.
Response:	Palm clusters are provided per previously approved landscape plans.
Comment:	30(B). Per Section 515-40 Landscaping (B) The use of landscape accents, such as planters and window boxes, shall be incorporated into the overall landscape design of the building and the site.
Response:	Planters are provided at the front facade of the store.
Comment:	30(C). Per Section 515-40 Landscaping (C) The pump service island shall contain planters on the ends equal to the width of the island.
Response:	The project proposes urns at each end of the pump islands and they are noted on the site and landscape plans.

Comment:	30(D). Per Section 515-40 Landscaping (D) Where hedges are utilized and adequate space exists, a tiered effect is required. Also mentioned per Section 510-40.
Response:	Acknowledged and provided.

Stirling Square

Dania Beach, Florida 33004

prepared for:

SALZMAN Real Estate Advisors

traffic statement

TRAFTECH
ENGINEERING, INC.

February 15, 2019

TRAFTECH
ENGINEERING, INC.

Mr. Terry Salzman
SALZMAN Real Estate Advisors
2860 West State Road 84, Suite 118
Dania Beach, Florida 33312

February 15, 2019

Re: Stirling Square – Traffic Impacts Comparison

Traf Tech Engineering, Inc. compared the trip generation associated with the approved Stirling Square mixed-use development with the new updated program. The previously approved project and the new updated program are presented below:

Previously Approved Development

- 125,000 square feet of self storage
- 18,740 square feet of retail space
- 18 fueling positions gasoline station
- Approved project trips = **2,323 daily trips, 94 AM peak hour trips and 179 PM peak hour trips** (refer to Attachment A)

New Updated Program

- 125,000 square feet of self storage
- 21,998 square feet of supermarket
- 3,500 square feet of convenience store with gasoline pumps
- New project trips = **2,028 daily trips, 85 AM peak hour trips and 191 PM peak hour trips** (refer to Attachment B)

As indicated above, the updated program for the Stirling Square mixed-use projec is projected to generate 295 less daily trips, approximately 9 less AM peak hour trips and approximately 12 new trips during the PM peak hour than previously approved. Hence, the new development program has less daily and AM peak hour traffic impacts to the area street system than the traffic impacts analyzed in the approved traffic study for this project. Additionally, only 12 more PM peak hour are generated by the new development program which is insignificant (one new trips every 5 minutes).

TRAF TECH ENGINEERING, INC.

Joaquin E. Vargas, P.E.
Senior Transportation Engineer

8400 N. University Drive, Suite 309, Tamarac, FL 33321 T: 954-582-0988 F: 954-582-0989

ATTACHMENT A

Trip Generation for Previously Approved Traffic Study

TABLE A-1
Trip Generation Summary (Previous Approved Uses)
Stirling Square

Land Use	Size		Daily Trips	AM Peak Hour			PM Peak Hour		
				Total Trips	Inbound	Outbound	Total Trips	Inbound	Outbound
Self-Storage (LUC 151)	125,000	SF	313	18	10	8	33	17	16
Gas Station (LUC 945)	16	FP	2,604	163	82	81	216	108	108
Retail (LUC 820)	18,740	SF	2,287	56	35	21	195	94	101
Gross Trips			**5,204**	**237**	**127**	**110**	**444**	**219**	**225**
Gas Station Internal Trips (-10% AM -19% PM)			-260	-16	-8	-8	-41	-21	-20
Retail Internal Trips (-10% AM -19% PM)			-229	-6	-3	-3	-37	-19	-18
Sub Total			**-489**	**-22**	**-11**	**-11**	**-78**	**-40**	**-38**
Driveway Trips			**4,715**	**215**	**116**	**99**	**366**	**179**	**187**
Pass-by Gas Station (62%/56%)			-1614	-101	-50	-51	-121	-60	-61
Pass-by Retail (34%/34%)			-778	-20	-10	-10	-66	-33	-33
Sub Total			**-2,392**	**-121**	**-60**	**-61**	**-187**	**-93**	**-94**
New Trips			**2,323**	**94**	**56**	**38**	**179**	**86**	**93**

Source: ITE Trip Generation Manual (9th Edition)

Traf Tech
ENGINEERING, INC.

PROPOSED LAND USES

Trip Generation and Internal Capture Summary

Analyst: Vargas
Date: 20-Feb-17
AM Peak Hour

LAND USE A:

ITE LU Code:
SIZE:

Exit to External: 0
Enter from External: 0

	Total	Internal	External
Enter	0	0	0
Exit	0	0	0
Total	0	0	0
%	#DIV/0!	#DIV/0!	#DIV/0!

14% 0 Demand
0 Balanced
8% 3 Demand

50% 0 Demand
0 Balanced
13% 3 Demand

14% 0 Demand
0 Balanced
8% 7 Demand

50% 0 Demand
0 Balanced
13% 11 Demand

LAND USE B: Retail

ITE LU Code: Code 820
SIZE:

Exit to External: 17
Enter from External: 28

	Total	Internal	External
Enter	35	7	28
Exit	21	4	17
Total	56	11	45
%	100%	20%	80%

20% 4 Demand — 4 Balanced — 20% 16 Demand

20% 7 Demand — 7 Balanced — 20% 16 Demand

LAND USE C: Gas Station

ITE LU Code: Code 945
SIZE:

Enter from External: 78
Exit to External: 74

	Total	Internal	External
Enter	82	4	78
Exit	81	7	74
Total	163	11	152
%	100%	7%	93%

Net External Trips for Multi-Use Development

	LAND USE A	LAND USE B	LAND USE C	TOTAL
Enter	0	28	78	106
Exit	0	17	74	91
Total	0	45	152	197
	0	56	163	219

INTERNAL CAPTURE: 10%

PROPOSED LAND USES

Trip Generation and Internal Capture Summary

Analyst: Vargas
Date: 20-Feb-17
PM Peak Hour

LAND USE A:
ITE LU Code:
SIZE:

	Total	Internal	External
Enter		0	0
Exit		0	0
Total	0	0	0
%	#DIV/0!	#DIV/0!	#DIV/0!

Exit to External: 0
Enter from External: 0

41% 0 Demand
0 Balanced
50% 47 Demand

29% 0 Demand
0 Balanced
29% 29 Demand

41% 0 Demand
0 Balanced
50% 54 Demand

41% 0 Demand
0 Balanced
29% 31 Demand

LAND USE B: Retail
ITE LU Code: Code 820
SIZE:

	Total	Internal	External
Enter	94	19	75
Exit	101	20	81
Total	195	39	156
%	100%	20%	80%

0 Exit to External
81
75
Enter from External

20% 20 Demand
20 Balanced
20% 22 Demand

20% 19 Demand
19 Balanced
20% 22 Demand

LAND USE C: Gas Station
ITE LU Code: Code 945
SIZE:

	Total	Internal	External
Enter	108	20	88
Exit	108	19	89
Total	216	39	177
%	100%	18%	82%

Enter from External: 88
89
Exit to External

Net External Trips for Multi-Use Development

	LAND USE A	LAND USE B	LAND USE C	TOTAL
Enter	0	75	88	163
Exit	0	81	89	170
Total	0	156	177	333
	0	195	216	411

INTERNAL CAPTURE
19%

ATTACHMENT B

Trip Generation for New Development Program

TABLE B-1 Trip Generation Summary (New Proposed Uses) Stirling Square									
				AM Peak Hour			PM Peak Hour		
Land Use	Size		Daily Trips	Total Trips	Inbound	Outbound	Total Trips	Inbound	Outbound
Self-Storage (LUC 151)	125,000	SF	189	13	8	5	21	10	11
Supermarket (LUC 850)	21,998	FP	2,772	84	50	34	252	129	123
Convenience Store with Gas (LUC 853)	3,500	SF	2,185	142	71	71	173	87	86
Gross Trips			5,146	239	129	110	446	226	220
Supermkt Internal Trips (-14% AM -16% PM)			-416	-13	-5	-5	-40	-20	-20
C-Store Internal Trips (-14% AM -16% PM)			-328	-21	-3	-2	-28	-14	-14
Sub Total			-744	-34	-8	-7	-68	-34	-34
Driveway Trips			4,402	205	121	103	378	192	186
Pass-by Supermkt (36%/36%)			-998	-30	-15	-15	-91	-45	-61
Pass-by C-Store (34%/34%)			-1377	-89	-45	-7	-114	-57	-33
Sub Total			-2,374	-120	-60	-22	-187	-93	-94
New Trips			2,028	85	61	81	191	99	92

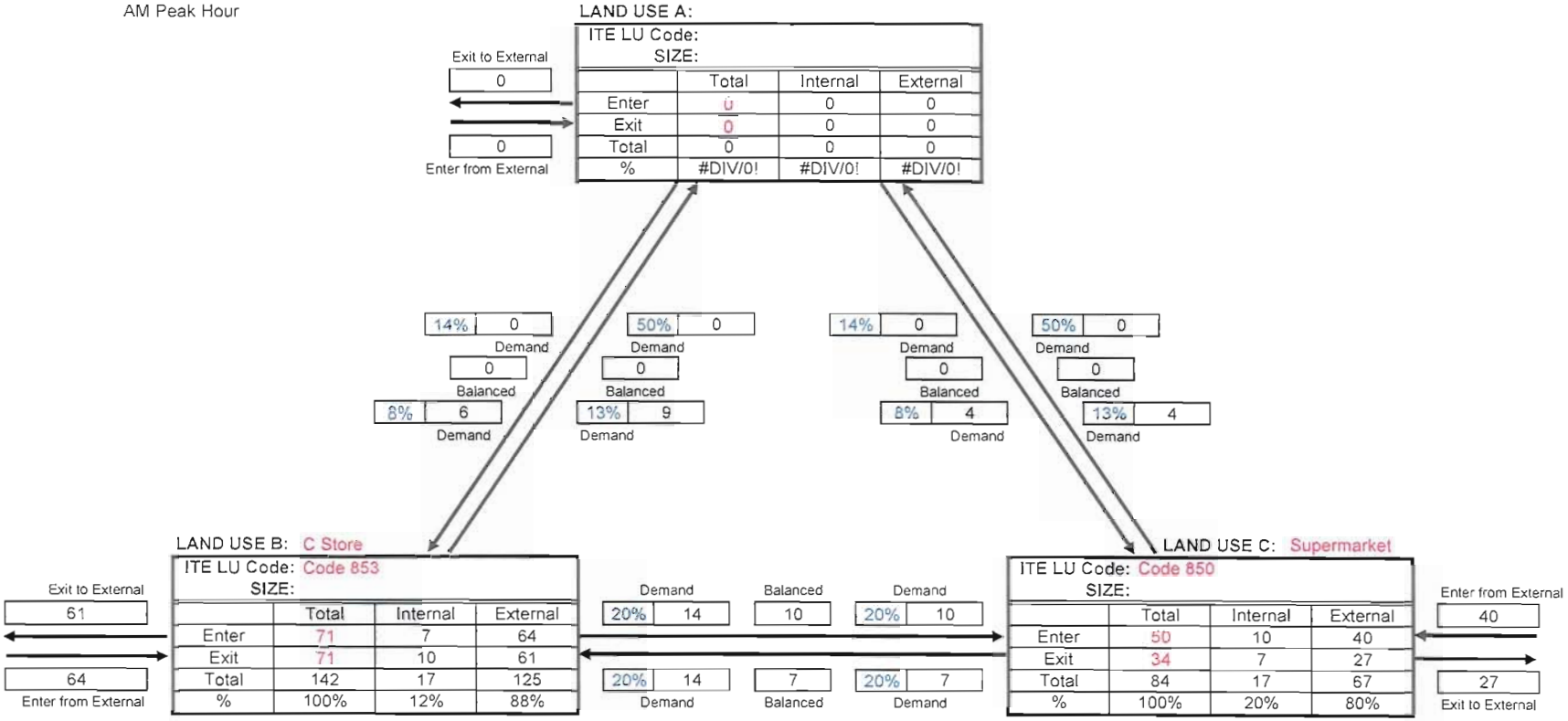
Source: ITE Trip Generation Manual (10th Edition)

Traf Tech
ENGINEERING, INC.

PROPOSED LAND USES

Trip Generation and Internal Capture Summary

Analyst: Vargas
Date: 15-Feb-19
AM Peak Hour



	Total	Internal	External
Enter	0	0	0
Exit	0	0	0
Total	0	0	0
%	#DIV/0!	#DIV/0!	#DIV/0!

	Total	Internal	External
Enter	71	7	64
Exit	71	10	61
Total	142	17	125
%	100%	12%	88%

	Total	Internal	External
Enter	50	10	40
Exit	34	7	27
Total	84	17	67
%	100%	20%	80%

Net External Trips for Multi-Use Development

	LAND USE A	LAND USE B	LAND USE C	TOTAL
Enter	0	64	40	104
Exit	0	61	27	88
Total	0	125	67	192
	0	142	84	226

INTERNAL CAPTURE
15%

PROPOSED LAND USES

Trip Generation and Internal Capture Summary

Analyst: Vargas
Date: 15-Feb-19
PM Peak Hour

LAND USE A:

ITE LU Code:
SIZE:

	Total	Internal	External
Enter		0	0
Exit		0	0
Total	0	0	0
%	#DIV/0!	#DIV/0!	#DIV/0!

Exit to External: 0
Enter from External: 0

41% 0 Demand
0 Balanced
50% 44 Demand

29% 0 Demand
0 Balanced
29% 25 Demand

41% 0 Demand
0 Balanced
50% 65 Demand

41% 0 Demand
0 Balanced
29% 36 Demand

LAND USE B: C Store

ITE LU Code: Code 853
SIZE:

	Total	Internal	External
Enter	87	17	70
Exit	86	17	69
Total	173	35	138
%	100%	20%	80%

0 Exit to External
69
70
Enter from External

20% 17 Demand
17 Balanced
20% 26 Demand

20% 17 Demand
17 Balanced
20% 25 Demand

LAND USE C: Supermarket

ITE LU Code: Code 850
SIZE:

	Total	Internal	External
Enter	129	17	112
Exit	123	17	106
Total	252	35	217
%	100%	14%	86%

Enter from External: 112
106
Exit to External

Net External Trips for Multi-Use Development

	LAND USE A	LAND USE B	LAND USE C	TOTAL
Enter	0	70	112	181
Exit	0	69	106	174
Total	0	138	217	356
	0	173	252	425

INTERNAL CAPTURE
16%

STORMWATER MANAGEMENT REPORT

for

Master Development

NWC Stirling Rd. & Phippen Waiters Rd.
Dania Beach, Florida

Prepared by:

THOMAS
ENGINEERING GROUP

1000 Corporate Drive, Suite 250
Ft Lauderdale, FL 33334
954-202-7000

MICHAEL A. TROXELL
LICENSE
No. 50572
STATE OF FLORIDA
PROFESSIONAL ENGINEER

Michael Troxell, P.E.
Florida Professional Engineer License No. 50572

February 7, 2019

PROJECT DESCRIPTION

The site is located at the NWC of Stirling Rd. & Phippen Waiters Rd. in Dania Beach, FL. The existing site is currently developed with a Aldi food store and a storage warehouse facility is under construction. The project was previously approved under the South Florida Water Management District ERP #06-07696-P and Broward County SWM License #SWM2018-017-0. This modification proposes to replace the proposed retail/restaurant building with a proposed convenience store with car wash and 16 fueling positions. A detailed breakdown of the permitted and proposed land use is provided below.

Table 1 - Land Use Breakdown

	Permitted		**Proposed**	
	Square feet	**Acres**	**Square feet**	**Acres**
Building (footprint)	56,130	1.289	50,912	1.169
Pavement/Sidewalk	126,585	2.906	128,010	2.939
Pervious	57,112	1.311	60,905	1.398
Total Area	239,827	5.506	239,827	5.506

Proposed Drainage

The project will provide exfiltration trench designed in accordance with the County requirements and will provide the required water quality for the site. The length of trench permitted was 1,676 linear feet and the proposed design removes 227 lineal feet for a total of 1,449 lineal feet. The 1,449 lineal feet of trench provides 0.78 acre-feet of storage which equals the required water quality volume. In addition to the exfiltration trench, four wells are have been installed at the site. The actual four wells flow results are 450 gpm, 380 gpm, 350 gpm and 528 gpm per foot of head. The calculations utilized an average discharge rate of 400 GPM/feet of head. The attached ICPR routings model the post-development condition.

Routing Results

The proposed finished floor elevation is 7.00 NAVD, which is one foot above the FEMA base flood elevation of 6.00 NAVD. The Broward County 100-year flood elevation is approximately 5.80 NAVD and the attached ICPR report shows the max stage for the 100-year 3-day storm is 5.58 NAVD based on the revised analysis. The table below shows the revised results from the ICPR routings which are all slightly less than the original permitted stages.

Table 2 - ICPR Routing Results

Storm Event	Maximum Stage from ICPR Routing
10-Year 1-Day	3.75
25-Year 3-Day	5.42
100-Year 3-Day	5.58

Conclusion

Based on the above analysis and the attached calculations, we request that the site be approved.

THOMAS ENGINEERING GROUP
1000 Corporate Drive, Ft. Lauderdale, FL 33334
Tel: 954-202-7000
Fax: 954-202-7070

Date: 2/7/2019
Project: Stirling Square
Project No: F190007

Calculated By: KMA
Checked By: MT

PROPOSED DRAINAGE CALCULATIONS

Design Criteria:

Estimated Seasonal High Water Level: 0.50 NGVD

Proposed Acreages

Lake Areas (A_L):	0	sf	or	0.000 ac
Roof Areas (A_R):	50,912	sf	or	1.169 ac
Paved and Garage Areas (A_P):	128,123	sf	or	2.941 ac
Green Areas (A_G):	60,792	sf	or	1.396 ac
Total (A_T):	239,827	sf	or	5.506 ac

Compute Required Water Quality Volume:

1) Provide at least 1 inch over the developed project:

V_{PRE} = 1 inch x A_T x 1 ft / 12 inches
= 1 x 5.506 / 12
= 0.46 ac-ft or 5.52 ac-in

2) Provide 2.5" over % impervious area:

a) Site Area for water quality pervious/impervious calculation:

A_S = A_T - (A_L + A_R)
= 5.506 - (0 + 1.169)
= 4.34 ac of site area for water quality pervious/impervious

b) Impervious area for water quality pervious/impervious calculation:

A_{IMP}= A_S - A_G
= 4.337 - 1.396
= 2.94 ac of impervious area for water quality pervious/impervious

c) Percent of impervious for water quality calculation:

= A_{IMP} / A_S x 100%
= 2.941 / 4.337 x 100%
= 67.8% impervious

d) For 2.5" times the percent impervious:

= 2.5" x % impervious area
= 2.5 x 0.678
= 1.70 inches to be treated

e) Compute volume required volume for quality detention

V_{PRE} = inches to be treated x (A_T - A_L)
= 1.7 x (5.506 - 0) x 1 foot / 12 inches)
= 0.78 ac-ft or **9.36 ac-in**

3) Since the 9.36 ac-in is greater than the 5.52 ac-in computed for the first inch of runoff the volume of 9.36 ac-in controls.

Date: 2/7/2019
Project: Stirling Square
Project No: F190007

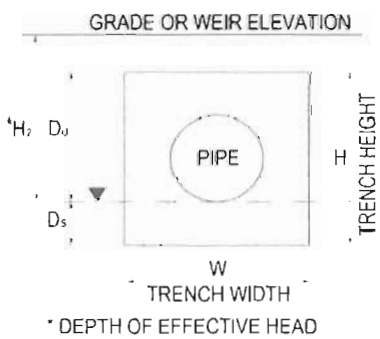
Proposed Trench Calculations

K-Value:

Test Hole #	(cfs/ft^2/ft hd)
E-1	1.50E-04
E-2	1.50E-04
K_{AVG}	1.50E-04

Trench:

Water Table
Elev. 0.50



Elev. 2.50 (Grade or Weir)

Elev. 2.50 (Top of Trench)

Elev. -1.50 (Bottom of Trench)

K =	1.50E-04	cfs/ft^2 - ft head
H_2 =	2.00	ft
W =	8.00	ft
D_u =	2.00	ft
D_s =	2.00	ft
H = Du + Ds =	4.00	ft

Compute Provided Trench Volume:

L = 1,449 feet

V = L x (K(H2W + 2H2Du - Du^2 + 2H2Ds) + (1.39 x 10^-4)Wdu)

V = 9.31 ac-in or 0.78 ac-ft

THOMAS

Date: 2/7/2019
Project: Stirling Square
Project No: F190007

PROPOSED STAGE\STORAGE AREA CALCULATION - Convenience Store/Motor Fuel

Prop. Grades	5.60	3.35	6.75	5.00		6.40	4.50	6.98	5.15						

Stage	Landscape Area Perimeter	Landscape Area		Pavement Area	Sidewalk/ Concrete					Building 7.00	Total Site 1.461
	Area 0.096	Area 0.252	Area	Area 0.913	Area 0.097	Area	Area	Area	Area 0.000	Area 0.10	
	0.000 (ac.-ft.)	0.000 (ac.-ft.)	0.000 (ac.-ft.)	0.000 (ac.-ft.)	0.000 (ac.-ft.)	0.000 (ac.-ft.)	0.000 (ac.-ft.)	0.000 (ac.-ft.)	0.000 (ac.-ft.)	0.000 (ac.-ft.)	
0.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4.00	0.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.01
4.50	0.03	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.03
5.00	0.06	0.00	0.00	0.06	0.00	0.00	0.00	0.00	0.00	0.00	0.12
5.50	0.10	0.02	0.00	0.24	0.00	0.00	0.00	0.00	0.00	0.00	0.36
6.00	0.15	0.07	0.00	0.54	0.02	0.00	0.00	0.00	0.00	0.00	0.78
6.50	0.19	0.16	0.00	0.96	0.05	0.00	0.00	0.00	0.00	0.00	1.36
7.00	0.24	0.28	0.00	1.42	0.09	0.00	0.00	0.00	0.00	0.00	2.03
7.50	0.29	0.41	0.00	1.87	0.14	0.00	0.00	0.00	0.00	0.00	2.71
8.00	0.34	0.54	0.00	2.33	0.19	0.00	0.00	0.00	0.00	0.00	3.39
8.50	0.38	0.66	0.00	2.79	0.24	0.00	0.00	0.00	0.00	0.00	4.07

THOMAS

Date: 2/7/2019
Project: Stirling Square
Project No: F190007

PROPOSED STAGE\STORAGE AREA CALCULATION - Aldi

Prop. Grades	6.95	6.38	6.95	6.00	5.00	7.00	6.40		
	3.57	4.50	5.71	4.00	3.00	6.10	2.75		

Stage	Landscape Area	Pavement Area Low	Pavement Area High	Retention Area 1	Retention Area 2	Sidewalk/ Concrete	Loading Dock		Building 7.00	Total Site 2.667
	Area 0.481	Area 1.187	Area 0.218	Area 0.036	Area 0.054	Area 0.144	Area 0.042	Area 0.000	Area 0.51	
	0.000	0.000	0.000	0.006	0.013	0.000	0.000	0.000	0.000	
	(ac.-ft.)	(ac.-ft.)	(ac.-ft.)	(ac.-ft.)	(ac.-ft.)	(ac.-ft.)	(ac.-ft.)	(ac.-ft.)	(ac.-ft.)	
0.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3.50	0.00	0.00	0.00	0.00	0.01	0.00	0.00	0.00	0.00	0.01
4.00	0.01	0.00	0.00	0.00	0.02	0.00	0.01	0.00	0.00	0.05
4.50	0.06	0.00	0.00	0.00	0.04	0.00	0.02	0.00	0.00	0.13
5.00	0.15	0.08	0.00	0.01	0.07	0.00	0.03	0.00	0.00	0.33
5.50	0.26	0.32	0.00	0.03	0.09	0.00	0.04	0.00	0.00	0.74
6.00	0.42	0.71	0.01	0.04	0.12	0.00	0.06	0.00	0.00	1.36
6.50	0.61	1.26	0.05	0.06	0.15	0.01	0.08	0.00	0.00	2.22
7.00	0.84	1.85	0.15	0.08	0.17	0.07	0.10	0.00	0.00	3.25
7.50	1.08	2.45	0.26	0.10	0.20	0.14	0.12	0.00	0.00	4.33
8.00	1.32	3.04	0.36	0.11	0.23	0.21	0.14	0.00	0.00	5.42
8.50	1.56	3.63	0.47	0.13	0.26	0.28	0.16	0.00	0.00	6.50

8.416437

THOMAS ENGINEERING GROUP

Date: 2/7/2019
Project: Stirling Square
Project No: F190007

PROPOSED STAGE\STORAGE AREA CALCULATION - Johnson

Prop. Grades	7.00	7.00	7.00	7.00	6.00				
	3.50	4.70	5.78	5.50	4.50				

Stage	Landscape Area Around Bldg Area 0.195 0.000 (ac.-ft.)	Pavement Area Area 0.306 0.000 (ac.-ft.)	Sidewalk/ Concrete Area 0.034 0.000 (ac.-ft.)	Landscape Area High Area 0.024 0.000 (ac.-ft.)	Landscape Area Parking Area 0.258 0.000 (ac.-ft.)	Area 0.000 (ac.-ft.)	Area 0.000 (ac.-ft.)	Area 0.000 (ac.-ft.)	Building 7.00 Area 0.56 0.000 (ac.-ft.)	Total Site 1.377
0.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4.00	0.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.01
4.50	0.03	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.03
5.00	0.06	0.01	0.00	0.00	0.02	0.00	0.00	0.00	0.00	0.09
5.50	0.11	0.04	0.00	0.00	0.09	0.00	0.00	0.00	0.00	0.24
6.00	0.17	0.11	0.00	0.00	0.19	0.00	0.00	0.00	0.00	0.48
6.50	0.25	0.22	0.01	0.01	0.32	0.00	0.00	0.00	0.00	0.80
7.00	0.34	0.35	0.02	0.02	0.45	0.00	0.00	0.00	0.00	1.18
7.50	0.44	0.51	0.04	0.03	0.58	0.00	0.00	0.00	0.00	1.59
8.00	0.54	0.66	0.05	0.04	0.71	0.00	0.00	0.00	0.00	2.00
8.50	0.63	0.81	0.07	0.05	0.84	0.00	0.00	0.00	0.00	2.41

Date: 2/7/2019
Project: Stirling Square
Project No: F190007

DESIGN CRITERIA

October Water Elevation	0.50
FEMA Elevation	N/A

PROPOSED LAND USE SUMMARY

Areas:	Square Ft.	Acres	Percent
Lake	0	0.00	0.0%
Building	50,912	1.169	21.2%
Paved and Sidewalk	128,123	2.941	53.4%
Pervious	60,792	1.396	25.3%
Total Area:	239,827	5.506	100.0%

STAGE\STORAGE AREA CALCULATION

Stage	Site Stage-Storage (previous page)	Exfiltration Trench Storage (ac.-ft.)	(ac.-ft.)	Total Storage Area (ac.-ft.)
0.50	0.00	0.00	0.00	0.00
1.00	0.00	0.00	0.00	0.00
1.50	0.00	0.00	0.00	0.00
2.00	0.00	0.00	0.00	0.00
2.50	0.00	0.00	0.00	0.00
3.00	0.00	0.78	0.00	0.78
3.50	0.01	0.78	0.00	0.79
4.00	0.06	0.78	0.00	0.84
4.50	0.18	0.78	0.00	0.96
5.00	0.54	0.78	0.00	1.32
5.50	1.34	0.78	0.00	2.12
6.00	2.62	0.78	0.00	3.40
6.50	4.39	0.78	0.00	5.17
7.00	6.47	0.78	0.00	7.24
7.50	8.64	0.78	0.00	9.41
8.00	10.81	0.78	0.00	11.58
8.50	12.97	0.78	0.00	13.75

Soil Storage

Land Use Summary:

	Acres	Percent
Lake Areas (A_L):	0.000	0.0%
Roof Areas (A_R):	1.169	21.2%
Paved Areas (A_P):	2.941	53.4%
Green Areas (A_G):	1.396	25.3%
Total (A_T):	5.506	100.0%

Compacted Soil Storage per SFWMD Vol. IV Page C-III-1

Depth to Water Table (feet)	Water Storage (inches)
1	0.45
2	1.88
3	4.05
4	6.75

Average Pervious Grade (Elev.):	5.50	
Depth to Water Table:	5.00	ft
Soil Storage at Average Depth (S_S):	6.75	inches

Weighted S value:

= S_S x % Pervious

= 6.75 x 0.253

= **1.71 inches**

Rainfalls

From Figure C-9, 100-Year 3-day Storm = 17.00 inches

From Figure C-8, 25-Year 3-day Storm = 14.50 inches

From Figure C-7, 10-Year 1-day Storm = 8.50 inches

Basins

Name: Site
Group: BASE

Node: Site
Type: SCS Unit Hydrograph CN

Status: Onsite

Unit Hydrograph: Uh256
Rainfall File:
Rainfall Amount(in): 0.000
Area(ac): 5.506
Curve Number: 86.13
DCIA(%): 0.00

Peaking Factor: 256.0
Storm Duration(hrs): 0.00
Time of Conc(min): 10.00
Time Shift(hrs): 0.00
Max Allowable Q(cfs): 999999.000

Nodes

Name: Aquifer
Group: BASE
Type: Time/Stage

Base Flow(cfs): 0.000

Init Stage(ft): 0.500
Warn Stage(ft): 1.000

Time(hrs)	Stage(ft)
0.00	0.500
999.00	0.500

Name: Manhole
Group: BASE
Type: Stage/Volume

Base Flow(cfs): 0.000

Init Stage(ft): 0.500
Warn Stage(ft): 8.500

Stage(ft)	Volume(af)
0.500	0.0000
8.500	0.0010

Name: Site
Group: BASE
Type: Stage/Volume

Base Flow(cfs): 0.000

Init Stage(ft): 0.500
Warn Stage(ft): 8.500

Stage(ft)	Volume(af)
0.000	0.0000
2.500	0.7800
3.000	0.7800
3.500	0.7900
4.000	0.8400
4.500	0.9600
5.000	1.3200
5.500	2.1200
6.000	3.4000
6.500	5.1700
7.000	7.2400
7.500	9.4100
8.000	11.5800
8.500	13.7500

Operating Tables

Name: Weir
Type: Rating Curve
Function: US Stage vs. Discharge

Group: BASE

US Stage(ft)	Discharge(cfs)
2.500	0.00
3.000	0.46
3.500	0.82
4.000	1.34
4.500	1.99
5.000	2.23
5.500	2.67
6.000	3.12
6.500	3.56

```
          7.000            4.01

==========================================================================
==== Drop Structures ==================================================
==========================================================================

         Name: Structure            From Node: Site              Length(ft): 20.00
        Group: BASE                   To Node: Manhole                Count: 1

              UPSTREAM        DOWNSTREAM                 Friction Equation: Automatic
     Geometry: Circular        Circular                 Solution Algorithm: Most Restrictive
     Span(in): 24.00           24.00                               Flow: Both
     Rise(in): 24.00           24.00                  Entrance Loss Coef: 0.000
   Invert(ft): 0.500           0.500                      Exit Loss Coef: 1.000
  Manning's N: 0.013000        0.013000                 Outlet Ctrl Spec: Use dc or tw
 Top Clip(in): 0.000           0.000                     Inlet Ctrl Spec: Use dc
 Bot Clip(in): 0.000           0.000                      Solution Incs: 10

Upstream FHWA Inlet Edge Description:
Circular Concrete: Square edge w/ headwall

Downstream FHWA Inlet Edge Description:
Circular Concrete: Square edge w/ headwall


*** Weir 1 of 1 for Drop Structure Structure ***
                                                                          TABLE
                 Count: 1                        Bottom Clip(in): 0.000
                  Type: Vertical: Mavis            Top Clip(in): 0.000
                  Flow: Both                     Weir Disc Coef: 3.200
            Geometry: Rectangular            Orifice Disc Coef: 0.600

            Span(in): 46.00                          Invert(ft): 2.500
            Rise(in): 12.00                   Control Elev(ft): 2.500


==========================================================================
==== Rating Curves ====================================================
==========================================================================

         Name: Wells                From Node: Manhole                Count: 4
        Group: BASE                   To Node: Aquifer                 Flow: Both

            TABLE            ELEV ON(ft)      ELEV OFF(ft)
       #1: Wells             2.501            2.500
       #2:                   0.000            0.000
       #3:                   0.000            0.000
       #4:                   0.000            0.000


==========================================================================
==== Hydrology Simulations ============================================
==========================================================================

         Name: 100Y-3D
     Filename: S:\2016\Master Development\F160048 - Stirling Road & Philpen-Walters Road, Dania Beach\Project Documents\Drainage

      Override Defaults: Yes
    Storm Duration(hrs): 72.00
          Rainfall File: Sfwmd72
    Rainfall Amount(in): 17.00

Time(hrs)        Print Inc(min)
---------------- ---------------
72.000           10.00

--------------------------------------------------------------------------
         Name: 10Y-1D
     Filename: S:\2016\Master Development\F160048 - Stirling Road & Philpen-Walters Road, Dania Beach\Project Documents\Drainage

      Override Defaults: Yes
    Storm Duration(hrs): 24.00
          Rainfall File: Fdot-24
    Rainfall Amount(in): 8.50

Time(hrs)        Print Inc(min)
---------------- ---------------
24.000           10.00

--------------------------------------------------------------------------
         Name: 25Y-3D
     Filename: S:\2016\Master Development\F160048 - Stirling Road & Philpen-Walters Road, Dania Beach\Project Documents\Drainage

      Override Defaults: Yes
    Storm Duration(hrs): 72.00
          Rainfall File: Sfwmd72
    Rainfall Amount(in): 11.50
```

Time(hrs)	Print Inc(min)
72.000	10.00

==== Routing Simulations ====

Name: 100Y-3D Hydrology Sim: 100Y-3D
Filename: G:\2016\Master Development\F160048 - Stirling Road & Phippen-Walters Road, Dania Beach\Project Documents\Drainage

Execute: Yes Restart: No Patch: No
Alternative: No

Max Delta Z(ft): 1.00 Delta Z Factor: 0.00500
Time Step Optimizer: 10.000
Start Time(hrs): 0.000 End Time(hrs): 72.00
Min Calc Time(sec): 0.0005 Max Calc Time(sec): 60.0000
Boundary Stages: Boundary Flows:

Time(hrs)	Print Inc(min)
72.000	15.000

Group	Run
BASE	Yes

Name: 10Y-1D Hydrology Sim: 10Y-1D
Filename: G:\2016\Master Development\F160048 - Stirling Road & Phippen-Walters Road, Dania Beach\Project Documents\Drainage

Execute: Yes Restart: No Patch: No
Alternative: No

Max Delta Z(ft): 1.00 Delta Z Factor: 0.00500
Time Step Optimizer: 10.000
Start Time(hrs): 0.000 End Time(hrs): 24.00
Min Calc Time(sec): 0.5000 Max Calc Time(sec): 60.0000
Boundary Stages: Boundary Flows:

Time(hrs)	Print Inc(min)
24.000	15.000

Group	Run
BASE	Yes

Name: 25Y-3D Hydrology Sim: 25Y-3D
Filename: G:\2016\Master Development\F160048 - Stirling Road & Phippen-Walters Road, Dania Beach\Project Documents\Drainage

Execute: Yes Restart: No Patch: No
Alternative: No

Max Delta Z(ft): 1.00 Delta Z Factor: 0.00500
Time Step Optimizer: 10.000
Start Time(hrs): 0.000 End Time(hrs): 72.00
Min Calc Time(sec): 0.5000 Max Calc Time(sec): 60.0000
Boundary Stages: Boundary Flows:

Time(hrs)	Print Inc(min)
72.000	15.000

Group	Run
BASE	Yes

Stirling Square - Node Min-Max Report

Name	Group	Simulation	Max Time Stage hrs	Max Stage ft	Warning Stage ft	Max Delta Stage ft	Max Surf Area ft2	Max Time Inflow hrs	Max Inflow cfs	Max Time Outflow hrs	Max Outflow cfs
Aquifer	BASE	100Y-3D	0.00	0.50	1.00	0.0000	0	60.70	9.43	0.00	0.00
Manhole	BASE	100Y-3D	60.70	8.15	8.50	0.0050	113	60.66	9.47	60.70	9.43
Site	BASE	100Y-3D	60.69	5.56	8.50	0.0050	97508	60.00	40.73	60.66	9.47
Aquifer	BASE	10Y-1D	0.00	0.50	1.00	0.0000	0	12.01	4.16	0.00	0.00
Manhole	BASE	10Y-1D	12.01	3.67	8.50	-0.0057	113	11.24	4.63	12.01	4.16
Site	BASE	10Y-1D	12.00	1.75	8.50	0.0050	5020	12.00	4.33	11.24	4.63
Aquifer	BASE	25Y-3D	0.00	0.50	1.00	0.0000	0	60.66	8.98	0.00	0.00
Manhole	BASE	25Y-3D	60.66	5.02	8.50	-0.0058	113	60.61	9.01	60.66	8.98
Site	BASE	25Y-3D	60.64	5.42	8.50	-0.0050	83866	60.00	34.53	60.61	9.01

THOMAS
ENGINEERING GROUP

February 6, 2019

Mr. Raul Cosme
Broward Sheriff's Office
Department of Fire Rescue and Emergency Services
Dania Beach District
103 West Dania Beach Boulevard
Dania Beach, FL 33004

RE: 7-11 Stirling Square Modification
SP-114-17
NW Corner of Stirling Road and Phippens-Waiter Road
Statement of Verification for Fire Protection Water Supply Design

Dear Mr. Cosme,

Thomas Engineering Group will be the engineer of record for the engineering modification for the site design of the proposed project which replaces the previously approved retail/restaurant building with a proposed 3,515 s.f. convenience store with carwash and 16 fueling positions. This letter is based on the required fire flow demand provided by the design professional of record for the buildings which was determined to be 1,500 gallons per minute for the convenience store. A fire flow test was conducted by Black Fire Protection on 12/14/2017 which was utilized for the original site plan approval and for this modification. Based on this we have determined that there is sufficient flow to meet the required fire flow demands for the proposed building. Furthermore, all proposed water main sizing, fire hydrant spacing, and fire hydrant locations for this project will be in compliance with the Broward County Land Use Code and the Florida Fire Prevention Code.

Should you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,

MICHAEL A. TROXELL
LICENSE
No. 50572
STATE OF FLORIDA
PROFESSIONAL ENGINEER

2-7-19

Michael Troxell, P.E.
License No. 50572
FL Bus. Cert. No. 27528

LEGAL DESCRIPTION

PARCEL 1:
ALL OF BLOCK "C" OF "GEORGE M. PHIPPENS SUBDIVISION", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; LESS THE WEST 100 FEET OF THE EAST 130 FEET OF THE SOUTH 185 FEET AND LESS THE EAST 30 FEET FOR COUNTY ROAD, AND LESS THE ADJACENT PORTION OF RIGHT-OF-WAY PARCEL NO. 027 FOR STIRLING ROAD, RECORDED IN OFFICIAL RECORDS BOOK 9140, PAGE 170, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

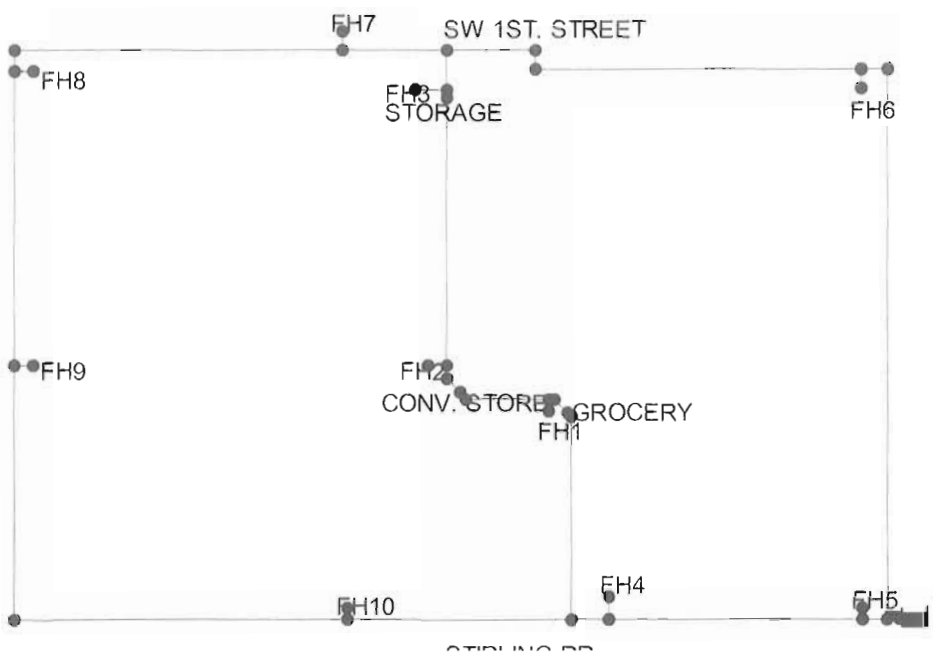
PARCEL 2:
THE WEST 100 FEET OF THE EAST 130 FEET OF THE SOUTH 185 FEET OF BLOCK "C", "GEORGE M. PHIPPENS SUBDIVISION", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; LESS THEREFROM THE ADJACENT PORTION OF RIGHT-OF-WAY PARCEL NO. 027 FOR STIRLING ROAD, RECORDED IN OFFICIAL RECORDS BOOK 9140, PAGE 170, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

PARCEL 3:
LOTS 8, 10 AND 12, BLOCK "B", "GEORGE M. PHIPPENS SUBDIVISION", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.
SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

TOGETHER WITH:
LOTS 2, 4 AND 6, BLOCK B, "GEORGE M. PHIPPENS SUBDIVISION", ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 90, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

SAID LANDS NOW SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

Day 1, 1


FH7
SW 1ST. STREET
FH8
FH3
STORAGE
FH6
FH9
FH2
CONV. STORE
GROCERY
FH1
FH4
FH10
FH5

SIMULATION 1: CONVENIEN STORE BLDG.
REQUIRED FIRE FLOW: 1500 GPM @ 20 PSI MIN.
FIRE FLOW PROVIDED AT FH2: 1500 GPM @ 51.35 PSI

Network Table - Nodes

Node ID	Demand GPM	Head ft	Pressure psi	Quality
Junc 1	0.00	133.18	57.71	0.00
Junc FH10	0.00	133.29	57.75	0.00
Junc 4	0.00	133.36	57.78	0.00
Junc 5	0.00	133.51	57.85	0.00
Junc FH4	0.00	133.51	57.85	0.00
Junc 7	0.00	134.56	58.31	0.00
Junc FH5	0.00	134.56	58.31	0.00
Junc 9	0.00	134.94	58.47	0.00
Junc 10	0.00	133.66	57.92	0.00
Junc 11	0.00	133.29	57.75	0.00
Junc 12	0.00	129.17	55.97	0.00
Junc GROCERY	9.00	128.99	55.89	0.00
Junc 14	0.00	128.66	55.75	0.00
Junc 15	0.00	128.57	55.71	0.00
Junc FH1	0.00	128.57	55.71	0.00
Junc 17	0.00	127.15	55.09	0.00
Junc CONV.STORE	1.45	126.90	54.98	0.00
Junc 19	0.00	126.60	54.86	0.00
Junc 20	0.00	126.37	54.76	0.00
Junc FH2	1500.00	118.51	51.35	0.00
Junc STORAGE	3.50	128.53	55.69	0.00
Junc 23	0.00	128.60	55.72	0.00
Junc FH3	0.00	128.60	55.72	0.00
Junc 25	0.00	129.13	55.95	0.00
Junc 26	0.00	130.25	56.44	0.00
Junc 27	0.00	130.01	56.33	0.00
Junc 28	0.00	133.33	57.77	0.00
Junc FH6	0.00	133.33	57.77	0.00
Junc 30	0.00	130.10	56.37	0.00
Junc FH7	0.00	130.10	56.37	0.00

Node ID	Demand GPM	Head ft	Pressure psi	Quality
Junc 32	0.00	133.16	57.70	0.00
Junc 33	0.00	133.17	57.70	0.00
Junc 34	0.00	133.16	57.70	0.00
Junc FH8	0.00	133.16	57.70	0.00
Junc FH9	0.00	133.17	57.70	0.00
Resvr 2	-1513.95	0.00	0.00	0.00

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Planning
Department

LEGAL DESCRIPTION

PARCEL 1:
ALL OF BLOCK "C" OF "GEORGE M. PHIPPENS SUBDIVISION", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; LESS THE WEST 100 FEET OF THE EAST 130 FEET OF THE SOUTH 185 FEET AND LESS THE EAST 30 FEET FOR COUNTY ROAD, AND LESS THE ADJACENT PORTION OF RIGHT-OF-WAY PARCEL NO. 027 FOR STIRLING ROAD, RECORDED IN OFFICIAL RECORDS BOOK 9140, PAGE 170, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

PARCEL 2:
THE WEST 100 FEET OF THE EAST 130 FEET OF THE SOUTH 185 FEET OF BLOCK "C", "GEORGE M. PHIPPENS SUBDIVISION", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; LESS THEREFROM THE ADJACENT PORTION OF RIGHT-OF-WAY PARCEL NO. 027 FOR STIRLING ROAD, RECORDED IN OFFICIAL RECORDS BOOK 9140, PAGE 170, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

PARCEL 3:
LOTS 8, 10 AND 12, BLOCK "B", "GEORGE M. PHIPPENS SUBDIVISION", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.
SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

TOGETHER WITH:
LOTS 2, 4 AND 6, BLOCK B, "GEORGE M. PHIPPENS SUBDIVISION", ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 90, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

SAID LANDS NOW SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

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

Sheriff Scott Israel

APPLICATION FOR APPROVAL OF THE FIRE PROTECTION WATER SUPPLY DESIGN

Date of Application: 02/07/2019

Site Plan Application #: TBD

Name of Project/Development: Stirling Square - Convenience Store Building

Address of Project/Development: NW corner of Striling Road and Phippen-Waiters Road

Owner/Agent: Michael Troxell / Agent

Design Professional of Record: Michael Troxell, P.E.

Water Purveyor: City of Dania Beach Public Services

Water Purveyor Address: 1201 Stirling Road, Dania Beach, FL 33004

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 V(000) in accordance with NFPA 220.
2. The total fire protection water supply needed for manual firefighting (fire flow) and fire sprinkler/standpipe operations is 1,500 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: 2-7-19

Signature – Design Professional of Record: _____ Date: 2/7/19

BROWARD COUNTY Planning Council

February 19, 2019

Tyler Woolsey
Greenspoon Marder, LLP
200 East Broward Boulevard, Suite 1800
Fort Lauderdale, Florida 33301

Dear Mr. Woolsey:

Re: Platting requirements for a parcel legally described as all of Block C, "George M. Phippens Subdivision," according to the Plat thereof, as recorded in Plat Book 2, Page 90, of the Public Records of Miami-Dade County, Florida, said lands situate, lying and being in Broward County, Florida, together with Parcel A, "Stirling Hill," according to the Plat thereof, as recorded in Plat Book 183, Page 207, of the Public Records of Broward County, Florida, together with Tract A, "Carib Plat," according to the Plat thereof, as recorded in Plat Book 122, Page 45, of the Public Records of Broward County, Florida, less right-of-way dedicated for Stirling Road. This parcel is generally located on the north side of Stirling Road, between Southwest 12 Avenue and Phippen Waiters Road, in the City of Dania Beach.

This letter is in response to your correspondence regarding the Broward County Land Use Plan's platting requirements for a proposed non-residential development on the above referenced parcel.

Regarding the portion of the proposed development located within "Stirling Hill" and "Carib Plat," Planning Council staff has determined that replatting **would not be required** by Policy 2.13.1 of the Broward County Land Use Plan. Policy 2.13.1 does not require replatting of parcels included in plats approved by the Broward County Commission and recorded after June 4, 1953. Information from the Broward County Records, Taxes and Treasury Division indicates that the above referenced plats were recorded on August 16, 2018, and April 10, 1985, respectively.

Regarding the portion of the proposed development located within "George M. Phippens Subdivision," Planning Council staff has determined that replatting **would not be required** by Policy 2.13.1 of the Broward County Land Use Plan for the proposed development, subject to compliance with any applicable Broward County Trafficways Plan requirement. As per the criteria of Policy 2.13.1, replatting is required for the issuance of building permits when constructing a non-residential or multi-family development, unless all of the following conditions are met:

a. The lot or parcel is smaller than 10 acres and is unrelated to any adjacent development;

b. The lot or parcel has been specifically delineated in a recorded plat;

c. All land within the lot or parcel which is necessary to comply with the County Trafficways Plan has been conveyed to the public by deed or easement; and

d. The proposed development is in compliance with the applicable land development regulations.

The entire subject parcel is less than 10 acres (approximately 8.5 acres) and meets the specifically delineated requirement. This platting interpretation is subject to the municipality finding that the proposed development is unrelated to any adjacent development, as noted in "a." above.

It is recommended that you contact Broward County's Planning and Development Management Division at 954-357-6666, to inquire about whether additional County review, such as a plat note modification, may be required. Further, some jurisdictions may be more restrictive and require platting in more situations than the Broward County Land Use Plan. The City of Dania Beach's platting requirements should be investigated.

The contents of this letter are not a judgment as to whether this development proposal complies with the Broward County Trafficways Plan, permitted uses and densities, local zoning, the land development regulations of the municipality or the development review requirements of the Broward County Land Use Plan, including concurrency requirements.

If you have any additional questions regarding the Broward County Land Use Plan's platting requirements, please contact Garrett McAllister, Planner, at your convenience.

Respectfully,

Barbara Blake Boy
Executive Director

BBB:GSM

cc: Colin Donnelly, Assistant City Manager
City of Dania Beach

Marc LaFerrier, AICP, Director, Community Development Department
City of Dania Beach

City of Dania Beach, Florida
Department of Community Development
Planning and Zoning Division
(954) 924-6805 X3643
(954) 922-2687 Fax

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

Standard Development Application

- ☐ Administrative Variance
- ☐ Land Use Amendment
- ☐ Plat
- ☐ Rezoning
- ☒ Site Plan
- ☐ Special Exception
- ☐ Variance
- ☐ Other: Site Plan Amendment

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FEB 07 2019
Planning Department

Date Rec'd: _____

Petition No.: SP-114-17 MD1

(SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)

THIS APPLICATION WILL NOT BE ACCEPTED UNTIL IT IS COMPLETE AND SUBMITTED WITH ALL NECESARRY DOCUMENTS. Refer to the application type at the top of this form and **"Required Documentation"** checklist to determine the supplemental documents required with each application.
For after the fact applications, the responsible contractor of record shall be present at the board hearing. 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: 800 Stirling Road

Lot(s): _____ Block: C Subdivision: Geo M. Phippens Subdivision

Recorded Plat Name: Geo M. Phippens Subdivision PB2-P90 MDCR

Folio Number(s): 5042-34-05-0150 Legal Description: See attached

Applicant/Consultant/Legal Representative **(circle one)** Dennis D. Mele, Esq. (Greenspoon Marder LLP)

Address of Applicant: 200 E. Broward Boulevard, Suite 1800, Fort Lauderdale, FL 33301

Business Telephone: (954) 527-2409 Home: (954) 527-2409 Fax: (954) 333-4009

E-mail address: dennis.mele@gmlaw.com CC:tyler.woolsey@gmlaw.com

Name of Property Owner: Stirling Square, LLC

Address of Property Owner: 2860 W. State Road 84, Suite 118, Dania Beach, FL 33004

Business Telephone: (954) 358-3910 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: 5.505 Gross Acreage: 5.505 Prop. Square Footage: 151,428

Existing Use: Retail Proposed Use: Motor Fuel Pumps, Retail

Updated 02/2017

Is property owned individually, by a corporation, association, or a joint venture? LLC

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 Greenspoon Marder 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: _____
(Owner / Agent signature*)

BEFORE ME THIS 7th **DAY OF** Feb**, 20**19

By:

Robert Shapiro
(Print name of person acknowledging)

_____
(Joint owner signature if applicable)

Notary _____

(Signature of Notary Public – State of Florida**)**

KRYSTAL MICHELLE RODRIGUEZ
State of Florida-Notary Public
Commission # GG 205756
My Commission Expires
August 02, 2022

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.

AVIATION DEPARTMENT - Fort Lauderdale-Hollywood International Airport
2200 SW 45th Street, Suite 101 • Dania Beach, Florida 33312 • 954-359-6100

May 7, 2019

Marc LaFerrier, AICP
Planning Director
City of Dania Beach
100 West Dania Beach Blvd
Dania Beach, FL 33004

RE: Proposed 7-Eleven Convenience Store (at Stirling Square)
800 Stirling Road, Dania Beach, FL
Broward County Aviation Department (BCAD) Conditional Approval Letter

Dear Mr. LaFerrier:

The Broward County Aviation Department (BCAD) has reviewed the proposed 7-Eleven Convenience Store (at Stirling Square) site plan located south east 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

- **Unless submitted to BCAD for additional review, no building, structure or vegetation located on the 7-Eleven Convenience Store portion of the site may exceed a maximum height of 27 feet (AMSL).** The maximum height limitation reflects the 7 foot FFE (as shown on Site Plan sheet SP-02) and the elevation of the building parapet of 20 feet (as shown on Review Road Elevations sheet R0.01).

- 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 7-Eleven Convenience Store (at Stirling Square) site plan and it is based on the following documents submitted by the applicant:

- Overall Site Plan Sheet SP-02 by Thomas Engineering Group, dated 2/17/2019
- Review Road Elevations Sheet R0.01 and R0.02, by Bates & Associates Architects dated 1/14/2019
- Boundary and Topographic Survey by Pulice Land Surveyors, Inc. dated 01/20/2017
- FAA Determination of No Hazard to Air Navigation Letter (ASN: 2017-ASO-25785-OE) dated January 26, 2018 (*Note – this letter was considered for reference only*)

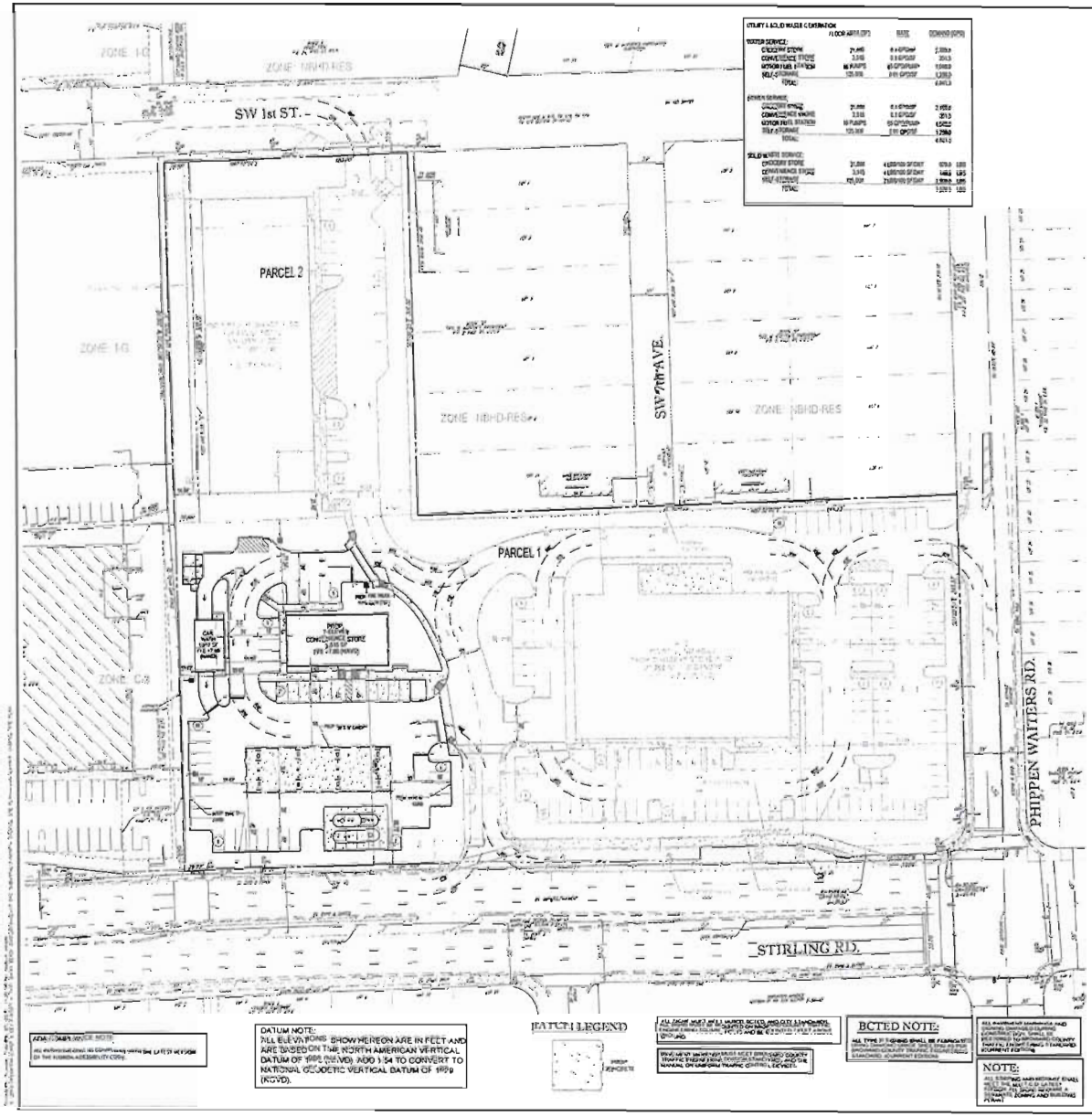
If the above proposed plans are revised substantially from those submitted for this review, BCAD requests that the revised development plans be submitted for an additional review.

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: Tyler.Woolsey@gmlaw.com
Michael P. Pacitto, P.G., Director Planning and Environmental



UTILITY & SOLID WASTE CONSUMPTION

	FLOOR AREA (SF)	RATE	DEMAND (GPD)
WATER SERVICE:			
GROCERY STORE	21,998	0.1 GPD/SF	2,200.0
CONVENIENCE STORE	3,515	0.1 GPD/SF	351.5
MOTOR FUEL STATION	16 PUMPS	50 GPD/PUMP	1,000.0
SELF-STORAGE	125,000	0.01 GPD/SF	1,250.0
TOTAL			4,801.5
SEWER SERVICE:			
GROCERY STORE	21,998	0.1 GPD/SF	2,199.8
CONVENIENCE STORE	3,515	0.1 GPD/SF	351.5
MOTOR FUEL STATION	16 PUMPS	50 GPD/PUMP	1,000.0
SELF-STORAGE	125,000	0.01 GPD/SF	1,250.0
TOTAL			4,801.3
SOLID WASTE SERVICE:			
GROCERY STORE	21,998	4.0 LBS/100 SF/DAY	879.9 LBS
CONVENIENCE STORE	3,515	4.0 LBS/100 SF/DAY	140.6 LBS
SELF-STORAGE	125,000	2.0 LBS/100 SF/DAY	2,500.0 LBS
TOTAL			3,520.5 LBS

S I T E D A T A

NAME OF PROJECT: STIRLING SQUARE

SECTION, TOWNSHIP, RANGE: 18/52S/43E

PARCEL ID NUMBER:
Folio No. 5042-34-05-0110 / SW 1 Street, Dania Beach, FL 33004
Folio No. 5042-34-05-0100 / SW 1 Street, Dania Beach, FL 33004
Folio No. 5042-34-05-0101 / SW 1 Street, Dania Beach, FL 33004
Folio No. 5042-34-05-0100 / SW 1 Street, Dania Beach, FL 33004
Folio No. 5042-34-05-0150 / SW 7th Street, Dania Beach, FL 33004
Folio No. 5042-34-05-0160 / 602 Stirling Road, Dania Beach, FL 33004

FEMA FLOOD ZONE: AE & AH 6 (ELEVATION 6.00) PER FIRM PANEL 12011C0307H

TYPE OF CONSTRUCTION/ BLDG AREA: GROCERY STORE - TYPE II(000)/ 21,998 SF
CONVENIENCE STORE/SERVICE STATION/CARWASH - TYPE II(000)/ 4,532 SF
SELF-STORAGE BLDG - TYPE II(000)/ 125,000 SF

SITE AREA:

GROSS SITE AREA:	5.5051 AC	(239,823 SF)
LESS R.O.W. DEDICATION (STIRLING RD):	0.1371 AC	(5,974 SF)
PLUS R.O.W. VACATION (20' ALLEY):	0.1377 AC	(6,000 SF)
NET SITE AREA:	5.5057 AC	(239,824 SF)

	PARCEL 1	PARCEL 2
PROPOSED USE:	GROCERY STORE, CONVENIENCE STORE/MOTOR FUEL STATION/CARWASH	STORAGE FACILITY
FUTURE LAND USE DESIGNATION:	RAC (REGIONAL ACTIVITY CENTER)	RAC (REGIONAL ACTIVITY CENTER)
EXISTING ZONING DISTRICT:	C-3 (GENERAL BUSINESS)	NBHD (MU NEIGHBORHOOD MIXED USE)
PROPOSED ZONING:	C-3 (GENERAL BUSINESS)	I-G (INDUSTRIAL, RESEARCH, OFFICE, AND COMMERCIAL DISTRICT)

	PARCEL 1 REQUIRED	PARCEL 1 PROPOSED	PARCEL 2 REQUIRED	PARCEL 2 PROPOSED
LOT - MINIMUM				
AREA (SF)	4,000	179,839	20,000	59,9989
WIDTH (FEET)	30	644.76	100	199.97
DEPTH (FEET)	60	268.39	150	299.94
DENSITY- MAXIMUM (FAR)	N/A	0.15	N/A	2.08
BULK - MAXIMUM				
HEIGHT (STORIES/FEET)	2/35', 3/40'	1/16.67' GROCERY 1/15.33' CONV. STORE	N/A/35'	1/58.00' STORAGE BLDG
COVERAGE (PERCENT):	70	14.8	70	40.6
IMPERVIOUS AREA				
PERCENT:	75	77.7	80	65.4
SF	134,879	139,606	47,932	39,254
YARD - MINIMUM (FEET)				
NORTH (P1 -REAR, P2-FRONT)	10'	46.74	35	31.99
EAST (P1-CORNER, P2-SIDE)	10'	135.26	75	53.94
SOUTH (P1-FRONT, P2-REAR)	10'	69.75	75	21.48
WEST (P1 -SIDE, P2-SIDE)	10'	13.42	25	14.72

NOTES
1 P1 = PARCEL 1, P2=PARCEL

SITE AREA BREAKDOWN

	PARCEL 1		PARCEL 2		TOTAL			
PROPOSED FLOOR AREA:	3.473 AC		(151,480 SF)					
IMPERVIOUS	SF	ACRES	SF	ACRES	SF	ACRES		
BUILDINGS (GROUND)	20,520	0.61	14.8%	24,392	0.56	45.6%	50,912	1.17	21.2%
PAVEMENT	101,012	2.32	58.2%	13,438	0.31	22.4%	114,449	2.63	47.7%
SIDEWALKS/RAMPS	12,127	0.28	8.7%	1,424	0.03	2.4%	13,551	0.31	5.7%
TOTAL IMPERVIOUS	133,659	3.21	77.7%	39,254	0.90	65.4%	178,912	4.11	74.6%
PERVIOUS AREA									
GREEN SPACE	46,159	0.92	22.3%	20,735	0.48	34.6%	66,505	1.49	25.4%
TOTAL AREA	179,818	4.13	100.0%	59,990	1.38	100.0%	239,828	5.51	100.0%

PARKING ANALYSIS

PARCEL 1:
REQUIRED

USE	BLDG AREA (SF)	RATE	SPACES
RETAIL (GROCERY)	21,998	1 SPV 300 SF	73.3
CONVENIENCE STORE/MOTOR FUEL STATION/CARWASH	3,515	1 SP/250SF	14.1
TOTAL			87.4 = 88

PROVIDED: REGULAR 164 SPACES; ADA SPACES 6 SPACES; TOTAL 170 SPACES

BICYCLE PARKING (10%): 17 SPACES REQUIRED, 18 PROVIDED

PARCEL 2:
REQUIRED

USE	BLDG AREA (SF)	RATE	SPACES
SELF-STORAGE	124,000	1 SP/ 2,000 SF	62.5 = 63

PROVIDED: REGULAR 18 SPACES; ADA SPACES 1 SPACES; TOTAL 19 SPACES*

BICYCLE PARKING (10%): 2 SPACES REQUIRED, 2 SPACES PROVIDED

*PARKING VARIANCE GRANTED FOR SELF-STORAGE FACILITY

LOADING

	FLOOR AREA	REQUIRED	PROVIDED
PARCEL 1			
RETAIL (GROCERY)	21,998	1 SPACE	1 SPACE
CONVENIENCE STORE/MOTOR FUEL STATION/CARWASH	3,515	0 SPACE	1 SPACE
PARCEL 2			
SELF-STORAGE	124,000	0 SPACE	0 SPACE

THOMAS

811 KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG

PERMIT SET

STIRLING SQUARE
NWC OF
STIRLING RD. &
PHIPPEN WAITERS RD.
FOR
MASTER
DEVELOPMENT

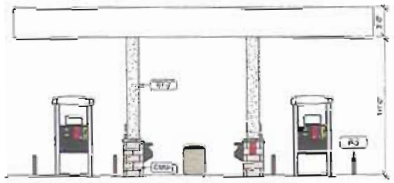
DANIA BEACH
FLORIDA

THOMAS

MICHAEL A. TROXELL

SHEET TITLE:
OVERALL SITE PLAN

SHEET NUMBER:
SP-02



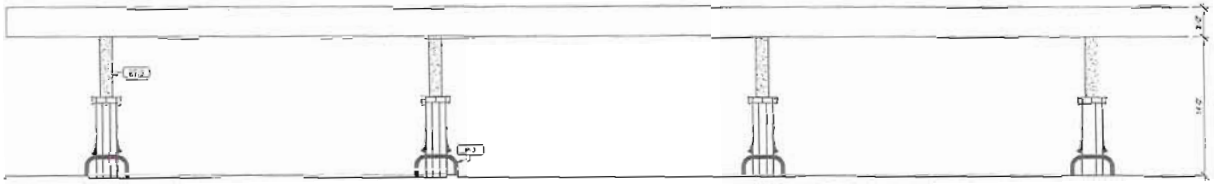
6 RDE FUEL CANOPY - SHORT
3/16" = 1'-0"

7 NICHIHA VINTAGE WOOD - CEDAR
3/16" = 1'-0"

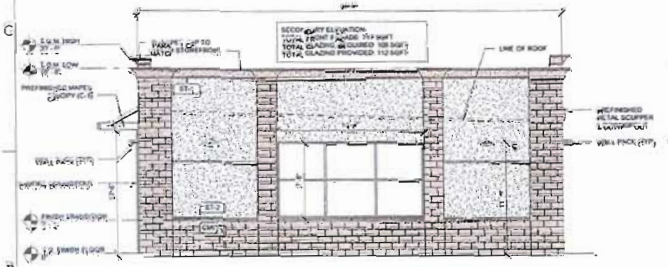
EXTERIOR MATERIALS SCHEDULE

(NOT ALL MATERIALS IN SCHEDULE ARE USED)

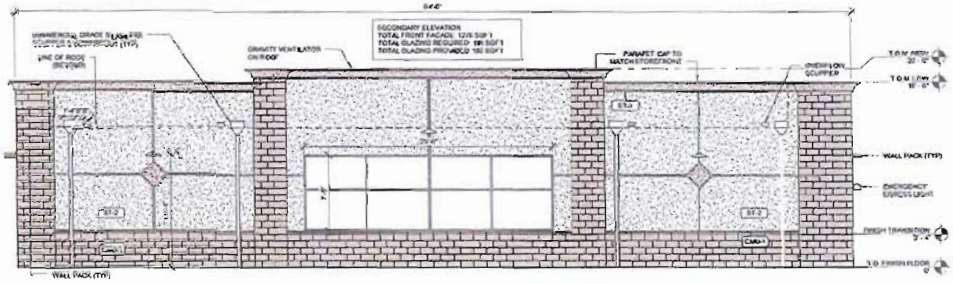
MARK	MATERIAL	MANUFACTURER	COLOR
MB-1	MEMBRANE ROOFING	DURALAST	WHITE
F-3	EXTERIOR HM DOORS, FRAMES, TRASH ENCLOSURE GATE, GRAVEL GUARDS, AND LIGHT POLES	SHERWIN WILLIAMS	SEAL SKIN SW 7025
F-5	EXTERIOR BOLLARDS	SHERWIN WILLIAMS	SEAL SKIN SW 7025
S-1	ALUMINUM STOREFRONT GLAZING, CAP FLASHING	KAWNEER	CLEAR ANODIZED
C-1	PREFINISHED ALUMINUM CANOPY	MAPES LUMISHADE CANOPY	NATURAL BRUSHED ALUMINUM
ST-1	STUCCO	DRYVIT OR EQUAL	PAINTED P-1
ST-2	STUCCO	DRYVIT OR EQUAL	PAINTED P-2
CMU-1	MASONRY BLOCK	TBD	PAINTED (P-1)
P-1	PAINTED CMU BLOCK	SHERWIN WILLIAMS	BALANCED BEIGE SW 7037
A-2	AWNING, GUTTERS, DOWNSPOUTS, WALL PACK		NATURAL BRUSHED ALUMINUM
WD-1	NICHIHA VINTAGE WOOD	NICHIHA	CEDAR



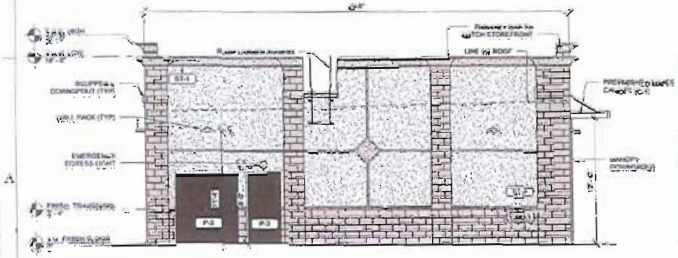
5 RDE FUEL CANOPY - LONG
3/16" = 1'-0"



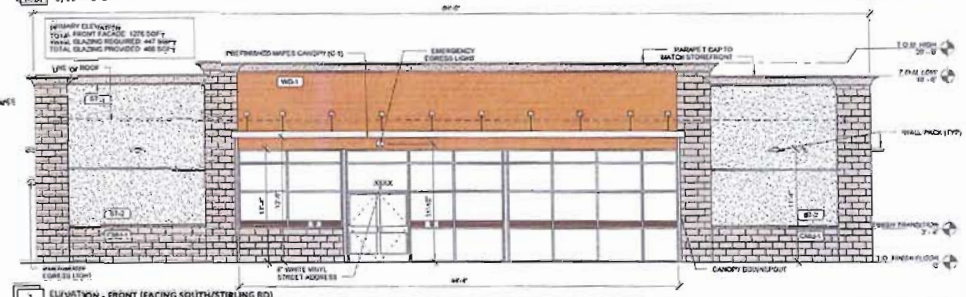
4 ELEVATION - RIGHT (FACING EAST/PROPOSED ALDI)
3/16" = 1'-0"



3 ELEVATION - REAR (FACING NORTH/PROPOSED STORAGE BLDG)
3/16" = 1'-0"



2 ELEVATION - LEFT SIDE (FACING WEST/CAR WASH)
3/16" = 1'-0"



1 ELEVATION - FRONT (FACING SOUTH/STIRLING RD)
3/16" = 1'-0"

bates

PRDD 08-21-2017

7-ELEVEN STORE
STIRLING ROAD & PHIPPEN WATERS ROAD
DANIA BEACH, FL 33004

CREIGHTON CONSTRUCTION & MANAGEMENT, LLC
500 SW PINE ISLAND ROAD, SUITE 202
CAPE CORAL, FL

NOT FOR CONSTRUCTION

01/14/19

Architect Name - RYAN M FAUST
Architect Number - AR97805

REVISIONS

NO.	DATE	DESCRIPTION

PROJECT NUMBER 18217
RELEASE DATE 01/14/19

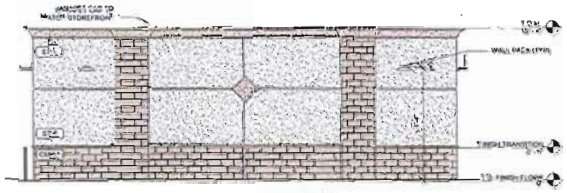
REVIEW BOARD ELEVATIONS

R0.01

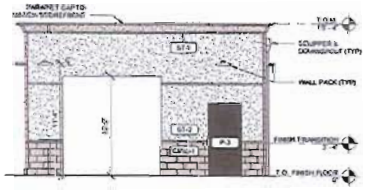
6 RBE DUMPSTER ENCLOSURE - FRONT
3/16" = 1'-0"

5 RBE DUMPSTER ENCLOSURE - SIDE
3/16" = 1'-0"

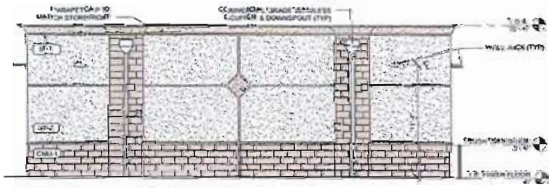
EXTERIOR MATERIALS SCHEDULE			
(NOT ALL MATERIALS IN SCHEDULE ARE USED)			
NO.	MATERIAL	MANUFACTURER	COLOR
MM-1	MEMBRANE ROOFING	DURALAST	WHITE
P-3	EXTERIOR HM DOORS, FRAMES, TRASH ENCLOSURE GATE, GRAVEL GUARDS, AND LIGHT POLES	SHERWIN WILLIAMS	SEAL SAW SW 7025
P-6	EXTERIOR BOLLARDS	SHERWIN WILLIAMS	SEAL SAW SW 7025
S-1	ALUMINUM STOREFRONT GLAZING, CAP FLASHING	KAWNEER	CLEAR ANODIZED
C-1	PREFINISHED ALUMINUM CANOPY	MAPES & MARKHADE CANOPY	NATURAL BRUSHED ALUMINUM
ST-1	STUCCO	DRYVIT OR EQUAL	PAINTED P-1
ST-2	STUCCO	DRYVIT OR EQUAL	PAINTED P-2
CMU-1	MASONRY BLOCK	TBD	PAINTED (P-1)
P-1	PAINTED CMU BLOCK	SHERWIN WILLIAMS	SALAMANDER SW 7017
P-2	AWNING, GUTTERS, DOWNSPOUTS, WALL PACK		NATURAL BRUSHED ALUMINUM
WD-1	MICHIGAN VINTAGE WOOD	MICHIGAN	CLEAR



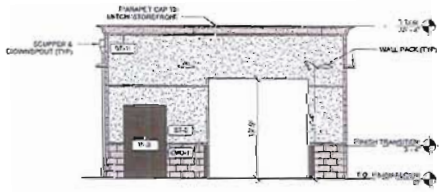
4 RBE CAR WASH - WEST SIDE
3/16" = 1'-0"



3 RBE CAR WASH - EXIT (SOUTH)
3/16" = 1'-0"



2 RBE CAR WASH - EAST SIDE
3/16" = 1'-0"



1 RBE CAR WASH - ENTRANCE (NORTH)
3/16" = 1'-0"

bates

PROTO 08-21-2012

7-ELEVEN STORE
STIRLING ROAD & PHIPPEN WATERS ROAD
DANIA BEACH, FL 33004

CREIGHTON CONSTRUCTION & MANAGEMENT, LLC.
5100 SW PINE ISLAND ROAD, SUITE 202
CAPE CORAL, FL

NOT FOR CONSTRUCTION

01/14/15

Architect Name - STAN M FAUST
Architect Number - AR97905

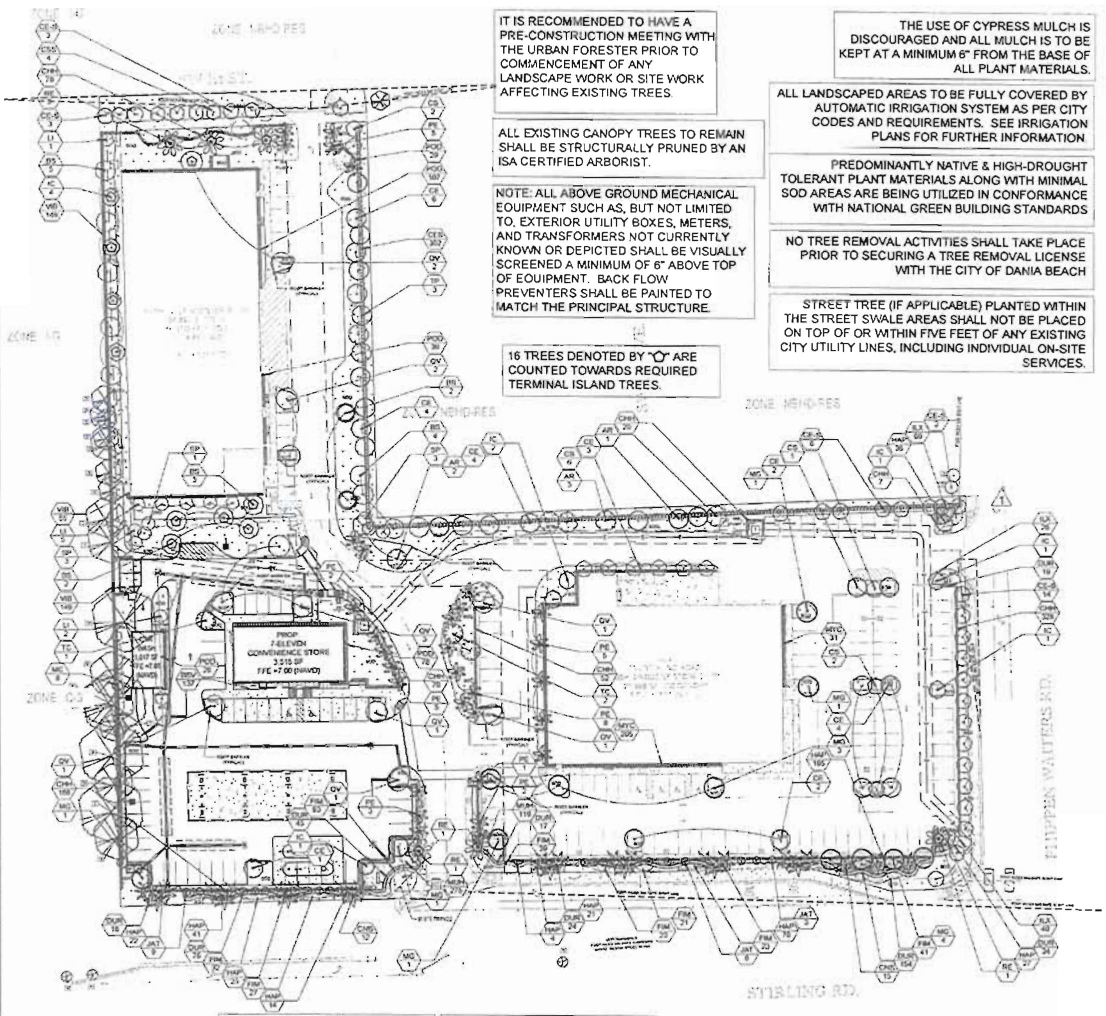
REVISIONS

NO.	DATE	DESCRIPTION

PROJECT NUMBER 18217
RELEASE DATE 01/14/15

REVIEW BOARD ELEVATIONS

R0.02



IT IS RECOMMENDED TO HAVE A PRE-CONSTRUCTION MEETING WITH THE URBAN FORESTER PRIOR TO COMMENCEMENT OF ANY LANDSCAPE WORK OR SITE WORK AFFECTING EXISTING TREES.

ALL EXISTING CANOPY TREES TO REMAIN SHALL BE STRUCTURALLY PRUNED BY AN ISA CERTIFIED ARBORIST.

NOTE: ALL ABOVE GROUND MECHANICAL EQUIPMENT SUCH AS, BUT NOT LIMITED TO, EXTERIOR UTILITY BOXES, METERS, AND TRANSFORMERS NOT CURRENTLY KNOWN OR DEPICTED SHALL BE VISUALLY SCREENED A MINIMUM OF 6" ABOVE TOP OF EQUIPMENT. BACK FLOW PREVENTERS SHALL BE PAINTED TO MATCH THE PRINCIPAL STRUCTURE.

16 TREES DENOTED BY "◯" ARE COUNTED TOWARDS REQUIRED TERMINAL ISLAND TREES.

THE USE OF CYPRESS MULCH IS DISCOURAGED AND ALL MULCH IS TO BE KEPT AT A MINIMUM 6" FROM THE BASE OF ALL PLANT MATERIALS.

ALL LANDSCAPED AREAS TO BE FULLY COVERED BY AUTOMATIC IRRIGATION SYSTEM AS PER CITY CODES AND REQUIREMENTS. SEE IRRIGATION PLANS FOR FURTHER INFORMATION.

PREDOMINANTLY NATIVE & HIGH-DROUGHT TOLERANT PLANT MATERIALS ALONG WITH MINIMAL SOD AREAS ARE BEING UTILIZED IN CONFORMANCE WITH NATIONAL GREEN BUILDING STANDARDS

NO TREE REMOVAL ACTIVITIES SHALL TAKE PLACE PRIOR TO SECURING A TREE REMOVAL LICENSE WITH THE CITY OF DANIA BEACH

STREET TREE (IF APPLICABLE) PLANTED WITHIN THE STREET SWALE AREAS SHALL NOT BE PLACED ON TOP OF OR WITHIN FIVE FEET OF ANY EXISTING CITY UTILITY LINES, INCLUDING INDIVIDUAL ON-SITE SERVICES.

PLANT SCHEDULE 7-11

TREES	CODE	QTY	COMMON NAME	BOTANICAL NAME	SPECIFICATIONS	CALIPER	HEIGHT	SPREAD	NATIVE	XERIC	REMARKS
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

LANDSCAPE WORK IN MEDIAN WILL REQUIRE AN FDOT LANDSCAPE PERMIT.

ALL SOD SHALL BE ST. AUGUSTINE 'FLORITAM' SOLID SOD UNLESS OTHERWISE NOTED

ALL COMPACTED SOIL, ROAD ROCK AND EXCESS DEBRIS SHALL BE REMOVED AND A 24" LAYER OF SOIL FAVORABLE TO TREE AND SHRUB GROWTH AND SUSTAINABILITY EXISTS OVER ALL PLANTING AREAS. SOIL COMPOSITION SHOULD CONTAIN 2-4% OR ORGANIC MATTER WITH REMOVAL OF ANY LARGE ROCKS OR DEBRIS, LARGE THAN A LEMON.

NOTE: ALL EXISTING SOIL WITHIN LANDSCAPE AREAS ADJACENT TO VEHICULAR USE AREAS IS REQUIRED TO BE REMOVED, INSPECTED AND THEN REPLACED WITH A 60/40 MIX OF SAND TO TOPSOIL.

PLEASE REFER TO SHEET L-4 FOR CODE REQUIREMENTS CHART AND PLANTING DETAILS; SHEET L-5 FOR LANDSCAPE GENERAL NOTES, AND; SHEETS L-1 AND L-2 FOR TREE DISPOSITION PLANS.

POLES AND TIES ARE TO BE REMOVED PRIOR TO PLANTING. TREES ARE TO BE ABLE TO STAND WITHOUT SUPPORT. THOSE THAT CANNOT STAND UPRIGHT ALONE WILL BE REJECTED.

THE USE OF SISAL STRAPPING/ROPE IS REQUIRED TO BE INCORPORATED AROUND THE TREE WHEN WELLINGTON TAPE IS USED TO STABILIZE THE PLANTING.

N W E S

THOMAS

811 KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG

PERMIT SET

PROJECT
STIRLING SQUARE
NWC OF
STIRLING RD. &
PHIPPEN WAITERS RD.
FOR
MASTER
DEVELOPMENT

DANIA BEACH
FLORIDA

THOMAS

LANDSCAPE PLAN

SHEET NUMBER
L-3

LEGEND

	CONCRETE
	ASPHALT PAVEMENT
	ELEVATION
—x—x—	OVERHEAD WIRES
—s—	UNDERGROUND STORM SEWER LINE
—SS—	UNDERGROUND SANITARY SEWER LINE
℄	CENTERLINE
O.R.B.	OFFICIAL RECORDS BOOK
B.C.R.	BROWARD COUNTY RECORDS
M.D.C.R.	MIAMI-DADE COUNTY RECORDS
P.R.M.	PERMANENT REFERENCE MONUMENT
TP	TRAVERSE POINT (FOR FIELD INFORMATION ONLY)
R	RADIUS
CA	CENTRAL ANGLE
A	ARC LENGTH
	PALM TREE
	OAK TREE
	MAHOGANY TREE
	BLACK OLIVE TREE
	COMMON LIMBA TREE
	WILD TAMARIND TREE
	FORCE DE LEON TREE
	UNIDENTIFIED TREE

NOTES:

1) THIS SITE CONTAINS 225,648 SQUARE FEET (5.1808 ACRES) MORE OR LESS.
2) ELEVATIONS ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988. BROWARD COUNTY BENCHMARK: 1131; ELEVATION: 8.02 FEET.
3) FLOOD ZONE: N/A; BASE FLOOD ELEVATION: N/A; PANEL: N/A; MAP DATE: 08/18/14.
4) THIS SITE LIES IN SECTION 34, TOWNSHIP 50 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA.
5) BEARINGS ARE BASED ON THE WEST LINE OF TRACT "A" BEING N00°16'57"W.
6) REASONABLE EFFORTS WERE MADE REGARDING THE EXISTENCE AND THE LOCATION OF UNDERGROUND UTILITIES. THIS FIRM, HOWEVER, DOES NOT ASSUME RESPONSIBILITY FOR THIS INFORMATION. BEFORE EXCAVATION OR CONSTRUCTION CONTACT THE APPROPRIATE UTILITY COMPANIES FOR FIELD VERIFICATION.
7) THIS SURVEY IS CERTIFIED EXCLUSIVELY TO: MASTER DEVELOPMENT PARTNERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY; OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY.
8) THE HORIZONTAL POSITIONAL ACCURACY OF WELL DEFINED IMPROVEMENTS ON THIS SURVEY IS ±0.1'; THE VERTICAL ACCURACY OF ELEVATIONS OF WELL DEFINED IMPROVEMENTS ON THIS SURVEY IS ±0.1'.
9) THIS SITE CONTAINS 78 TOTAL PARKING SPACES (78 REGULAR & 0 DISABLED).
10) THIS SURVEY WAS PREPARED WITH BENEFIT OF COMMITMENT FOR TITLE INSURANCE, FUND FILE NUMBER: 394986, PREPARED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY; EFFECTIVE DATE: DECEMBER 19, 2016 AT 11:00 PM. THE FOLLOWING ITEMS ARE SCHEDULE B-II EXCEPTIONS TO SAID COMMITMENT:
ITEMS 1, 2, 3 & 4-STANDARD EXCEPTIONS NOT ADDRESSED.
ITEM 5-EASEMENTS AND DEDICATIONS IN PLAT BOOK 2, PAGE 90, AFFECT THIS SITE AS DEPICTED HEREON.
ITEMS 6 & 7-NOT ADDRESSED.
11) THIS SURVEY WAS PREPARED WITH BENEFIT OF COMMITMENT FOR TITLE INSURANCE, FUND FILE NUMBER: 403249, PREPARED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY; EFFECTIVE DATE: JANUARY 12, 2017 AT 11:00 PM. THE FOLLOWING ITEMS ARE SCHEDULE B-II EXCEPTIONS TO SAID COMMITMENT:
ITEMS 1, 2, 3 & 4-STANDARD EXCEPTIONS NOT ADDRESSED.
ITEM 5-NOT ADDRESSED.
ITEM 6-ALL MATTERS IN PLAT BOOK 2, PAGE 90, AFFECT THIS SITE AS DEPICTED HEREON.

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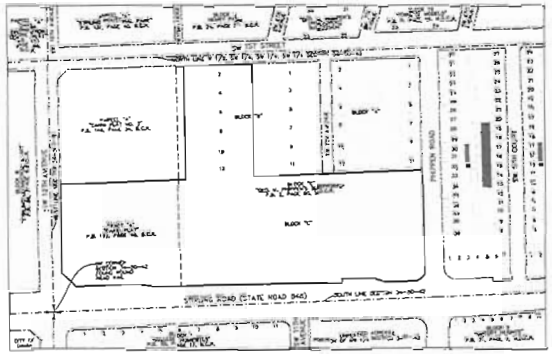


VICINITY MAP
1"=150'

LEGAL DESCRIPTION:

PARCEL 1:
ALL OF BLOCK "C" OF "GEORGE M. PHIPPENS SUBDIVISION", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; LESS THE WEST 100 FEET OF THE EAST 130 FEET OF THE SOUTH 185 FEET AND LESS THE EAST 30 FEET FOR COUNTY ROAD, AND LESS THE ADJACENT PORTION OF RIGHT-OF-WAY PARCEL NO. 027 FOR STIRLING ROAD, RECORDED IN OFFICIAL RECORDS BOOK 9140, PAGE 170, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

PARCEL 2:
THE WEST 100 FEET OF THE EAST 130 FEET OF THE SOUTH 185 FEET OF BLOCK "C", "GEORGE M. PHIPPENS SUBDIVISION", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; LESS THEREFROM THE ADJACENT PORTION OF RIGHT-OF-WAY PARCEL NO. 027 FOR STIRLING ROAD, RECORDED IN OFFICIAL RECORDS BOOK 9140, PAGE 170, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

PARCEL 3:
LOTS 8, 10 AND 12, BLOCK "B", "GEORGE M. PHIPPENS SUBDIVISION", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.

SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

TOGETHER WITH:

LOTS 2, 4 AND 6, BLOCK B, "GEORGE M. PHIPPENS SUBDIVISION", ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 90, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

SAID LANDS NOW SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

TOGETHER WITH:

TRACT "A" OF "CARIB PLAT", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 122, PAGE 45, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

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 ("DACS") 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 LS2697
☐ BETH BURNS, PROFESSIONAL SURVEYOR AND MAPPER LS6136
☑ VICTOR R. GILBERT, PROFESSIONAL SURVEYOR AND MAPPER LS5274
STATE OF FLORIDA

SHEET 1 OF 2

THIS DOCUMENT IS NEITHER FULL NOR COMPLETE WITHOUT SHEETS 1 AND 2

NO.	REVISIONS	BY
1		
2		
3		
4		
5		

STIRLING SQUARE
6801-7700 STIRLING ROAD
DANIA BEACH, BROWARD COUNTY
FLORIDA 33004

BOUNDARY AND TOPOGRAPHIC SURVEY

PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
TELEPHONE: (954) 572-1779
FAX: (954) 572-1778
E-MAIL: surveys@pulicelandsurveyors.com
CERTIFICATE OF AUTHORIZATION LB3870

DRAWN BY: B.E.	SCALE: 1"=150'	FILE: MASTER DEVELOPMENT
CHECKED BY: J.K.M.	SURVEY DATE: 01/09/17	ORDER NO: 162397

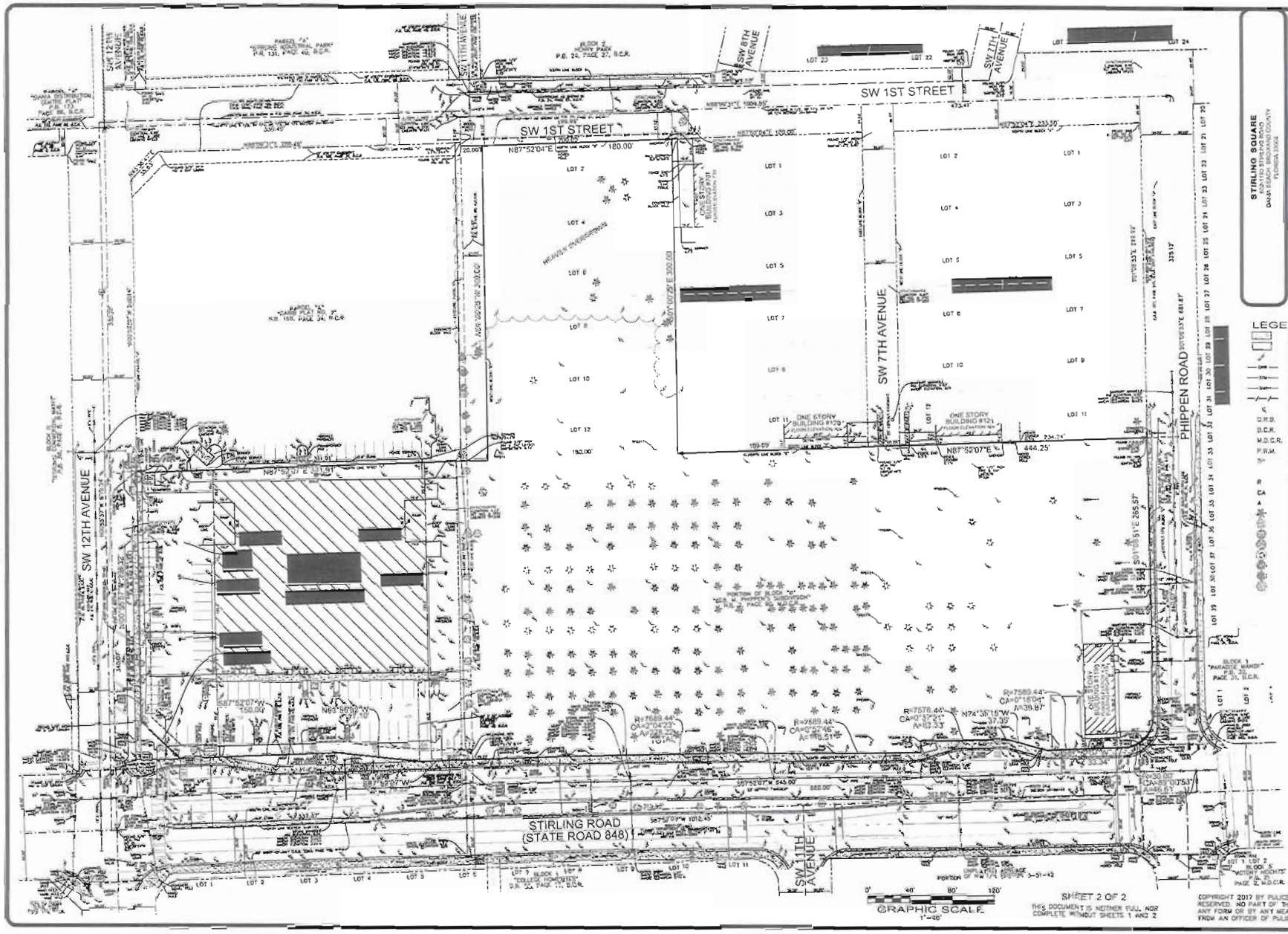
0' 150' 300' 450'
GRAPHIC SCALE
1"=150'

BOUNDARY AND TOPOGRAPHIC SURVEY

STIRLING SQUARE
8001-8100 STIRLING ROAD
DAVIE (BROWARD COUNTY)
FLORIDA 33314

PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
TELEPHONE: (954) 572-1777
FAX: (954) 572-1778
E-MAIL: surveys@pulicelandsurveyors.com
CERTIFICATE OF AUTHORIZATION LB#3870

DRAWN BY: B.E.
CHECKED BY: J.P.
SCALE: 1"=40'
SURVEY DATE: 5/10/17
FIELD BOOK/PAGE: COMPUTER
ORDER NO.: 92292



LEGEND

- CONCRETE
- ASPHALT PAVEMENT
- ELEVATION
- OVERHEAD WIRES
- UNDERGROUND STORM SEWER LINE
- UNDERGROUND SANITARY SEWER LINE
- NON-VEHICULAR ACCESS LINE
- CENTERLINE
- O.R.B. — OFFICIAL RECORDS BOOK
- B.C.R. — BROWARD COUNTY RECORDS
- M.D.C.R. — MIAMI-DADE COUNTY RECORDS
- P.R.M. — PERMANENT REFERENCE MONUMENT
- IMAGINARY POINT (FOR FIELD INFORMATION ONLY)
- R — RADIUS
- CA — CENTRAL ANGLE
- A — ARC LENGTH
- PALM TREE
- OAK TREE
- MAHOGANY TREE
- BLACK OLIVE TREE
- GUMBO LIMBO TREE
- WILD TAMARIND TREE
- PONCE DE LEON TREE
- UNIDENTIFIED TREE

SHEET 2 OF 2

THIS DOCUMENT IS NEITHER FULL NOR COMPLETE WITHOUT SHEETS 1 AND 2

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Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
10101 Hillwood Parkway
Fort Worth, TX 76177

Aeronautical Study No.
2017-ASO-25785-OE

Issued Date: 01/26/2018

Terrence Salzman
Salzman Real Estate Group
2860 W SR 84 #118
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 CubeSmart
Location:	Dania Beach, FL
Latitude:	26-02-56.40N NAD 83
Longitude:	80-08-58.50W
Heights:	6 feet site elevation (SE)
	70 feet above ground level (AGL)
	76 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)
__X__ 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 07/26/2019 unless:

(a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
(b) 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, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, effective 21 Nov 2007, 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 includes all previously filed frequencies and power for this structure.

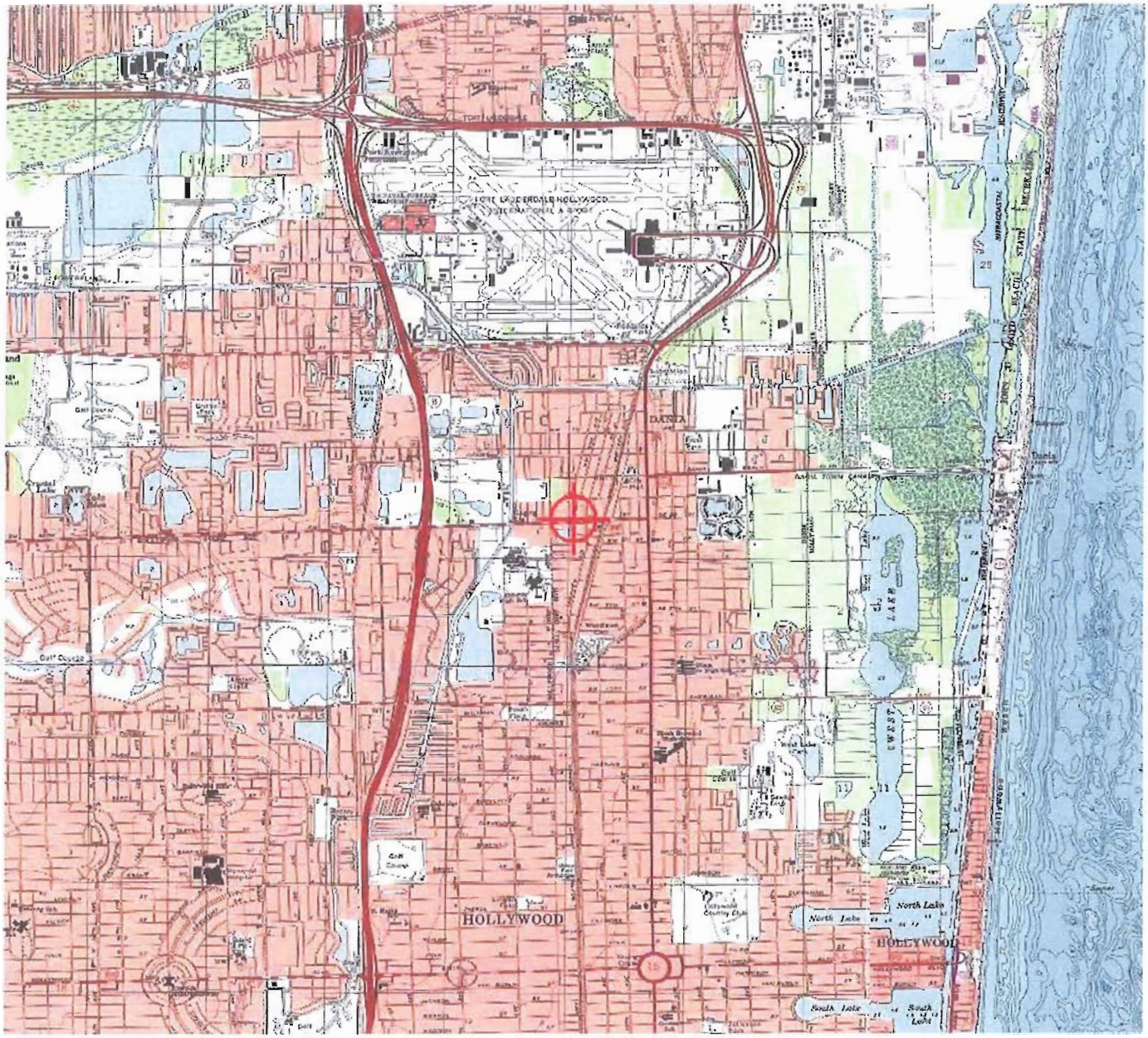
This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure 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, or mike.blaich@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2017-ASO-25785-OE.

Signature Control No: 351571197-354443199 (DNE)
Michael Blaich
Specialist

Attachment(s)
Map(s)


FORT LAUDERDALE-HOLLYWOOD
INTERNATIONAL AIRPORT
DANIA
HOLLYWOOD
North Lake
South Lake
WEST
LAKE
Golf Course

SITE PLAN MODIFICATIONS FOR:

STIRLING SQUARE

NWC STIRLING RD. & PHIPPEN WAITERS RD.

CITY OF DANIA BEACH, BROWARD COUNTY, FL

SECTION 34, TOWNSHIP 50S, RANGE 42E

FOR

MASTER DEVELOPMENT

LEGAL DESCRIPTION:

PARCEL 1:
ALL OF BLOCK "C" OF "GEORGE M. PHIPPENS SUBDIVISION", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; LESS THE WEST 100 FEET OF THE EAST 130 FEET OF THE SOUTH 185 FEET AND LESS THE EAST 30 FEET FOR COUNTY ROAD, AND LESS THE ADJACENT PORTION OF RIGHT-OF-WAY PARCEL NO. 027 FOR STIRLING ROAD, RECORDED IN OFFICIAL RECORDS BOOK 9140, PAGE 170, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

PARCEL 2:
THE WEST 100 FEET OF THE EAST 130 FEET OF THE SOUTH 185 FEET OF BLOCK "C", "GEORGE M. PHIPPENS SUBDIVISION", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; LESS THEREFROM THE ADJACENT PORTION OF RIGHT-OF-WAY PARCEL NO. 027 FOR STIRLING ROAD, RECORDED IN OFFICIAL RECORDS BOOK 9140, PAGE 170, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

PARCEL 3:
LOTS 8, 10 AND 12, BLOCK "B", "GEORGE M. PHIPPENS SUBDIVISION", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.

SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

TOGETHER WITH:

LOTS 2, 4 AND 6, BLOCK B, "GEORGE M. PHIPPENS SUBDIVISION", ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 90, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

SAID LANDS NOW SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

BROWARD COUNTY TRAFFIC NOTE:

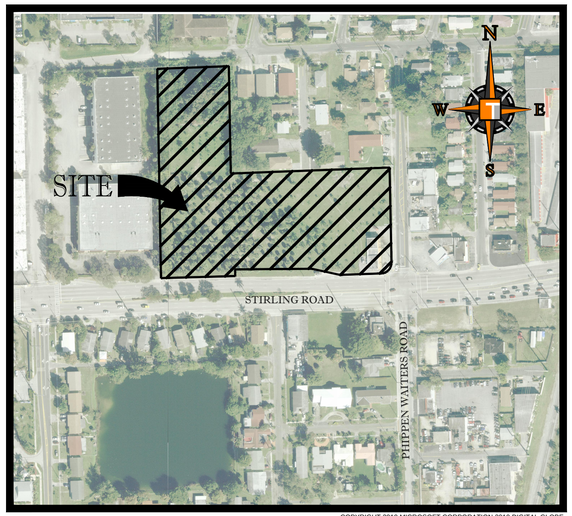
THE PUBLIC ROADWAY(S) INDICATED IN THESE PLANS HAVE BEEN DESIGNED IN ACCORDANCE WITH THE "MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREETS & HIGHWAY-STATE OF FLORIDA."

DATUM NOTE:

ALL ELEVATIONS SHOW HEREON ARE IN FEET AND ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD). ADD 1.54 TO CONVERT TO NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD).

VICINITY \ AERIAL MAP

1"=200'



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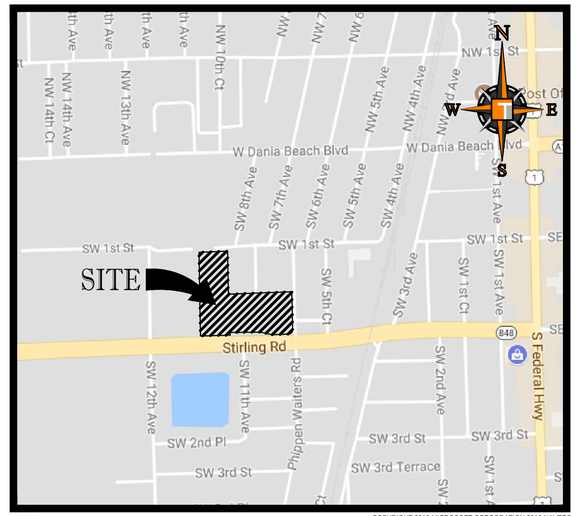
LOCATION MAP

1"=500'



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PROJECT CONTACTS

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1000 CORPORATE DRIVE SUITE 250
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APPLICANT
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DANIA BEACH, FL 33312

LANDSCAPE ARCHITECT
THOMAS ENGINEERING GROUP
MICHAEL D. GROSSWIRTH, RLA,ASLA
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SURVEYOR
PULICE LAND SURVEYORS, INC.
5381 NOB HILL RD.
SUNRISE, FL. 33351
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PREPARED BY

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REVISIONS:

REV:	DATE:	COMMENT:	BY:

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DRC SUBMITTAL

PROJECT No.:	F160048
DRAWN BY:	CAD
CHECKED BY:	ROT
DATE:	05-17-19
CAD I.D.:	COVER SHEET

PROJECT:

STIRLING SQUARE NWC OF STIRLING RD. & PHIPPEN WAITERS RD.

FOR

MASTER DEVELOPMENT

DANIA BEACH
FLORIDA

THOMAS ENGINEERING GROUP
6300 NW 31ST AVENUE
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MICHAEL A. TROXELL
PROFESSIONAL ENGINEER
May 17, 2019
FEQRIDA LICENSE No. 50572
FLORIDA BUSINESS CERT. OF AUTH. No. 27528

SHEET TITLE:

COVER SHEET

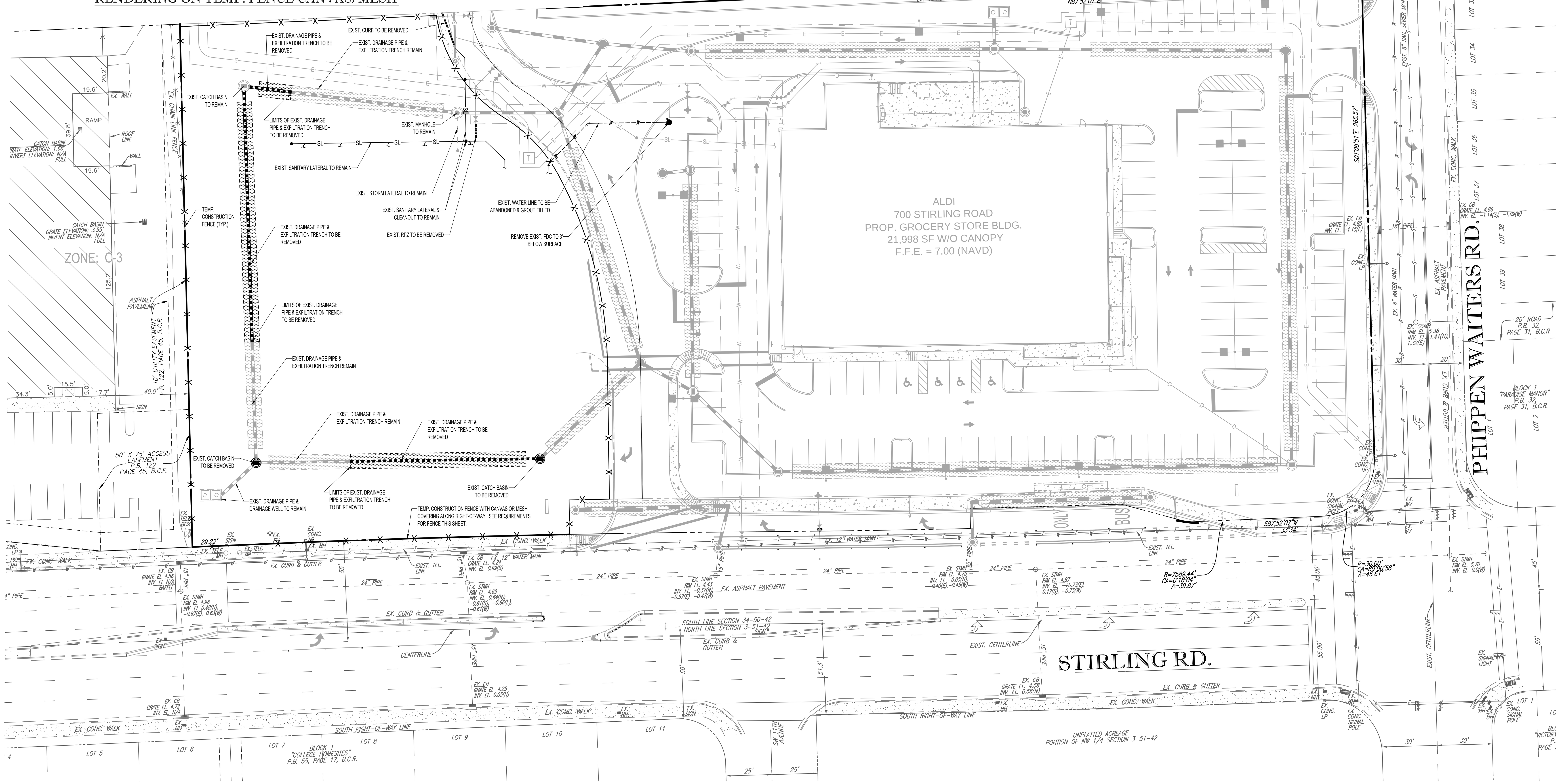
SHEET NUMBER:

SP-00

Printed on Friday, May 17, 2019, 7:10 AM by Mike Troxell
G:\2019\CRESTON\CONST & DEV\F160027 - 7-11, DANIA BEACH\DWG\2019-03-20 DRC SUBMITTAL\COVER SHEET-----=LAYOUT: COVER SHEET

NOTE:
CANVAS OR MESH COVERING SHALL INCLUDE THE IDENTIFICATION OF THE NAME AND INTENDED USE OF THE PROJECT, PROJECT RENDERING, PROJECT WEBSITE ADDRESS, AND OWNER OR AGENT, THE TELEPHONE NUMBER FOR THE OWNER OR AGENT, AND THE NAME AND AN EMERGENCY CONTACT TELEPHONE NUMBER OF THE GENERAL CONTRACTOR.

RENDERING ON TEMP. FENCE CANVAS/MESH



N W E S

30 15 7.5 0 30
1"= 30'

TEMPORARY CONSTRUCTION FENCE

1. All construction site fencing shall be maintained in a satisfactory manner by the permittee or landowner during the entire period of the construction to ensure adequate performance, to prevent nuisance conditions, and to maintain the public health, safety and welfare; and
2. Gates shall be secured and locked with a lock substantial enough to ensure closure and security when workers are not on the job site; and
3. When the construction site has required construction fencing which is adjacent to any public right-of-way, the fence adjacent to the right-of-way shall have a visual and dust barrier or screening of canvas or mesh fence covering. Such barrier or screen shall include:
   a. Project renderings and other information which shall cover at least seventy-five (75) percent of the entire length of the fence along the right-of-way of an arterial roadway or state roadway and at least twenty-five (25) percent along local roadways, except as provided below, but shall not extend above the top of the required fence;
   b. The canvas or mesh fence panel covering shall provide identification of the name and intended use of the project, project rendering, project website address, and owner or agent, the telephone number for the owner or agent, and the name and an emergency contact telephone number of the general contractor. Optional information may include the names of the developer, architect, engineer, lending institution and general contractor;
   c. No part of the fence covering may contain advertising or sales information;
   d. Screen graphics can be permitted and installed after a permit application for site construction has been submitted, but must be installed no later than issuance of the permit for site construction;
   e. All screening shall be maintained in good condition and shall be maintained in a taut condition throughout the allotted permit time. The barrier or screening must be kept secure from any wind damage, free of rips, tears and discoloration;
   f. The city logo may be included in the barrier or screening graphics as approved by the city commission.
4. All wind barrier or screening and fence covering materials shall be removed upon the issuance of a hurricane warning applicable to the city. A barrier or screening materials shall be reinstalled not more than ten (10) days after the hurricane threat has ended.
5. The fence and required coverings shall be installed no later than at the time of issuance of a building permit and shall be removed when a certificate of occupancy is received.

DEMOLITION NOTES:

1. THIS PLAN REFERENCES DOCUMENTS AND INFORMATION BY:
   PULICE LAND SURVEYORS, INC
   5381 NOB HILL ROAD
   SUNRISE, FLORIDA 33351
2. THOMAS ENGINEERING GROUP, LLC IS NOT RESPONSIBLE FOR JOB SITE SAFETY OR SUPERVISION.
3. ALL DEMOLITION ACTIVITIES ARE TO BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AS WELL AS ALL FEDERAL, STATE AND LOCAL REGULATIONS. ANY DISCREPANCIES OR DEVIATIONS SHALL BE IDENTIFIED BY THE CONTRACTOR TO THOMAS ENGINEERING GROUP, LLC IN WRITING FOR RESOLUTION PRIOR TO INITIATION OF SITE ACTIVITY.
4. PRIOR TO STARTING ANY DEMOLITION CONTRACTOR IS RESPONSIBLE FOR/TO:
   A. THE CONTRACTOR SHALL OBTAIN A SUNSHINE STATE ONE CALL LOCATION CERTIFICATION PRIOR TO ANY EXCAVATION OR DEMOLITION. THE NUMBER IS 1-800-432-4770.
   B. ENSURING COPIES OF ALL PERMITS AND APPROVALS MUST BE MAINTAINED ON SITE AND AVAILABLE FOR REVIEW.
   C. INSTALLING THE REQUIRED SOIL EROSION AND SEDIMENT CONTROL MEASURES PRIOR TO SITE DISTURBANCE.
   D. LOCATE/CAP ALL UTILITIES AND SERVICES, INCLUDING BUT NOT LIMITED TO GAS, WATER, ELECTRIC, SANITARY AND STORM SEWER, TELEPHONE, CABLE, FIBER OPTIC CABLE, ETC. WITHIN THE LIMITS OF DISTURBANCE.
   E. PROTECTING AND MAINTAINING IN OPERATION, ALL ACTIVE SYSTEM THAT ARE NOT BEING REMOVED DURING ALL DEMOLITION ACTIVITIES.
   F. FAMILIARIZING THEMSELVES WITH THE APPLICABLE UTILITY SERVICE PROVIDER AND IS RESPONSIBLE FOR ALL COORDINATION REGARDING UTILITY DEMOLITION REQUIRED FOR THE PROJECT. THE CONTRACTOR SHALL PROVIDE THE OWNER WRITTEN NOTIFICATION THAT THE EXISTING UTILITIES AND SERVICES HAVE BEEN TERMINATED AND ABANDONED IN ACCORDANCE WITH JURISDICTION AND UTILITY COMPANY REQUIREMENTS.
   G. COORDINATION WITH UTILITY COMPANIES REGARDING WORKING "OFF-PEAK" HOURS OR ON WEEKENDS AS MAY BE REQUIRED TO MINIMIZE THE IMPACT ON THE AFFECTED PARTIES.
   H. A COMPLETE INSPECTION OF CONTAMINANTS BY A LICENSED ENVIRONMENTAL TESTING AGENCY, OF ALL BUILDINGS AND/OR STRUCTURES TO BE REMOVED. SAME SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL ENVIRONMENTAL REGULATIONS. ANY/ALL CONTAMINANTS SHALL BE REMOVED AND DISPOSED OF BY A FEDERALLY LICENSED CONTRACTOR IN ACCORDANCE WITH FEDERAL, STATE, AND LOCAL REGULATIONS. ALL ENVIRONMENTAL WORK INCLUDING HAZARDOUS MATERIAL, SOILS, ASBESTOS, OR OTHER REFERENCED OR IMPLIED HEREIN IS THE SOLE RESPONSIBILITY OF THE OWNER'S ENVIRONMENTAL CONSULTANT. THE FIRM OR ENGINEER OF RECORD IS NOT RESPONSIBLE FOR JOB SITE.
5. SAFETY OR SUPERVISION. CONTRACTOR IS TO PROCEED WITH THE DEMOLITION IN A SYSTEMATIC AND SAFE MANNER, FOLLOWING ALL THE OSHA REQUIREMENTS, TO ENSURE PUBLIC AND CONTRACTOR SAFETY. THE CONTRACTOR SHALL PROVIDE ALL THE "MEANS AND METHODS" NECESSARY.
6. TO PREVENT MOVEMENT, SETTLEMENT, OR COLLAPSE OF EXISTING STRUCTURES, AND ANY OTHER IMPROVEMENTS THAT ARE REMAINING ON OR OFF SITE. THE DEMOLITION CONTRACTOR IS RESPONSIBLE FOR ALL REPAIRS OF DAMAGE TO ALL ITEMS THAT ARE TO REMAIN AS A RESULT OF HIS ACTIVITIES. ALL REPAIRS SHALL USE NEW MATERIAL. THE REPAIRS SHALL RESTORE THE ITEM TO THE PRE-DEMOLITION CONDITION.
7. IN THE ABSENCE OF SPECIFICATIONS, THE CONTRACTOR SHALL PERFORM EARTH MOVEMENT ACTIVITIES, DEMOLITION AND REMOVAL OF ALL FOUNDATION WALLS, FOOTINGS, AND OTHER MATERIALS WITHIN THE LIMITS OF DISTURBANCE IN ACCORDANCE WITH DIRECTION BY OWNER'S STRUCTURAL OR GEOTECHNICAL ENGINEER.
8. EXPLOSIVES SHALL NOT BE USED WITHOUT PRIOR WRITTEN CONSENT OF BOTH THE OWNER AND APPLICABLE GOVERNMENTAL AUTHORITIES. ALL THE REQUIRED PERMITS AND EXPLOSIVE CONTROL MEASURES THAT ARE REQUIRED BY THE FEDERAL, STATE, AND LOCAL GOVERNMENTS SHALL BE IN PLACE PRIOR TO STARTING AN EXPLOSIVE PROGRAM. THE CONTRACTOR IS ALSO RESPONSIBLE FOR ALL INSPECTION AND SEISMIC VIBRATION TESTING THAT IS REQUIRED TO MONITOR THE EFFECTS ON ALL LOCAL STRUCTURES.
9. CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL AND GENERALLY ACCEPTED SAFE PRACTICES IN CONFORMANCE WITH: THE "MANUAL ON UNIFORM TRAFFIC CONTROL," AS WELL AS FEDERAL, STATE, AND LOCAL REGULATIONS WHEN DEMOLITION RELATED ACTIVITIES IMPACT ROADWAYS OR ROADWAY RIGHTS - OF - WAY.
10. CONDUCT DEMOLITION ACTIVITIES IN SUCH A MANNER TO ENSURE MINIMUM INTERFERENCE WITH ROADS, STREETS, SIDEWALKS, WALKWAYS, AND OTHER ADJACENT FACILITIES. STREET CLOSURE PERMITS MUST BE RECEIVED FROM THE APPROPRIATE GOVERNMENTAL AUTHORITY.
11. DEMOLITION ACTIVITIES AND EQUIPMENT SHALL NOT USE AREAS OUTSIDE THE DEFINED PROPERTY LINE WITHOUT WRITTEN PERMISSION OF THE OWNER, AND/OR APPROPRIATE GOVERNMENT AGENCY.
12. USE DUST CONTROL MEASURES TO LIMIT AIRBORNE DUST AND DIRT RISING AND SCATTERING IN THE AIR IN ACCORDANCE WITH FEDERAL, STATE, AND/OR LOCAL STANDARDS. AFTER THE DEMOLITION IS COMPLETE, ADJACENT STRUCTURES AND IMPROVEMENTS SHALL BE CLEANED OF ALL DUST AND DEBRIS CAUSED BY THE DEMOLITION OPERATIONS. THE CONTRACTOR IS RESPONSIBLE FOR RETURNING ALL ADJACENT AREAS TO THEIR "PRE-DEMOLITION" CONDITION.
13. CONTRACTOR IS RESPONSIBLE TO SAFEGUARD SITE AS NECESSARY TO PERFORM THE DEMOLITION IN SUCH A MANNER AS TO PREVENT THE ENTRY OF UNAUTHORIZED PERSONS AT ANY TIME.
14. THIS DEMOLITION PLAN IS INTENDED TO IDENTIFY THOSE EXISTING ITEMS/CONDITIONS WHICH ARE TO BE REMOVED. IT IS NOT INTENDED TO PROVIDE DIRECTION OTHER THAN THAT ALL METHODS AND MEANS ARE TO BE IN ACCORDANCE WITH STATE, FEDERAL, LOCAL, AND JURISDICTIONAL REQUIREMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL OSHA AND OTHER SAFETY PRECAUTIONS NECESSARY TO PROVIDE A SAFE WORK SITE.
15. DEBRIS SHALL NOT BE BURIED ON THE SUBJECT SITE. ALL DEMOLITION WASTES AND DEBRIS (SOLID WASTE) SHALL BE DISPOSED OF IN ACCORDANCE WITH ALL CITY, COUNTY, STATE, AND FEDERAL LAWS AND APPLICABLE CODES.

CONTRACTOR SHALL REFER TO LANDSCAPE PLANS FOR TREE REMOVAL/RELOCATION.

NOTE:
1) ALL PAVEMENT MARKINGS AND SIGNING DAMAGED DURING CONSTRUCTION, SHALL BE RESTORED.
2) DAMAGES TO DETECTON LOOPS OR ANY SIGNAL EQUIPMENT CAUSED BY CONSTRUCTION OF THIS PROJECT MUST BE REPAIRED OR REPLACED TO ORIGINAL OR BETTER CONDITION AT NO COST TO PALM BEACH COUNTY.

REMOVAL OF EXISTING PAVEMENT MARKINGS SHALL UTILIZE AN APPROVED METHOD BY BROWARD COUNTY TRAFFIC ENGINEERING AND FLORIDA DEPARTMENT OF TRANSPORATION.

ALL SIGNS MUST MEET MUTCD, BCTED, AND CITY STANDARDS. ALL SIGNS MUST BE MOUNTED ON BROWARD COUNTY TRAFFIC ENGINEERING SQUARE POSTS AND BE MOUNTED 7 FEET ABOVE GROUND.

PAVEMENT MARKINGS MUST MEET BROWARD COUNTY TRAFFIC ENGINEERING DIVISION STANDARDS AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.

BCTED NOTE:
ALL TYPE XI SIGNING SHALL BE FABRICATED USING DIAMOND GRADE SHEETING AS PER BROWARD COUNTY TRAFFIC ENGINEERING STANDARD. (CURRENT EDITION)

ALL PAVEMENT MARKINGS AND SIGNING DAMAGED DURING CONSTRUCTION, SHALL BE RESTORED TO BROWARD COUNTY TRAFFIC ENGINEERING STANDARD. (CURRENT EDITION)

NOTE:
ALL STRIPING AND SIGNAGE SHALL MEET THE M.U.T.C.D. LATEST EDITION. ALL SIGNS REQUIRE A SEPARATE ZONING AND BUILDING PERMIT

THOMAS
ENGINEERING GROUP
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REV:	DATE:	COMMENT:	BY:

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DRC SUBMITTAL

PROJECT No.: F160048
DRAWN BY: CAD
CHECKED BY: ROT
DATE: 05-17-19
CAD I.D.: DEMOLITION PLAN

PROJECT:

STIRLING SQUARE NWC OF STIRLING RD. & PHIPPEN WAITERS RD.

FOR

MASTER DEVELOPMENT

DANIA BEACH
FLORIDA

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MICHAEL A. TROXELL
PROFESSIONAL ENGINEER
May 20, 2019
FLORIDA LICENSE No. 50572
FLORIDA BUSINESS CERT. OF AUTH. No. 27528

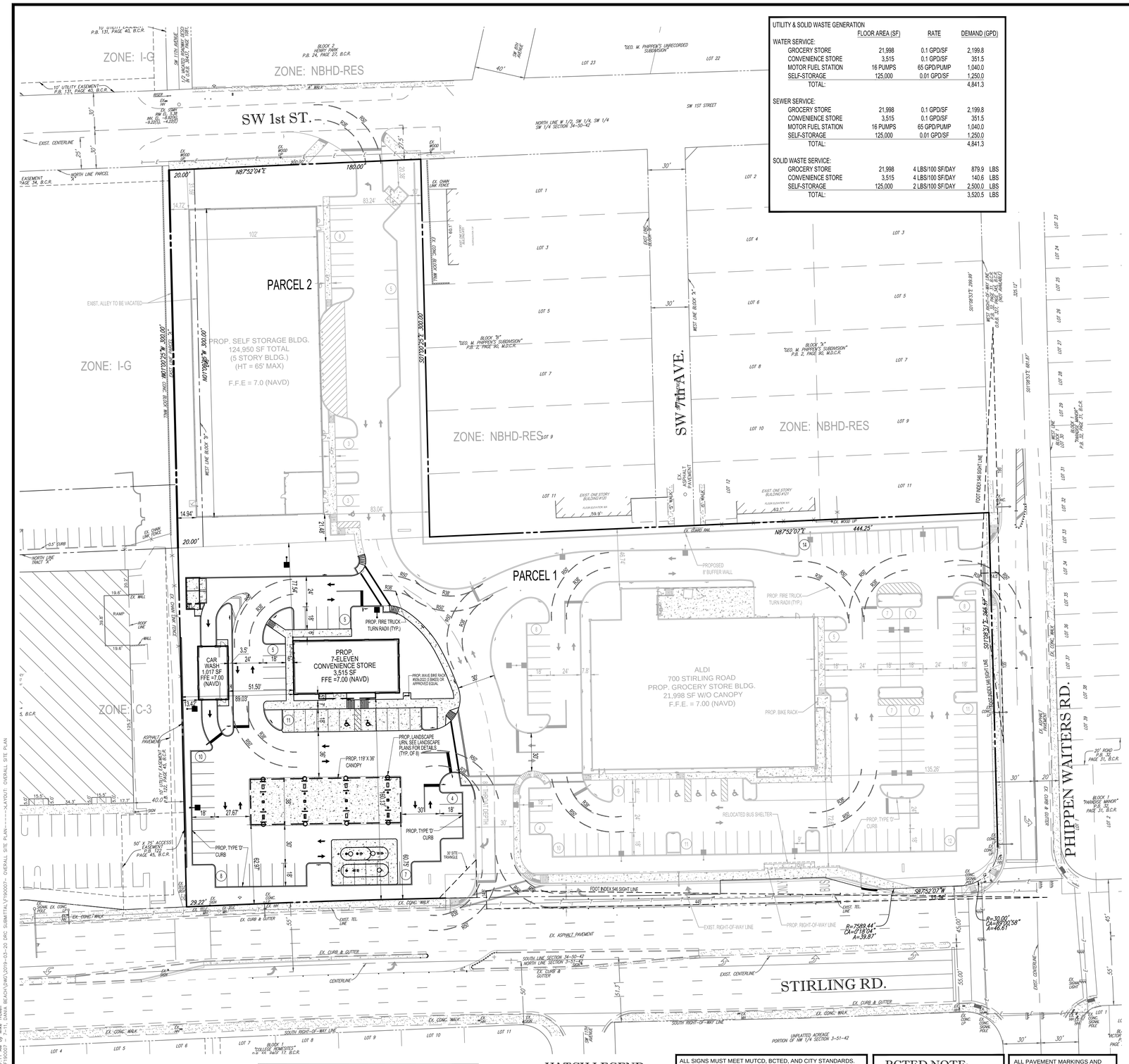
SHEET TITLE:

DEMOLITION PLAN

SHEET NUMBER:

SP-01

Printed on Monday, May 20, 2019, 1:50 PM by Mike Troxell
G:\2019\CREIGHTON CONST & DEV\F190007 - 7-11, DANIA BEACH\DWG\2019-03-20 DRC SUBMITTAL\DEMOLITION PLAN----LAYOUT: SITE PLAN



UTILITY & SOLID WASTE GENERATION	FLOOR AREA (SF)	RATE	DEMAND (GPD)	
WATER SERVICE:				
GROCERY STORE	21,998	0.1 GPD/SF	2,199.8	
CONVENIENCE STORE	3,515	0.1 GPD/SF	351.5	
MOTOR FUEL STATION	16 PUMPS	65 GPD/PUMP	1,040.0	
SELF-STORAGE	125,000	0.01 GPD/SF	1,250.0	
TOTAL:			4,841.3	
SEWER SERVICE:				
GROCERY STORE	21,998	0.1 GPD/SF	2,199.8	
CONVENIENCE STORE	3,515	0.1 GPD/SF	351.5	
MOTOR FUEL STATION	16 PUMPS	65 GPD/PUMP	1,040.0	
SELF-STORAGE	125,000	0.01 GPD/SF	1,250.0	
TOTAL:			4,841.3	
SOLID WASTE SERVICE:				
GROCERY STORE	21,998	4 LBS/100 SF/DAY	879.9	LBS
CONVENIENCE STORE	3,515	4 LBS/100 SF/DAY	140.6	LBS
SELF-STORAGE	125,000	2 LBS/100 SF/DAY	2,500.0	LBS
TOTAL:			3,520.5	LBS

40 20 10 0 40
1"= 40'

N W E S

S I T E D A T A

NAME OF PROJECT: STIRLING SQUARE

SECTION, TOWNSHIP, RANGE: 19/52S/40E

PARCEL ID NUMBER:
Folio No. 5042-34-05-0110 / SW 1 Street, Dania Beach, FL 33004
Folio No. 5042-34-05-0102 / SW 1 Street, Dania Beach, FL 33004
Folio No. 5042-34-05-0101 / SW 1 Street, Dania Beach, FL 33004
Folio No. 5042-34-05-0100 / SW 1 Street, Dania Beach, FL 33004
Folio No. 5042-34-05-0150 / SW 7th Street, Dania Beach, FL 33004
Folio No. 5042-34-05-0160 / 602 Stirling Road, Dania Beach, FL 33004

FEMA FLOOD ZONE: AE 6 & AH 6 (ELEVATION 6.00) PER FIRM PANEL 12011C0567H

TYPE OF CONSTRUCTION/ BLDG AREA: GROCERY STORE - TYPE II(000)/ 21,998 SF
CONVENIENCE STORE/SERVICE STATION/CARWASH - TYPE II(000)/ 4,532 SF
SELF-STORAGE BLDG - TYPE II(000)/ 125,000 SF

SITE AREA:

GROSS SITE AREA:	5.5051 AC	(239,803. SF)
LESS R.O.W. DEDICATION (STIRLING RD):	0.1371 AC	(5,974. SF)
PLUS R.O.W. VACATION (20' ALLEY):	0.1377 AC	(6,000. SF)
NET SITE AREA:	5.5057 AC	(239,829. SF)

	PARCEL 1	PARCEL 2
PROPOSED USE:	GROCERY STORE, CONVENIENCE STORE/ MOTOR FUEL STATION/CARWASH	STORAGE FACILITY
FUTURE LAND USE DESIGNATION:	RAC (REGIONAL ACTIVITY CENTER	RAC (REGIONAL ACTIVITY CENTER)
EXISTING ZONING DISTRICT:	C-3 (GENERAL BUSINESS)	NBHD (MU NEIGHBORHOOD MIXED USE)
PROPOSED ZONING:	C-3 (GENERAL BUSINESS)	I-G (INDUSTRIAL, RESEARCH, OFFICE, AND COMMERCIAL DISTRICT

	PARCEL 1 REQUIRED	PARCEL 1 PROPOSED	PARCEL 2 REQUIRED	PARCEL 2 PROPOSED
LOT - MINIMUM				
AREA (SF):	4,000	179,838	20,000	59,9980
WIDTH (FEET):	30	644.76	100	199.97
DEPTH (FEET:	90	268.28	150	299.94
DENSITY- MAXIMUM (FAR):	N/A	0.15	N/A	2.08
BULK - MAXIMUM				
HEIGHT (STORIES/FEET):	2/35', 3/40'	1/16.67' GROCERY 1/15.33' CONV. STORE	N/A/35'	5/58.00' STORAGE BLDG
COVERAGE (PERCENT):	70	14.8	70	40.6
IMPERVIOUS AREA				
PERCENT:	75	77.7	80	65.4
SF.	134,879	139,698	47,992	39,254
YARD - MINIMUM (FEET) :				
NORTH (P1 -REAR, P2-FRONT)	10'	46.74	35	31.59
EAST (P1-CORNER, P2-SIDE)	10'	135.26	75	83.04
SOUTH (P1-FRONT, P2-REAR)	10'	60.75	25	21.48
WEST (P1 -SIDE, P2-SIDE)	10'	13.42	25	14.72

NOTES:
1. P1 = PARCEL 1, P2=PARCEL

PROPOSED FLOOR AREA: 3.476 AC (151,480. SF)

SITE AREA BREAKDOWN	PARCEL 1 (GROCERY) S.F.	ACRES		PARCEL 1 (CONV. STORE) S.F.	ACRES		PARCEL 2 S.F.	ACRES		TOTAL S.F.	ACRES	
IMPERVIOUS												
BUILDINGS (GROUND)	21,998	0.51	18.9%	4,554	0.10	7.2%	24,382	0.56	40.6%	50,912	1.17	21.2%
PAVEMENT	61,226	1.41	52.7%	39,350	0.90	61.8%	13,438	0.31	22.4%	114,449	2.63	47.7%
SIDEWALKS/RAMPS	7,922	0.18	6.8%	4,206	0.10	6.6%	1,434	0.03	2.4%	13,561	0.31	5.7%
TOTAL IMPERVIOUS	91,147	2.09	78.5%	48,111	1.10	75.6%	39,254	0.90	65.4%	178,952	4.11	74.6%
PERVIOUS AREA												
GREEN SPACE	25,033	0.57	21.5%	15,547	0.36	24.4%	20,735	0.48	34.6%	60,905	1.40	25.4%
TOTAL AREA	116,180	2.67	100.0%	63,658	1.46	26.5%	59,990	1.38	100.0%	239,828	5.51	100.0%

PARKING ANALYSIS:

PARCEL 1:
REQUIRED:

USE	BLDG AREA (SF)	RATE	SPACES
RETAIL (GROCERY)	21,998	1 SP/ 300 SF	73.3
CONVENIENCE STORE/MOTOR FUEL STATION/CARWASH	3,515	1 SP/250SF	14.1
TOTAL:			87.4 = 88

PROVIDED: REGULAR 164 SPACES
ADA SPACES 6 SPACES
TOTAL 170 SPACES
BICYCLE PARKING (10% OF REQ'D) 9 SPACES REQUIRED; 10 PROVIDED

PARCEL 2:
REQUIRED:

USE	BLDG AREA (SF)	RATE	SPACES
SELF-STORAGE	124,950	1 SP/ 2,000 SF	62.5 = 63

PROVIDED: REGULAR 18 SPACES
ADA SPACES 1 SPACES
TOTAL 19 SPACES*
BICYCLE PARKING (10%) 2 SPACES REQUIRED, 2 SPACES PROVIDED

*PARKING VARIANCE GRANTED FOR SELF-STORAGE FACILITY

LOADING:

	FLOOR AREA	REQUIRED:	PROVIDED:
PARCEL 1:			
RETAIL (GROCERY)	21,998	1 SPACE	1 SPACE
CONVENIENCE STORE/MOTOR FUEL STATION/CARWASH	3,515	0 SPACE	0 SPACE
PARCEL 2:			
SELF-STORAGE	124,950	6 SPACE	6 SPACE

ADA COMPLIANCE NOTE:
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DATUM NOTE:
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HATCH LEGEND
PROP. CONCRETE

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THOMAS ENGINEERING GROUP
CIVIL ENGINEERS - PROJECT MANAGERS - LAND PLANNING - LANDSCAPE ARCHITECTS
6300 NW 31ST AVENUE FT LAUDERDALE, FL 33309 P: 954-202-7000
4950 W. KENNEDY BLVD. SUITE 600 TAMPA, FL 33609 P: 813-379-4100
125 W INDIANTOWN RD. SUITE 206 JUPITER, FL 33458 P: 561-203-7503

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REVISIONS:

REV:	DATE:	COMMENT:	BY:

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DRC SUBMITTAL

PROJECT No.: F160048
DRAWN BY: CAD
CHECKED BY: ROT
DATE: 05-17-19
CAD I.D.: F190007- OVERALL SITE PLAN

PROJECT:

STIRLING SQUARE NWC OF STIRLING RD. & PHIPPEN WAITERS RD.

FOR

MASTER DEVELOPMENT

DANIA BEACH
FLORIDA

THOMAS ENGINEERING GROUP
6300 NW 31ST AVENUE
FORT LAUDERDALE, FL 33309
PH: (954) 202-7000
FX: (954) 202-7070
www.ThomasEngineeringGroup.com

MICHAEL A. TROXELL
PROFESSIONAL ENGINEER
May 17, 2019
FCQRIDA LICENSE No. 50572
FLORIDA BUSINESS CERT. OF AUTH. No. 27528

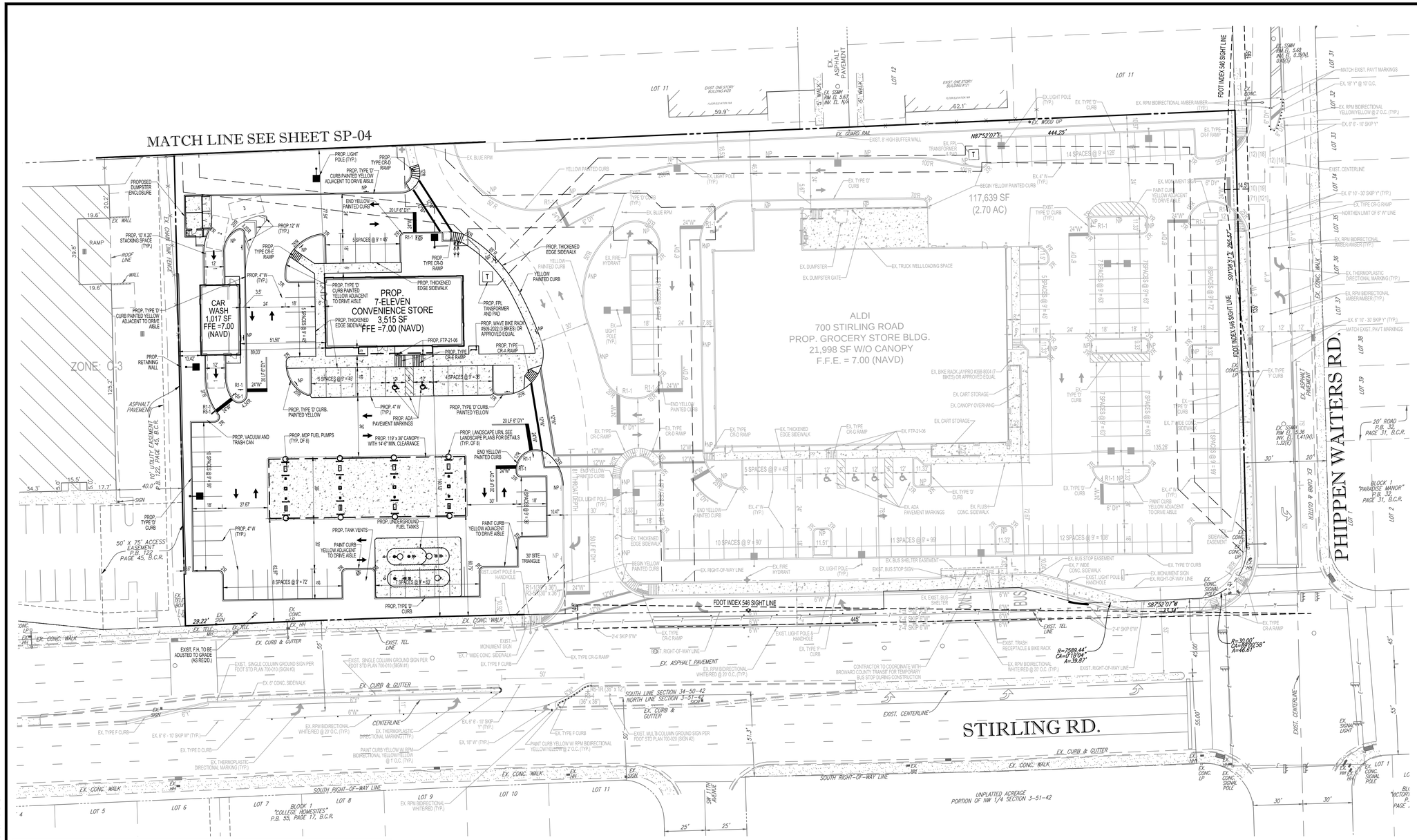
SHEET TITLE:

OVERALL SITE PLAN

SHEET NUMBER:

SP-02

Printed on Friday, May 17, 2019, 7:11 AM by Mike Troxell
C:\2019\CREDATOR CONST & DEV\F190007 - 7-11, DANIA BEACH\DWG\2019-03-20 DRC SUBMITTAL\F190007- OVERALL SITE PLAN-------XLAYOUT: OVERALL SITE PLAN



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3. THE CITY ENGINEER IS RESPONSIBLE FOR THE REVIEW AND APPROVAL OF THE DESIGN AND OPERATION OF THE PROJECT, AND FOR THE INSPECTION AND ACCEPTANCE OF THE FOLLOWING ITEMS THAT WILL BE MAINTAINED BY THE CITY: PAVEMENT MARKINGS ON OR ADJACENT TO PAVER BRICKS, RAISED INTERSECTIONS AND RELATED MARKINGS AND SIGNING, UN-WARRANTED MID-BLOCK CROSSWALKS AND RELATED MARKINGS AND SIGNING, UN-WARRANTED CROSSWALKS AND RELATED MARKINGS AND SIGNING, PAINTED/DECORATIVE CROSSWALKS, RAISED CROSSWALKS AND RELATED MARKINGS AND SIGNING. ADVANCED WARNING PAVEMENT MARKINGS FOR SPEED TABLES, BLINKER SIGNS, RECTANGULAR RAPID FLASHER BEACONS AND RELATED MARKINGS AND SIGNING, ON-STREET PARKING AND RELATED MARKINGS AND SIGNING, IN-ROAD LIGHTING AND RELATED MARKINGS AND SIGNING, GREEN BIKE LANES, FLEXIBLE DELINEATORS, DECORATIVE SIGNS AND DECORATIVE SIGN POSTS, PLANTERS, ON-SITE PAVEMENT MARKINGS AND SIGNING, OFF-SITE PAVEMENT MARKINGS AND SIGNING IN RIGHT-OF-WAY THAT IS NOT DEDICATED FOR PUBLIC USE, SIDEWALK WORK OR ASPHALT WORK.

NOTE:

1. PER DANIA CODE OF ORDINANCES (ARTICLE 415 - SIDEWALKS AND SWALES), OWNER IS RESPONSIBLE FOR SIDEWALKS AND SWALE IMPROVEMENTS WITHIN THE ROAD ROW.
2. STOP BARS TO BE 4' BACK FROM CROSSWALK OR CURB RAMP.

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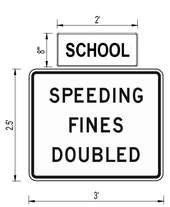
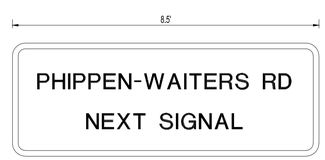


SIGN #1



SIGN #2

SIGN #3

Traffic Control Signs shall meet all of the following:

1. Meet the criteria outlined in Section 2A.08 of the 2009 MUTCD
2. Meet the specifications outlined in Section 700 and 994 of the 2016 Standard Specifications of the Florida Department of Transportation (FOOT).
3. Consist of sheeting materials certified to meet the reflective sheeting requirements outlined in the 2009 version of ASTM 04956 for Type XI (FOOT Type XI) retroreflective sheeting materials made with prisms, except for school zone and pedestrian signs which shall be comprised of reflective fluorescent yellow-green sheeting certified to meet ASTM 04956 Type IV (FOOT Type IV) reflective sheeting requirements.
4. Consist of retroreflective sheeting materials that have a valid FOOT Qualified Product List (QPL) certification for Specification 700 Highway Signing for FOOT Sheeting Type XI (or Type IV for school and pedestrian signs), approved for jobs let after December 31, 2015.

HATCH LEGEND

PROP. CONCRETE

NOTE:

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LEGEND

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R3-4	NO U-TURN
R3-5R	RIGHT TURN ONLY
R5-1	DO NOT ENTER SIGN (30" x 30")
W11-2	PEDESTRIAN CROSSING
R6-1R	ONE WAY
FTP 21-06	ACCESSIBLE PARKING
D.Y.	DOUBLE YELLOW
W	WHITE
*	THERMOPLASTIC
NP	"NO PARKING FIRE LANE BY ORDER OF THE FIRE DEPARTMENT" - 12" x 18" SIGN W/ WHITE BACKGROUND AND RED LETTERS

(AM PEAK HOUR TRIPS) [PM PEAK HOUR TRIPS]

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DRC SUBMITTAL

PROJECT No.:	F160048
DRAWN BY:	CAD
CHECKED BY:	ROT
DATE:	05-17-19
CAD I.D.:	SITE PLAN

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STIRLING SQUARE NWC OF STIRLING RD. & PHIPPEN WAITERS RD.

FOR

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MICHAEL A. TROXELL
PROFESSIONAL ENGINEER
May 17, 2019
FLORIDA LICENSE No. 50572
FLORIDA BUSINESS CERT. OF AUTH. No. 27528

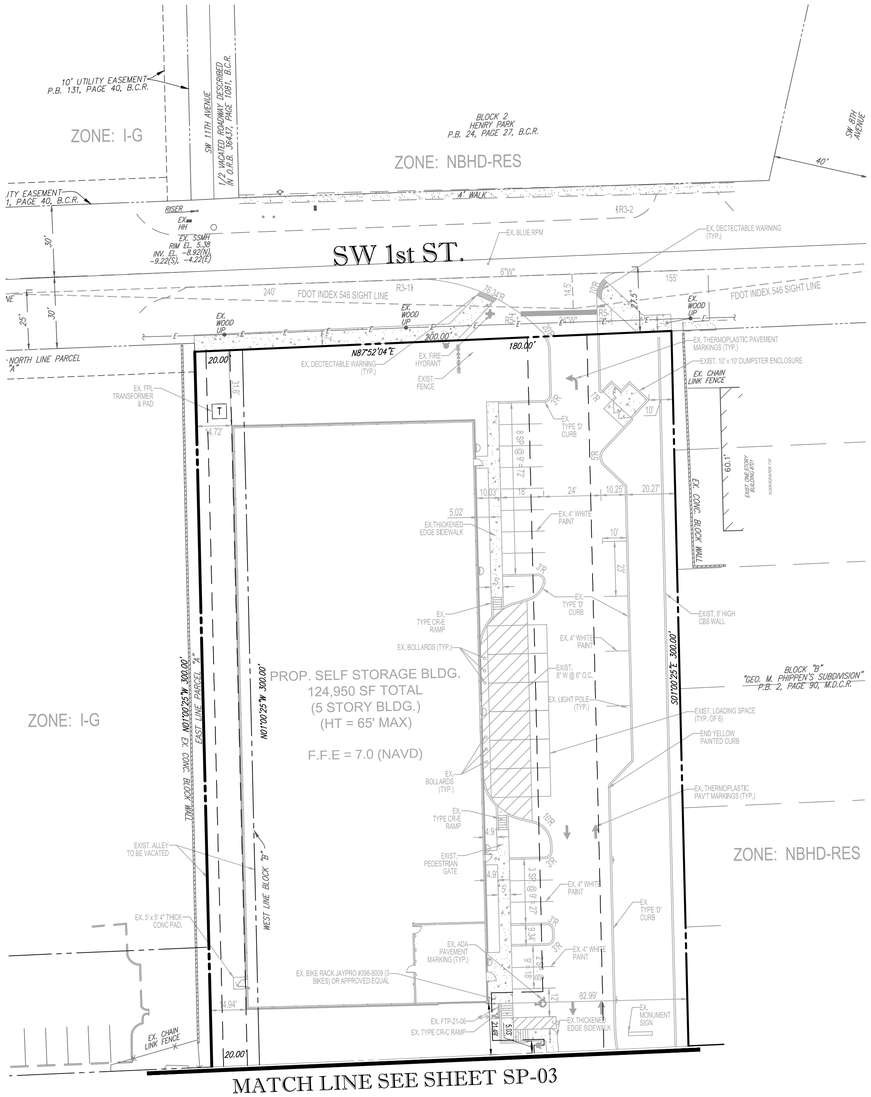
SHEET TITLE:

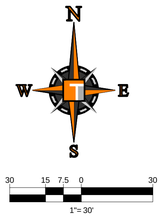
SITE PLAN

SHEET NUMBER:

SP-03

Printed on Friday, May 17, 2019, 7:11 AM by Mike Troxell
G:\2016\F160048\CONST & DEV\F160048 7-11, DANIA BEACH\DWG\2019-05-20 DRC SUBMITTAL\SITE PLAN-------SLAYOUT: SITE PLAN





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HATCH LEGEND

PROP. CONCRETE

PROP. CONCRETE

LEGEND

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DATE:	05-17-19
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PROJECT:

STIRLING SQUARE NWC OF STIRLING RD. & PHIPPEN WAITERS RD.

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May 17, 2019
FLORIDA LICENSE No. 50572
FLORIDA BUSINESS CERT. OF AUTH. No. 27528

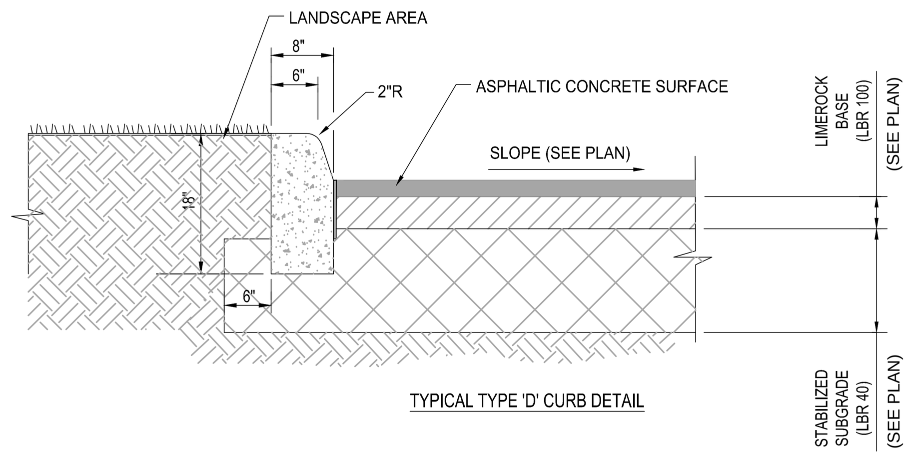
SHEET TITLE:

SITE PLAN

SHEET NUMBER:

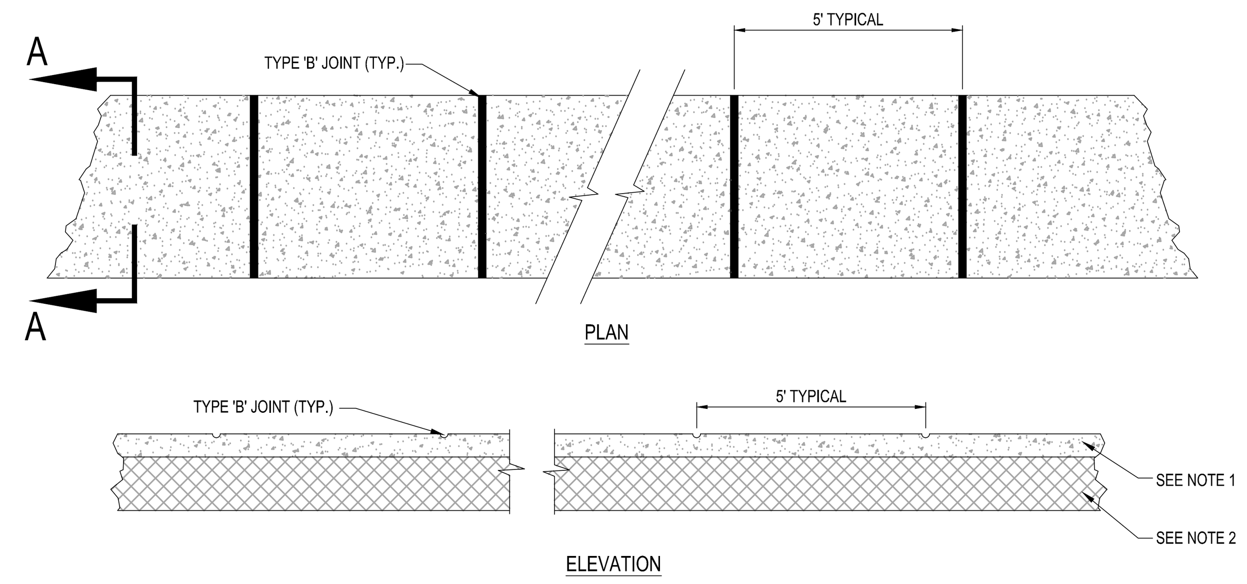
SP-04

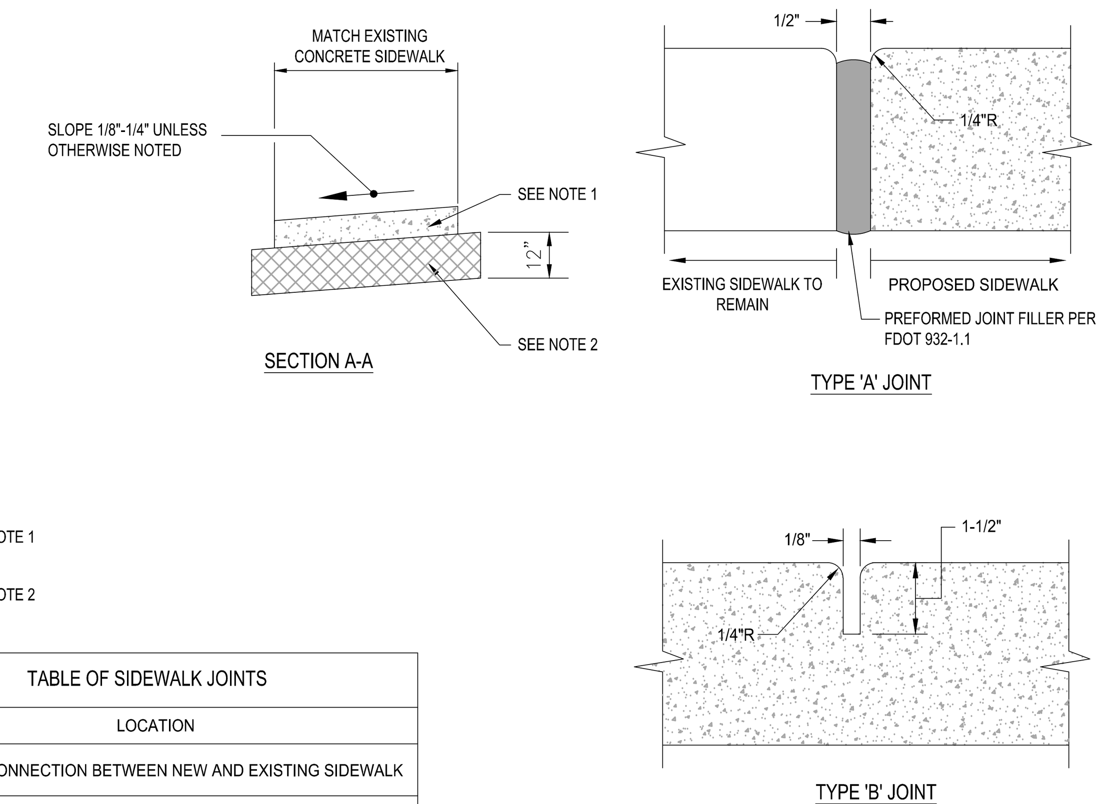
Printed on Friday, May 17, 2019, 7:11 AM by Mike Troxell
G:\2019\DESIGN\Site CONST & DEV\F160037 - 7-11, DANIA BEACH\DWG\2019-03-20 DRC SUBMITTAL\SITE PLAN-----><LAYOUT: SITE PLAN (2)



1 CONCRETE WHEEL STOP

SCALE: NONE





NOTES:

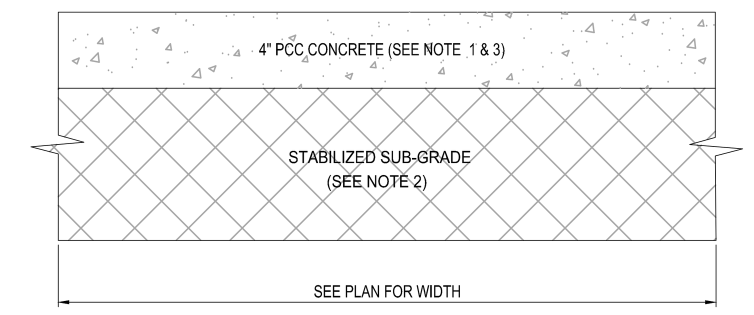
1. SIDEWALK SHALL BE 4" THICK EXCEPT IN DRIVEWAYS WHERE THE THICKNESS SHALL BE 6".
2. SUBGRADE BELOW SIDEWALK SHALL BE COMPACTED TO 98% OF MAX. DENSITY PER A.A.S.H.T.O. T-180. (12" THICKNESS)
3. CONCRETE STRENGTH SHALL BE MIN. 3000 PSI @ 28 DAYS.
4. SIDEWALK REMOVAL & REPLACEMENTS TO CONSIST OF FULL FLAGS.
5. PROVIDE EXPANSION JOINT (TYPE 'A') AT CONNECTIONS BETWEEN NEW AND EXISTING SIDEWALK.

TABLE OF SIDEWALK JOINTS

TYPE	LOCATION
'A'	AT CONNECTION BETWEEN NEW AND EXISTING SIDEWALK
'B'	5 FEET CENTER TO CENTER ON SIDEWALKS.

2 SIDEWALK DETAILS

SCALE: NONE



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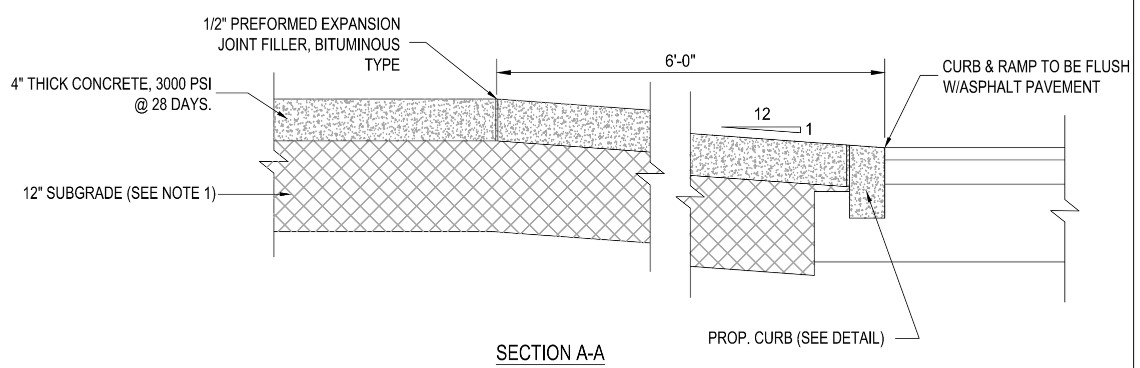
6. PROVIDE FIBEROUS JOINTS 20' O.C.

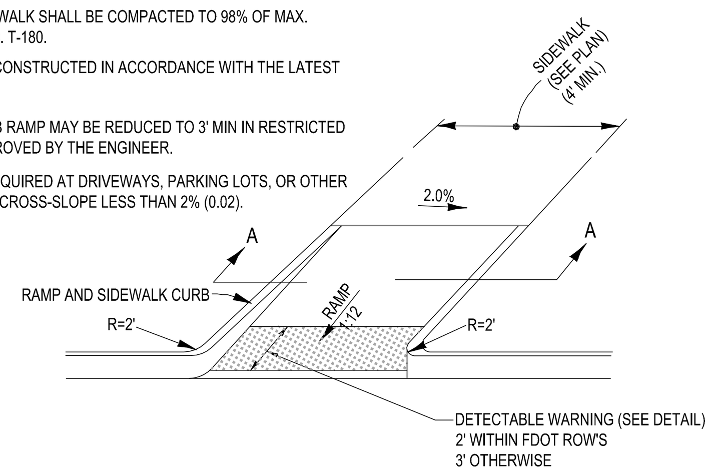
3 TYPICAL CONCRETE SIDEWALK SECTION

NONE



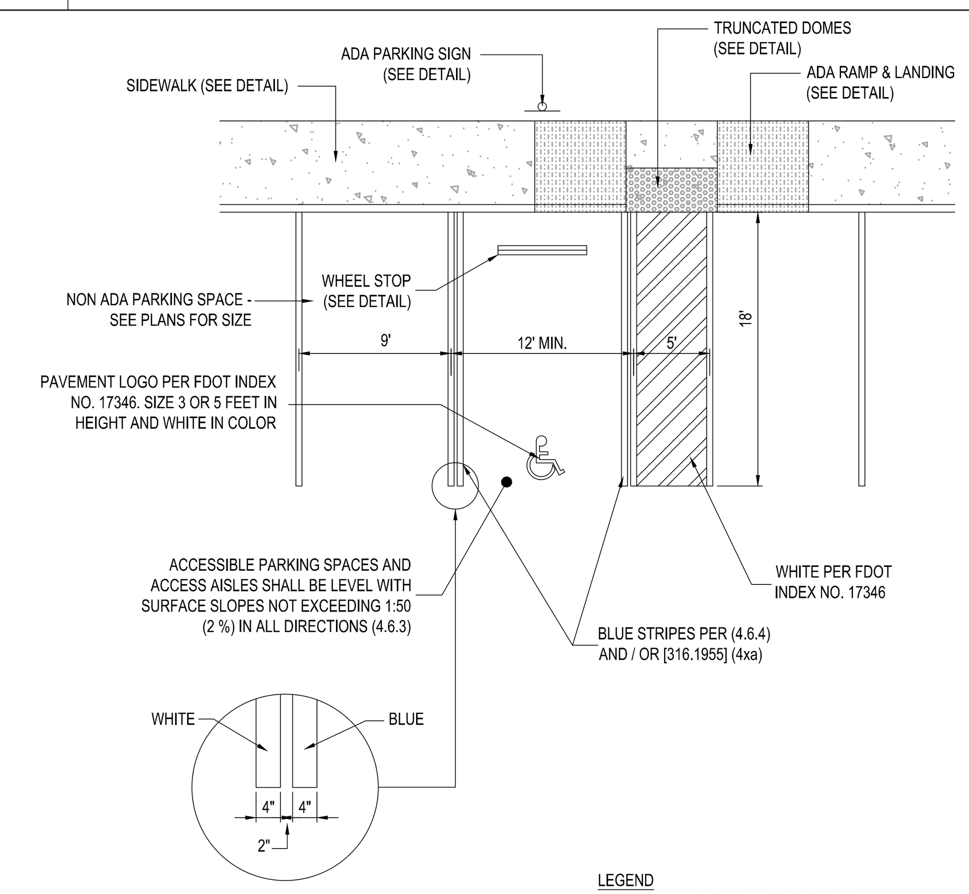
NOTES:

1. SUBGRADE BELOW SIDEWALK SHALL BE COMPACTED TO 98% OF MAX. DENSITY PER A.A.S.H.T.O. T-180.
2 HANDICAP RAMP TO BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST ADA GUIDELINES.
3 RAMP WIDTHS FOR CURB RAMP MAY BE REDUCED TO 3' MIN IN RESTRICTED CONDITIONS WHEN APPROVED BY THE ENGINEER.
4 LOWER LANDING NOT REQUIRED AT DRIVEWAYS, PARKING LOTS, OR OTHER AREAS WITH PAVEMENT CROSS-SLOPE LESS THAN 2% (0.02).



4 ADA CURB RAMP DETAIL - FDOT CR-E

SCALE: NONE

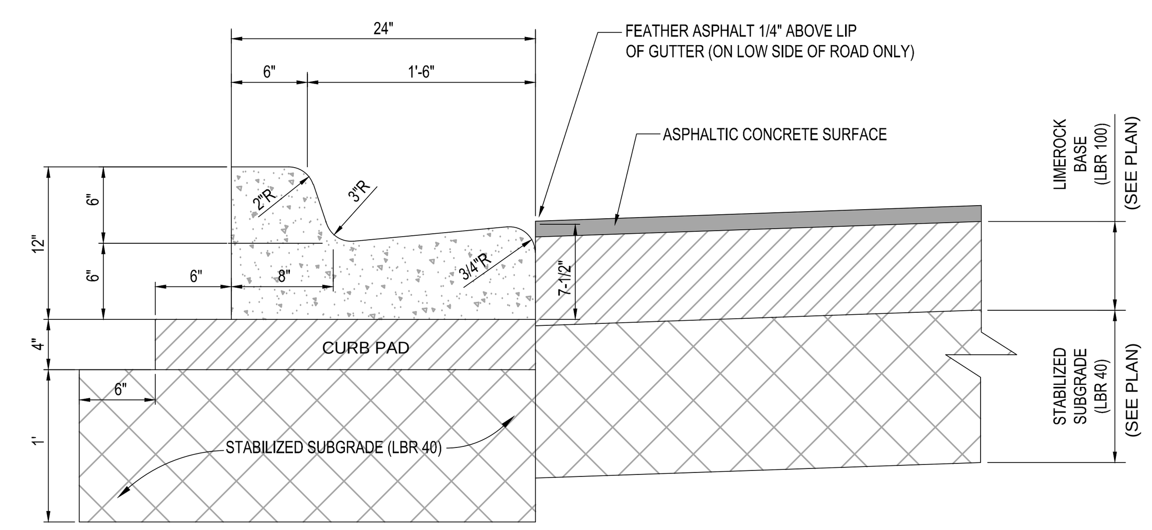


LEGEND

(4.6.3)	FLORIDA ACCESSIBILITY
[316.1955]	FLORIDA STATUES

5 ACCESSIBLE PARKING SPACE - ADA COMPLIANT

SCALE: NONE

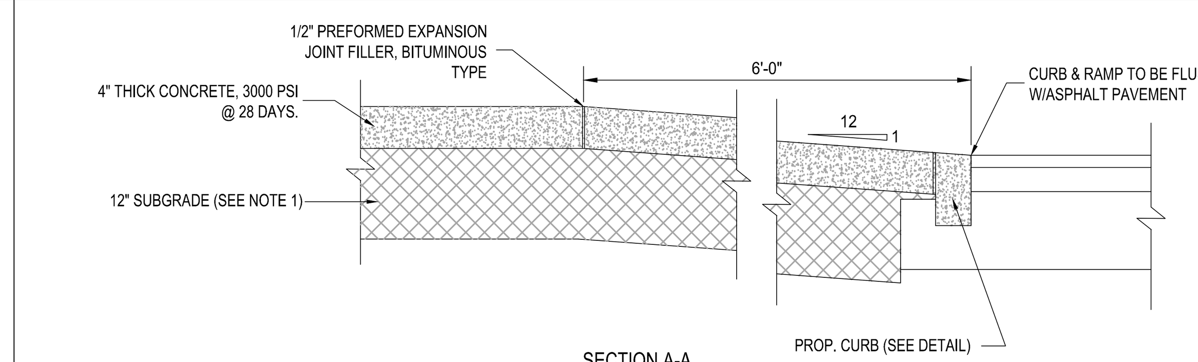


NOTE :

1. WHEN USED ON HIGH SIDE OF ROADWAYS THE CROSS SLOPE OF THE GUTTER SHALL MATCH THE CROSS SLOPE OF THE ADJACENT PAVEMENT AND THE THICKNESS OF THE LIP SHALL BE 6" INSTEAD OF 7 1/2".
2. REFER TO FDOT INDEX 300 FOR NOTES AND DETAILS

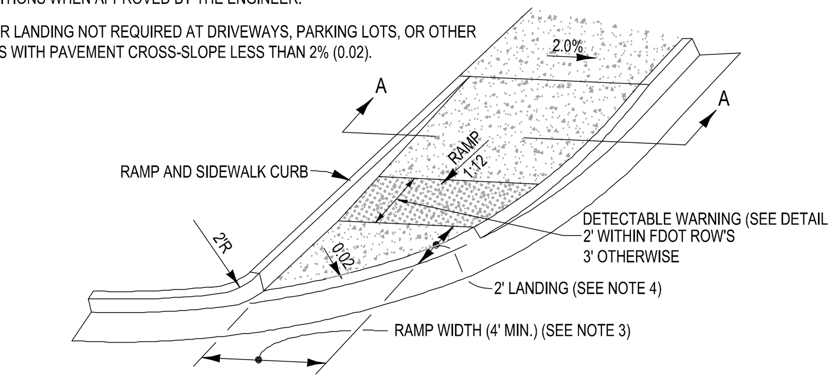
6 TYPE "F" CURB & GUTTER DETAIL

NONE



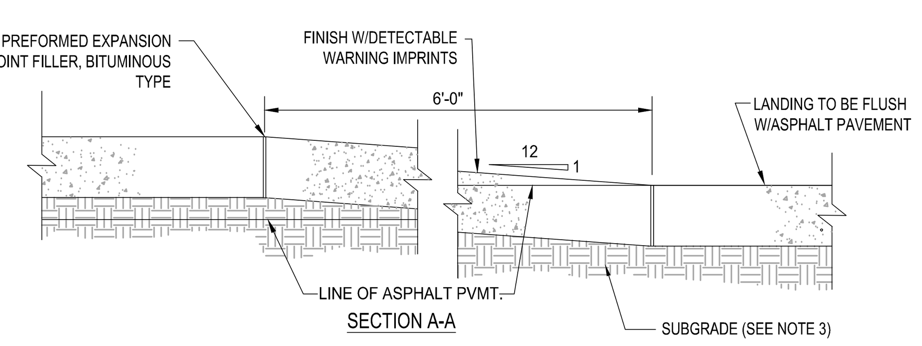
NOTES:

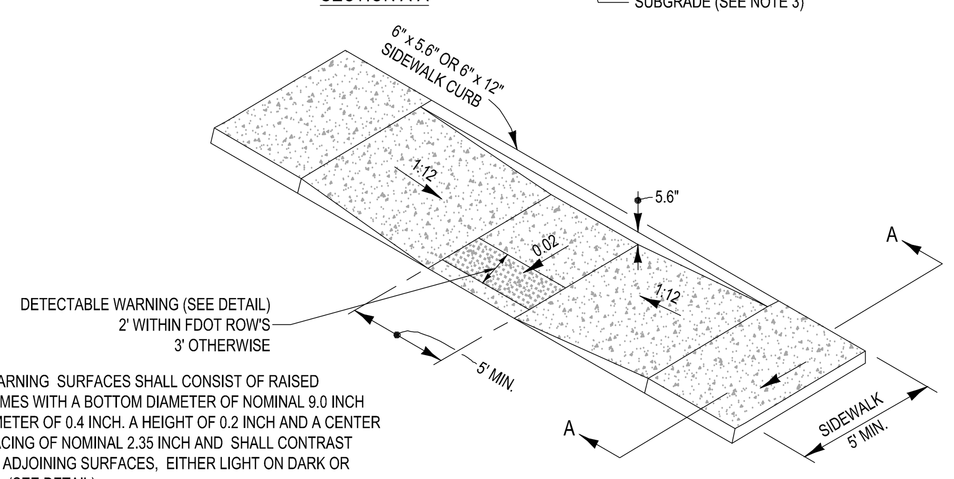
1. SUBGRADE BELOW SIDEWALK SHALL BE COMPACTED TO 98% OF MAX. DENSITY PER A.A.S.H.T.O. T-180.
2 HANDICAP RAMP TO BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST ADA GUIDELINES.
3 RAMP WIDTHS FOR CURB RAMP MAY BE REDUCED TO 3' MIN IN RESTRICTED CONDITIONS WHEN APPROVED BY THE ENGINEER.
4 LOWER LANDING NOT REQUIRED AT DRIVEWAYS, PARKING LOTS, OR OTHER AREAS WITH PAVEMENT CROSS-SLOPE LESS THAN 2% (0.02).



7 ADA CURB RAMP DETAIL - FDOT CR-G

SCALE: NONE



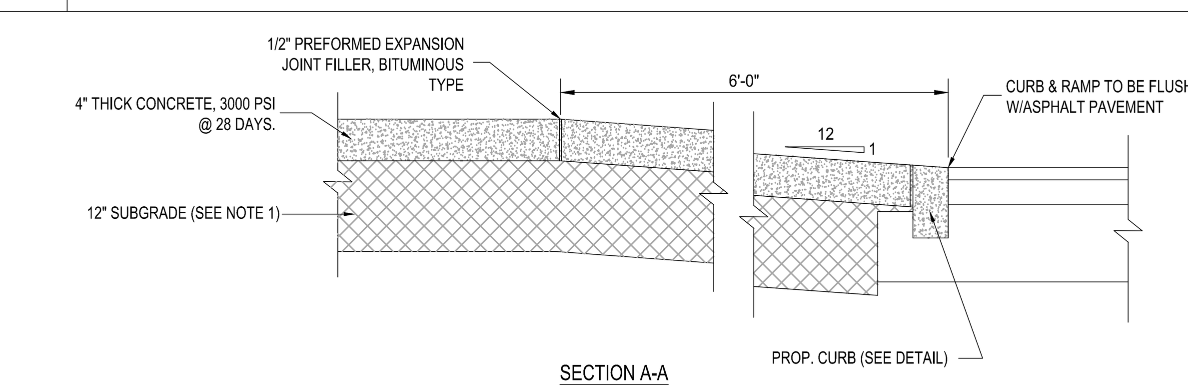


NOTES:

1. DETECTABLE WARNING SURFACES SHALL CONSIST OF RAISED TRUNCATED DOMES WITH A BOTTOM DIAMETER OF NOMINAL 9.0 INCH AND A TOP DIAMETER OF 0.4 INCH. A HEIGHT OF 0.2 INCH AND A CENTER TO CENTER SPACING OF NOMINAL 2.35 INCH AND SHALL CONTRAST VISUALLY WITH ADJOINING SURFACES, EITHER LIGHT ON DARK OR DARK ON LIGHT. (SEE DETAIL)
2. SIDEWALK SHALL BE 4" THICK EXCEPT IN DRIVEWAYS WHERE THE THICKNESS SHALL BE 6".
3. SUBGRADE BELOW SIDEWALK SHALL BE COMPACTED TO 98% OF MAX. DENSITY PER A.A.S.H.T.O. T-99C.
4. CONCRETE STRENGTH SHALL BE MIN. 3000 PSI @ 28 DAYS.
5. SIDEWALK REMOVAL & REPLACEMENTS TO CONSIST OF FULL FLAGS.
6. PROVIDE EXPANSION JOINT (TYPE 'A') AT CONNECTIONS BETWEEN NEW AND EXISTING SIDEWALK.
7. PROVIDE FIBEROUS JOINTS 20' O.C.
8. FOR ADDITIONAL RAMP INFO REFER TO FDOT INDEX No. 304

8 ADA SIDEWALK RAMP DETAIL - FDOT CR-C

SCALE: NONE



NOTES:

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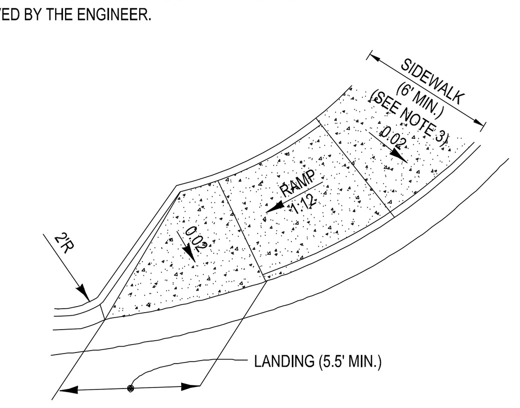
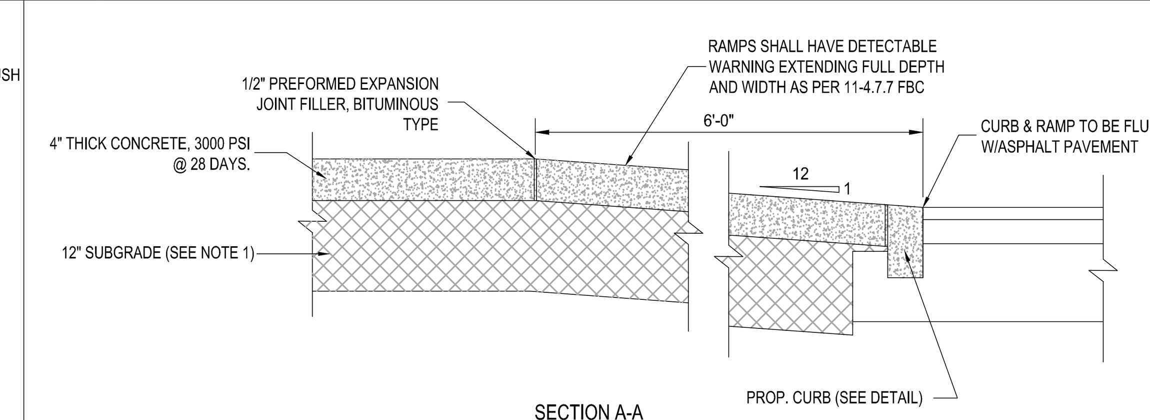


9 ADA PAVERS CURB RAMP DETAIL - FDOT CR-D

SCALE: NONE



NOTES:

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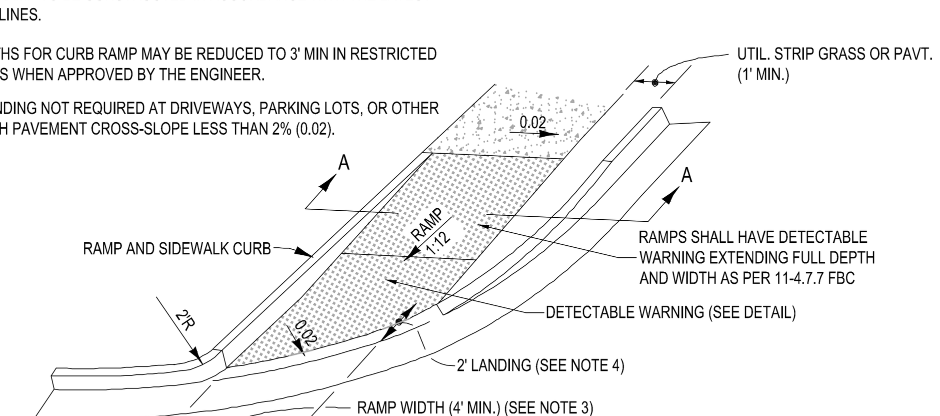
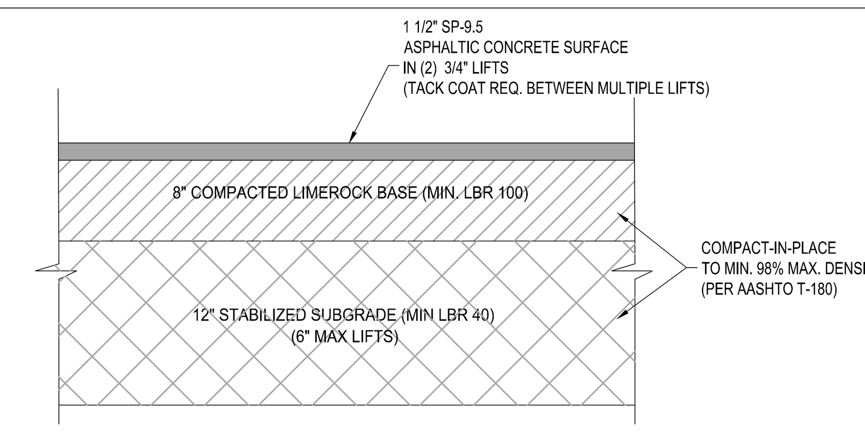


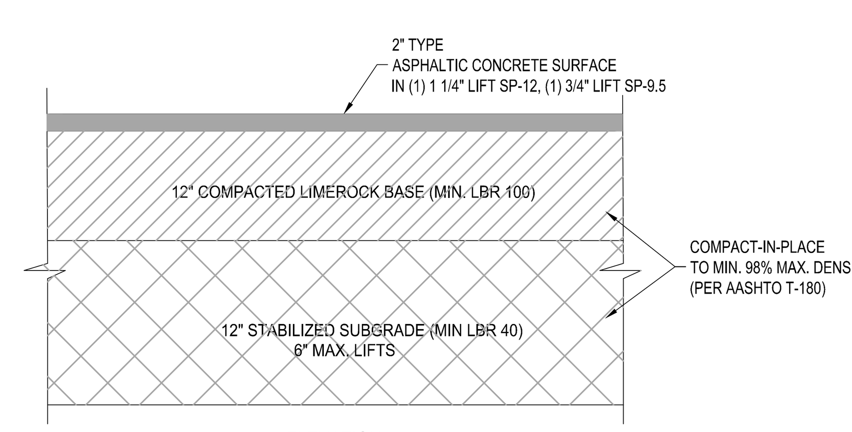
10 ADA CURB RAMP DETAIL - FDOT CR-F

SCALE: NONE



ELEVATION

REGULAR DUTY



ELEVATION

HEAVY DUTY

11 ASPHALTIC CONCRETE PAVEMENT DETAIL

SCALE: NONE

THOMAS ENGINEERING GROUP
CIVIL ENGINEERS - PROJECT MANAGERS - LAND PLANNING - LANDSCAPE ARCHITECTS
6300 NW 31ST AVENUE
FT. LAUDERDALE, FL 33309
P: 954-202-7000
4950 W. KENNEDY BLVD.
SUITE 600
TAMPA, FL 33609
P: 813-379-4100
125 W INDIANTOWN RD.
SUITE 206
JUPITER, FL 33458
P: 561-203-7503

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REVISIONS:

REV:	DATE:	COMMENT:	BY:

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DRC SUBMITTAL

PROJECT No.:	F160048
DRAWN BY:	CAD
CHECKED BY:	ROT
DATE:	05-17-19
CAD I.D.:	SITE DETAILS

PROJECT:

STIRLING SQUARE NWC OF STIRLING RD. & PHIPPEN WAITERS RD.

FOR

MASTER DEVELOPMENT

DANIA BEACH
FLORIDA

THOMAS ENGINEERING GROUP
6300 NW 31ST AVENUE
FORT LAUDERDALE, FL 33309
PH: (954) 202-7000
FX: (954) 202-7070
www.ThomasEngineeringGroup.com

MICHAEL A. TROXELL
PROFESSIONAL ENGINEER
May 17, 2019
FLORIDA LICENSE No. 50572
FLORIDA BUSINESS CERT. OF AUTH. No. 27528

SHEET TITLE:

SITE DETAILS

SHEET NUMBER:

SP-05

Printed on Friday, May 17, 2019, 7:11 AM by Mike Troxell
G:\2019\CREIGHTON CONST & DEV\F190007 - 7-11, DANIA BEACH\DWG\2019-03-20 DRC SUBMITTAL\SITE DETAILS----->LAYOUT: SITE DETAILS

1) Allowable Net Bearing Capacity = 1,500 P.S.F. per the FBC2010, Chapter 16, Table 1806.2.

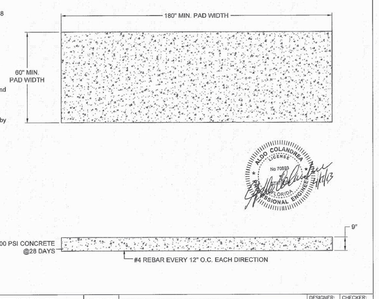
2) The concrete footings shall attain a 3000 psi 28 day compressive strengths:

3) Concrete work shall be accomplished in accordance with the latest "American Concrete Institute" Recommendations

4) Reinforcing steel shall conform to A.S.T.M. A615, Grade 60

5) Contractor shall verify all existing conditions and report any conditions substantially/different than those used by the engineer

6) The subgrade shall be thoroughly compacted by approved methods. All fill under slabs shall be clean sand or rock, free of debris and other deletrious materials.



Brasco	BRASCO INTERNATIONAL, INC. 32400 INDUSTRIAL DRIVE MADISON HEIGHTS, MICHIGAN 48071 1-800-893-3665 WWW.BRASCO.COM	CUSTOMER: BROWARD COUNTY TRANSIT DIVISION	DESIGNER: BMB / CHECKER: AC
		PROJECT: BROWARD COUNTY TRANSIT BUS SHELTER	DATE: 2-14-13 / DATE: 2-15-13
	THIS DRAWING IS CONFIDENTIAL AND IS FOR THE SOLE USE OF OUR CUSTOMERS AND MAY NOT BE REPRODUCED OR COPIED WITHOUT WRITTEN PERMISSION FROM BRASCO INTERNATIONAL.	MODEL: CONCRETE PAD LAYOUT (3 FT. SHELTER) / JOB #	SHEET: 14 / REVISION: A

ALDO COLANDREA LICENSE No 70893 PROFESSIONAL ENGINEER STATE OF FLORIDA 2/14/13

ELECTRICAL NOTES

1. THE ENTIRE INSTALLATION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE NATIONAL ELECTRICAL CODE, THE NATIONAL ELECTRICAL SAFETY CODE, THE LOCAL CITY CODES, RULES AND ORDINANCES GOVERN OTHERWISE.
2. THE CONTRACTOR SHALL OBTAIN ALL PERMITS AND PAY ALL CHARGES, FOR THE TYPE OF CLEARANCE AND INSPECTIONS NECESSARY FOR THE FOLLOWING:
   A. ELECTRICAL INSPECTION DIVISION
   B. ELECTRICAL DIVISION SAFETY CODE
   C. ELECTRICAL DIVISION ELECTRICAL CONSTRUCTION CODE
   D. NATIONAL ELECTRICAL IMPROVEMENTS ASSOCIATION (NEIA)
   E. NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA) STANDARDS SET BY ANSI
   F. ELECTRICAL EQUIPMENT, DEVICES, WIRE, CABLE, ETC. LISTED, OR APPROVED BY UL, ETL, UNDERWRITER'S LABORATORIES INC. (U.L.), WIRE STANDARDS WIRE WIRE GAUGE
3. CONTRACTOR, CONTRACTOR SHALL, SET SOCKET DRAWINGS. CONTRACTOR SHALL INFORM ELECTRICAL CONTRACTOR OF ALL REQUIREMENTS FOR SOCKET CONFIGURATION OF ALL CONNECTIONS WHICH ARE REQUIRED.
4. CONTRACTOR SHALL KEEP ALL STREETS AND WORK AREA PERFECTLY CLEAN AND FREE FROM DEBRIS AT ALL TIMES. ALL DAMAGE TO PROPERTY TO BE REPAIRED.
5. CONTRACTOR SHALL COMPLY AT COST THEY ARE, AND ON BEHALF OF LOCAL CITY, BROWN SHOULD BEING ALL PROVISIONS, INCLUDING CONTRACT PROCEDURE, SAFETY REQUIREMENTS, AND PAYMENT OF ALL FEES, AND ALL OTHER REQUIREMENTS, TO INSTALL THE ELECTRICAL SYSTEM AS SHOWN ON THE PLANS AND DESCRIBED IN THE SPECIFICATIONS. THE CONTRACTOR SHALL PROVIDE ALL MATERIALS, EQUIPMENT, TOOLS, LABOR, TRANSPORTATION, SUPERVISION, AND OTHER SERVICES NECESSARY TO COMPLETE THE INSTALLATION.
6. CONTRACTOR SHALL COORDINATE WORK TO SUBMIT COUNTER OF LOCATION WHERE BUILDING IS THE WORK AREA.
7. ALL CONDUITS, WIRES AND FIXTURES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITION OF THE NATIONAL ELECTRICAL CODE.
8. WARNING LABEL AND ADDRESS SHALL BE APPLIED TO THE ENTRANCE OF A WORKER WHO MAY BE EXPOSED TO ELECTRICAL SHOCK WHILE WORKING ON THE EQUIPMENT.
9. WARNING SIGN SHALL BE APPLIED ON OR ADJACENT TO THE DISCONNECTING MEANS AS PER NEC 690.17 AND NEC 690.53.
10. ALL EXTERIOR LIGHTS AND EQUIPMENT SHALL BE LISTED AND LABELED FOR WET LOCATIONS. ALL EXTERIOR LIGHTS AND EQUIPMENT SHALL BE LISTED AND LABELED FOR WET LOCATIONS. ALL EXTERIOR LIGHTS AND EQUIPMENT SHALL BE LISTED AND LABELED FOR WET LOCATIONS. ALL EXTERIOR LIGHTS AND EQUIPMENT SHALL BE LISTED AND LABELED FOR WET LOCATIONS.
11. CONTRACTOR SHALL PROVIDE ALL NECESSARY LABOR, MATERIALS, EQUIPMENT, TOOLS, TRANSPORTATION, SUPERVISION, AND OTHER SERVICES NECESSARY TO COMPLETE THE INSTALLATION OF THE ELECTRICAL SYSTEM AS SHOWN ON THE PLANS AND DESCRIBED IN THE SPECIFICATIONS. THE CONTRACTOR SHALL PROVIDE ALL MATERIALS, EQUIPMENT, TOOLS, LABOR, TRANSPORTATION, SUPERVISION, AND OTHER SERVICES NECESSARY TO COMPLETE THE INSTALLATION.
12. VOLUME ENVELOPE TO BE INSTALLED AT AN ELEVATION OF 18 INCHES FROM FINISH GROUND.
13. ALL EXTERIOR LIGHTS AND EQUIPMENT SHALL BE LISTED AND LABELED FOR WET LOCATIONS.
14. ALL EXTERIOR LIGHTS AND EQUIPMENT SHALL BE LISTED AND LABELED FOR WET LOCATIONS.
15. ALL EXTERIOR SIGNS AND HARDWARE SHALL BE STAINLESS STEEL TYPE.
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25. PROVIDE WATERPROOF WALL OUTLOOK WHERE CONDUIT TERMINATED IN FULL WALL.
26. ALL EXTERIOR SIGNS AND HARDWARE SHALL BE STAINLESS STEEL TYPE.
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GROUNDING NOTES

1. ALL CONNECTIONS TO GROUND SHALL BE MADE WITH THE APPROVED EXOTHERMIC WELDING CONNECTIONS, UNLESS OTHERWISE NOTED. THE CONTRACTOR SHALL PERFORM ALL EXOTHERMIC WELDING IN ACCORDANCE WITH THE LATEST EDITION OF THE NATIONAL ELECTRICAL CODE.
2. INSTALL GROUND RODS BY DRIVING AND NOT DRILLING.
3. GROUNDING SHALL BE IN COMPLIANCE WITH NEC ARTICLE 250 AND ARTICLE 810 ON GROUNDING.
4. GROUND CONDUCTOR (#8 BARE AND ABOVE) SHALL BE IN COMPLIANCE WITH NEC ARTICLE 250 AND ARTICLE 810 ON GROUNDING.
5. EQUIPMENT GROUNDING CONDUCTORS FOR ALL FEEDERS AND PER OUTPUT CIRCUITS SHALL BE INSTALLED IN ACCORDANCE WITH NEC ARTICLE 250 AND ARTICLE 810.
6. BARE COPPER WIRE PERMITTED IN GROUND SYSTEM AS EXTENDED THAT DOES NOT HAVE A DIRECTIONAL CHANGE GREATER THAN 45 DEG. ALL GROUND WIRE SHALL BE INSTALLED IN ACCORDANCE WITH NEC ARTICLE 250 AND ARTICLE 810.
7. THE STRUT PANEL SHALL BE GROUNDED #8 AWG GROUND WIRE WHICH CONNECTED TO THE MAIN GROUND BUS OF THE GROUND BUS.

EQUIPMENT SCHEDULE

1. CONTRACTOR SHALL INSTALLED EQUIPMENT IN ACCORDANCE WITH THE LATEST EDITION OF THE NATIONAL ELECTRICAL CODE, THE NATIONAL ELECTRICAL SAFETY CODE, THE LOCAL CITY CODES, RULES AND ORDINANCES GOVERN OTHERWISE.
2. ALL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITION OF THE NATIONAL ELECTRICAL CODE, THE NATIONAL ELECTRICAL SAFETY CODE, THE LOCAL CITY CODES, RULES AND ORDINANCES GOVERN OTHERWISE.
3. LOAD CENTERS TO INSTALL ON STRUT, IN ACCESSIBLE LOCATION.
4. JUNCTION BOX: PROVIDE 2" X 4" JUNCTION BOX TO ACCOMMODATE LIGHT FIXTURE WIRING.
5. PROVIDE SOLAR CELLS, SOLAR CHARGE CONTROLLER AND ON/OFF SW EQUAL, FOR OVERALL SYSTEM SHOWN, FUNCTIONS.
6. MATCHED SIGNS PER COUNTY SPEC. SIGN SHALL BE ANODIZED.
7. ALL EXTERIOR LIGHTS AND EQUIPMENT SHALL BE LISTED AND LABELED FOR WET LOCATIONS. ALL EXTERIOR LIGHTS AND EQUIPMENT SHALL BE LISTED AND LABELED FOR WET LOCATIONS.
8. MATCHED CIRCUIT BREAKERS SHOWN TO MAIN, TWO POLES, THERMO-MAGNETIC CIRCUIT BREAKER CONSIST (PHILLIPS/TYCO) INTERCHANGEABLE PART #QO-115/15 OR EQUAL.
   a. 20A 2P, PHASING CONTACT SHS, PART #QO-2H-20-UL, 10ka, FEEDERS-SHHL, SHORTING BARS.
   b. 15A 2P, PHASING CONTACT SHS, PART #QO-2H-15-UL, 10 KA, FEED-SHHL, SHORTING BARS.
   c. 20A 2P, PHASING CONTACT SHS, PART #QO-2H-20-UL, 10 KA, FEED-SHHL, SHORTING BARS.
   d. 15A 2P, PHASING CONTACT SHS, PART #QO-2H-15-UL, 10 KA, FEED-SHHL, SHORTING BARS.
9. MATCHED CIRCUIT BREAKERS SHOWN TO MAIN, TWO POLES, THERMO-MAGNETIC CIRCUIT BREAKER CONSIST (PHILLIPS/TYCO) INTERCHANGEABLE PART #QO-115/15 OR EQUAL.
10. LOAD CIRCUIT BREAKERS SHOWN 1 AMP, TWO POLES, THERMO-MAGNETIC CIRCUIT, INTERCHANGEABLE PART #QO-115/15 OR EQUAL, SHORTING BARS, PHASING BARS.
11. GROUND BAR: SHORTY (QO-4-L, 2-QO-LUG) CONNECTOR CIRCUIT-CHANGER OR EQUAL.
12. LAND CABLES TO 10, 12 TO 6 AWG THWN-2 CONDUCTORS RATED 90°C
13. CONTRACTOR SHALL PROVIDE ALL NECESSARY LABOR, MATERIALS, EQUIPMENT, TOOLS, TRANSPORTATION, SUPERVISION, AND OTHER SERVICES NECESSARY TO COMPLETE THE INSTALLATION OF THE ELECTRICAL SYSTEM AS SHOWN ON THE PLANS AND DESCRIBED IN THE SPECIFICATIONS. THE CONTRACTOR SHALL PROVIDE ALL MATERIALS, EQUIPMENT, TOOLS, LABOR, TRANSPORTATION, SUPERVISION, AND OTHER SERVICES NECESSARY TO COMPLETE THE INSTALLATION.
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15. GROUND RODS: PROVIDE 10' X 5/8" PC GRILE ON APPROVED EQUAL.
16. MATERIAL LABELS: 1/2 AWG 200
17. GROUNDING CONDUCTORS: 1/0 X AWG THWN-2 GROUNDED CONDUCTOR, RATED 60°C
18. BARE GROUND CONDUCTORS: 1/0 X 1/0 AWG BARE GROUND CONDUCTOR
19. DIGITAL TRANSDUCER MONITOR: SERVICE 60W - 240VAC, 100mA

ELECTRICAL SYMBOL LEGEND

SYMBOL	DESCRIPTION
A	LUMINAIRES: SHOWN TO CONFORM WITH LIGHT FIXTURE SCHEDULE.
	LED CARPORT FIXTURE, SURFACE MOUNTED
	BASIC MATERIALS
	DUPLEX RECEPTACLE, 20 AMP., 125V., (A.U.L.-listed)
	GFCI DUPLEX RECEPTACLE, 20 AMP., 125V., (A.U.L.-listed)
	DISCONNECT SWITCH, SIZE AS NOTED
	# OF POLES ENCLOSURE TYPE: NEMA 3R- FOR EXTERIOR NEMA 1- FOR INTERIOR
	FUSE SIZE (* DENOTES AS PER MANUFACTURER)
	GROUND OR GROUND ROD AS NOTED
	CONDUIT TURNING UP
	CONDUIT TURNING DOWN
	CONDUIT STUB
	CONDUIT CONTINUED
	SERVICE AND DISTRIBUTION
	ELECTRICAL BRANCH CIRCUIT PANELBOARD, SURFACE MOUNTED. (SEE PANEL SCHEDULE FOR DETAILS)
	TRANSFORMER, SIZE AS NOTED
	EXISTING EQUIPMENT TO REMAIN
	EQUIPMENT OR WORK OF THIS PROJECT
	NO SWITCH
	IN-LINE PULL-OUT FUSE HOLDER
	PARTIAL - INSTALL PARAM HERE
	CIRCUIT BREAKER SHO-POLE
	CIRCUIT BREAKER SHO-PHASE
	LIGHT FIXTURE

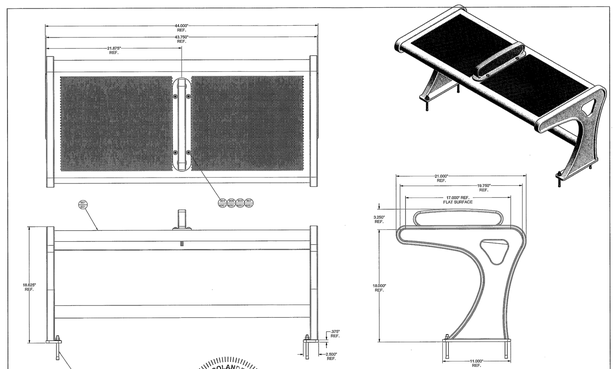
NOTE: SOME SYMBOLS SHOWN ON THIS LEGEND MAY NOT PERTAIN TO THIS PROJECT.

ALDO COLANDREA LICENSE No 70893 PROFESSIONAL ENGINEER STATE OF FLORIDA 2/14/13

Brasco	BRASCO INTERNATIONAL, INC. 32400 INDUSTRIAL DRIVE MADISON HEIGHTS, MICHIGAN 48071 1-800-893-3665 WWW.BRASCO.COM	CUSTOMER: BROWARD COUNTY TRANSIT DIVISION	DESIGNER: BMB / CHECKER: PN
		PROJECT: BROWARD COUNTY TRANSIT BUS SHELTER	DATE: 2-14-13 / DATE: 2-15-13
	THIS DRAWING IS CONFIDENTIAL AND IS FOR THE SOLE USE OF OUR CUSTOMERS AND MAY NOT BE REPRODUCED OR COPIED WITHOUT WRITTEN PERMISSION FROM BRASCO INTERNATIONAL.	MODEL: ELECTRICAL PLAN (GENERAL NOTES) / JOB #	SHEET: 18 / REVISION: A

NOTES:

1. CONTRACTOR SHALL NOTIFY NOEMI HEW, BROWARD COUNTY TRANSIT DIVISION AT 954-357-8380 TWO (2) WEEKS PRIOR TO REMOVAL OF EXISTING BUS SHELTER FOR INSPECTION AND LOCATION OF TEMPORARY STORAGE. IN ADDITION, CONTRACTOR SHALL NOTIFY NOEMI HEW TWO (2) WEEKS PRIOR TO INSTALLATION OF THE RELOCATED BUS SHELTER.



ITEM	QTY	REF	DESCRIPTION	CUST NUMBER	STATUS
BR	4	001	3HP 3L-S.S. LOCK BRACKET	FHBP	
BR	4	002	3HP 3L-S.S.FLAT 3L-NIGHLA-RAISER-BELT	FFHR	
BR	4	003	3L-S.S.F.F.L.S. 3L-TAMPER-RESISTANT BUTTON-SOCKET-CAP-SCREW	F1-CAP	
BR	4	004	3HP 3L-S.S. FLAT-WASHER	FWSL	
BR	4	005	3HP 3L-S.S.LOCKWASHER	FWSS	
BR	4	006	3HP 3L-S.S. NUT	FNSS	
BC	1	001	BRACKETS-LONGPART	WS-SWL	
BP	1	001	BRACKET	WS-SWL	
BR	4	007	3HP 3L-S.S.-SHORT	FSHR	

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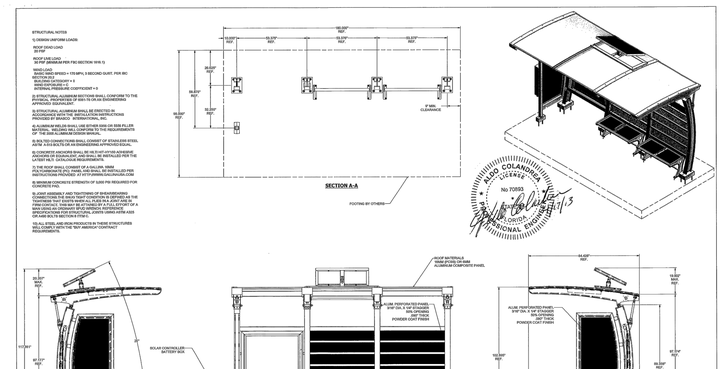

ALDO F. COLANDREA, PH.D., P.E. 13710 REECK RD., SOUTHGATE MI, 48195 734-324-2924W, 734-7353915C

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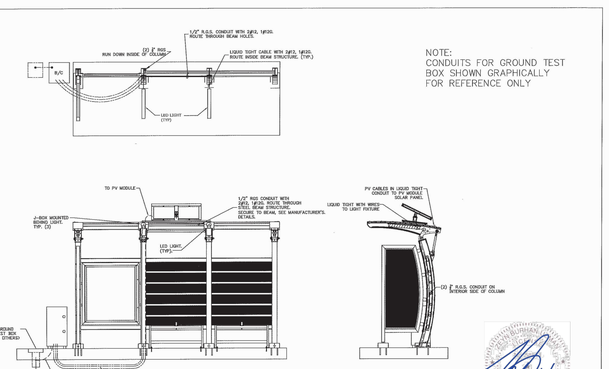

NOTE:
CONDUITS FOR GROUND TEST BOX SHOWN GRAPHICALLY FOR REFERENCE ONLY

LAYOUT TYPICAL FOR ALL SHELTER SIZES

ALDO COLANDREA LICENSE No 70893 PROFESSIONAL ENGINEER STATE OF FLORIDA 2/14/13

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		PROJECT: BROWARD COUNTY TRANSIT BUS SHELTER	DATE: 2-14-13 / DATE: 2-15-13
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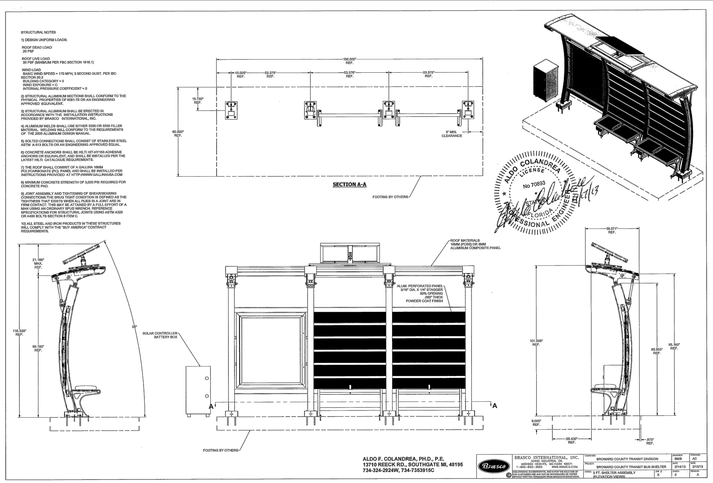

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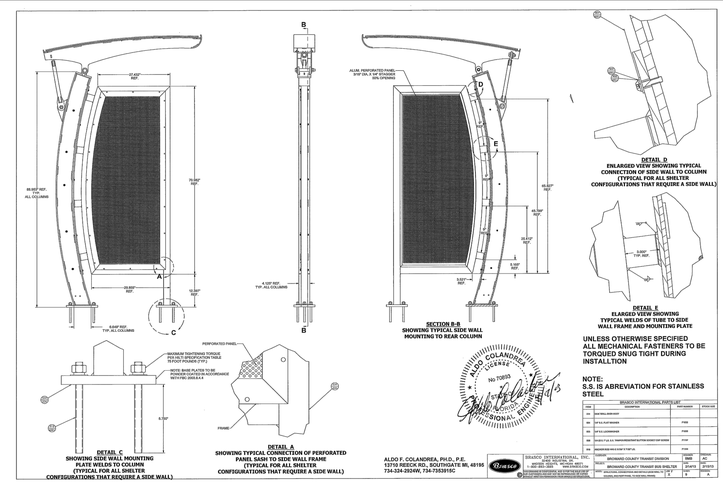

UNLESS OTHERWISE SPECIFIED
ALL MECHANICAL FASTENERS TO BE TORQUED SNUG TIGHT DURING INSTALLTION

NOTE:
S.S. IS ABREVIATION FOR STAINLESS STEEL

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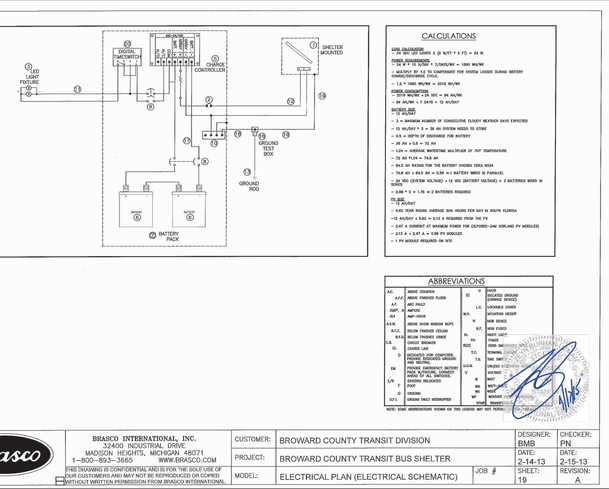


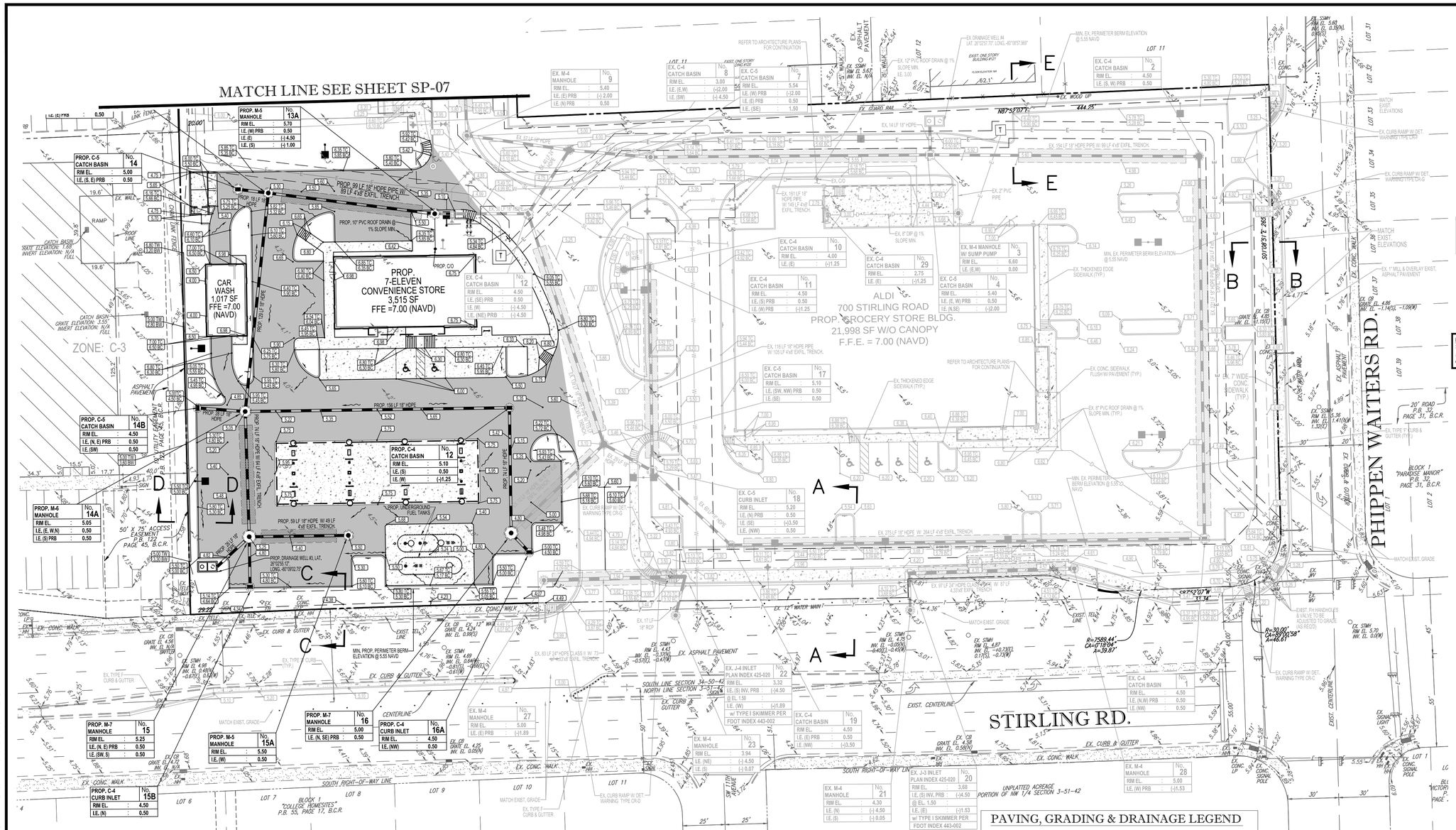
CALCULATIONS

LOAD CALCULATION
– 24 VOLT DC LED LIGHTS 2 (8 X(77 Y 2 F)) = 24 X

POWER REQUIREMENTS
– 24 X 8 X 32 X(0.8 Y 1)(Ah)/W = 1920 Wh/W

– WATTHY BY 1.2 TO COMPENSATE FOR SYSTEM LOSSES DURING BATTERY CHARGE/DISCHARGE CYCLE.
– 1.2 Y 1920 Wh/W = 2304 Wh/W

POWER CONSUMPTION
– 2304 Wh/W



NOTE:
SUMP PUMP TO BE GOULDS SERIES 3887 MODEL #WS01718BF 90 GPM AT 20.0 TDH, ¾ HP, AUTO CONTROL OR APPROVED EQUAL.

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BCTED NOTE:

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THE FOLLOWING ITEMS ARE NOT REVIEWED OR ACCEPTED BY BROWARD COUNTY:

1. BROWARD COUNTY TRAFFIC ENGINEERING DIVISION'S REVIEW DOES NOT INCLUDE A REVIEW AND ACCEPTANCE OF THE PROJECT'S DESIGN OR OPERATION. THESE ITEMS ARE TO BE REVIEWED AND APPROVED BY THE CITY ENGINEER.

2. BROWARD COUNTY TRAFFIC ENGINEERING DIVISION DOES NOT REVIEW AND APPROVE, OR INSPECT AND ACCEPT THE FOLLOWING ITEMS FOR MAINTENANCE: PAVEMENT MARKINGS ON PAVER BRICKS, STAMPED ASPHALT OR PAVEMENT MARKINGS MADE OF PAVER BRICKS, RAISED INTERSECTIONS AND RELATED MARKINGS AND SIGNING, UN-WARRANTED MID-BLOCK CROSSWALKS AND RELATED MARKINGS AND SIGNING, UN-WARRANTED CROSSWALKS AND RELATED MARKINGS AND SIGNING, PAINTED/DECORATIVE CROSSWALKS, RECTANGULAR RAPID FLASHER BEACONS AND RELATED MARKINGS AND SIGNING, ON-STREET PARKING AND RELATED MARKINGS AND SIGNING, IN-ROAD LIGHTING AND RELATED MARKINGS AND SIGNING, GREEN BIKE LANES, FLEXIBLE DELINEATORS, DECORATIVE SIGNS AND DECORATIVE SIGN POSTS, PLANTERS, ON-SITE PAVEMENT MARKINGS AND SIGNING, OFF-SITE PAVEMENT MARKINGS AND SIGNING IN RIGHT-OF-WAY THAT IS NOT DEDICATED FOR PUBLIC USE, SIDEWALK WORK OR ASPHALT WORK.

3. THE CITY ENGINEER IS RESPONSIBLE FOR THE REVIEW AND APPROVAL OF THE DESIGN AND OPERATION OF THE PROJECT, AND FOR THE INSPECTION AND ACCEPTANCE OF THE FOLLOWING ITEMS THAT WILL BE MAINTAINED BY THE CITY: PAVEMENT MARKINGS ON PAVER BRICKS, STAMPED ASPHALT OR PAVEMENT MARKINGS MADE OF PAVER BRICKS, RAISED INTERSECTIONS AND RELATED MARKINGS AND SIGNING, UNWARRANTED MID-BLOCK CROSSWALKS AND RELATED MARKINGS AND SIGNING, UN WARRANTED CROSSWALKS AND RELATED MARKINGS AND SIGNING, PAINTED/DECORATIVE CROSSWALKS, RECTANGULAR RAPID FLASHER BEACONS AND RELATED MARKINGS AND SIGNING, ON-STREET PARKING AND RELATED MARKINGS AND SIGNING, IN-ROAD LIGHTING AND RELATED MARKINGS AND SIGNING, GREEN BIKE LANES, FLEXIBLE DELINEATORS, DECORATIVE SIGNS AND DECORATIVE SIGN POSTS, PLANTERS, ON-SITE PAVEMENT MARKINGS AND SIGNING, OFF-SITE PAVEMENT MARKINGS AND SIGNING IN RIGHT-OF-WAY THAT IS NOT DEDICATED FOR PUBLIC USE, SIDEWALK WORK AND ASPHALT WORK.

CONSTRUCTION NOTES:

1. CONTRACTOR TO SAW-CUT AT ALL LOCATIONS OF REMOVAL OF EXISTING CONC. SIDEWALK, CONC. CURB AND ASPHALT UNLESS OTHERWISE NOTED. ALL BASE AND SUBASE MATERIAL SHALL BE REMOVED WITHIN THE PROPOSED LANDSCAPED AREA.
2. CONTRACTOR TO MATCH EXIST. GRADES AND TO CONSTRUCT A SMOOTH TRANSITION FROM EXISTING FACILITIES TO PROPOSED.
3. CONTRACTOR TO REMOVE ALL CONSTRUCTION DEBRIS FROM CONSTRUCTION SITE AND DISPOSE PER LOCAL ORDINANCES.
4. CONTRACTOR TO ENSURE ALL CONSTRUCTION IS IN ACCORDANCE WITH CITY DESIGN STANDARDS.
5. CONTRACTOR TO SOD ALL DISTURBED AREAS, SODDING INCLUDES MAINTAINING SLOPE AND SOD UNTIL COMPLETION AND ACCEPTANCE OF THE TOTAL PROJECT OR GROWTH IS ESTABLISHED WHICHEVER COMES LAST.
6. ALL EXISTING TRAFFIC SIGNS DISTURBED DURING CONSTRUCTION SHALL BE REINSTALLED WHERE APPLICABLE BY THE CONTRACTOR.
7. THESE PLANS REFLECT CONDITIONS KNOWN DURING PLAN DEVELOPMENT. IN THE EVENT THAT ACTUAL PHYSICAL CONDITIONS PREVENT THE APPLICATION OF THESE STANDARDS OR THE PROGRESSION OF THE WORK, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO CONSTRUCTION OF AFFECTED AREA.
8. THE CONTRACTOR SHALL PROTECT ALL EXISTING STRUCTURES, STORM DRAINS, UTILITIES, AND OTHER FACILITIES TO REMAIN AND SHALL REPAIR ANY DAMAGES DUE TO HIS/HER CONSTRUCTION ACTIVITIES AT NO ADDITIONAL COST TO THE OWNER.
9. NOTIFY SUNSHINE STATE ONE CALL (1-800-432-4770) PRIOR TO CONSTRUCTION.
10. PROJECT BASED ON DESIGN SURVEY PREPARED BY OTHERS.
11. DURATION OF CONSTRUCTION IN ACCORDANCE WITH FDOT STANDARD INDEX NO. 600.
12. THE CONTRACTOR SHALL NOT ENCROACH ONTO PRIVATE PROPERTY WITHOUT EASEMENTS NECESSARY FOR COMPLETION OF THE WORK.
13. THE EXISTING UNDERGROUND UTILITIES SHOWN ARE PER ABOVE GROUND SURVEY DATA AND UTILITY AS-BUILT DATA. THIS INFORMATION DOES NOT WARRANT EXACT SIZE AND LOCATION OF THE UTILITIES. ALSO, THERE MAY BE ADDITIONAL UTILITIES WITHIN THE LIMITS OF CONSTRUCTION THAT MAY BE AFFECTED.
14. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING AND PROTECTING EXISTING UTILITIES DURING THE COURSE OF CONSTRUCTION.
15. REFER TO ARCHITECTURAL PLANS FOR CONTINUATION OF ROOF LEADERS.
16. HANDICAP PARKING SPACES AND ACCESS WAYS SHALL NOT EXCEED 2.0% MAXIMUM SLOPE IN ANY DIRECTION. CONTRACTOR SHALL NOTIFY ENGINEER PRIOR TO COMMENCEMENT OF WORK IF SLOPES WOULD BE EXCEEDED FOR DIRECTION. RE-WORK REQUIRED DUE TO NON-NOTIFICATION SHALL BE PERFORMED WITHOUT ADDITIONAL COMPENSATION.
17. ALL SIDEWALKS SHOULD HAVE A MAXIMUM CROSS SLOPE OF 2.0%
18. PRB = POLLUTANT RETARDANT BAFFLE (SEE DETAIL SHEET).
20. ALL GRADE SHOTS ARE TO BE EDGE OF PAVEMENT (EOP) UNLESS OTHERWISE NOTED.
21. CONTRACTOR IS REQUIRED TO CLEAN THE PROPOSED STORM DRAINAGE SYSTEM PRIOR TO FINAL ACCEPTANCE. ADDITIONALLY, ADJACENT EXISTING DRAINAGE SYSTEM SHALL BE CLEANED IF SEDIMENT ENTERS THE SYSTEM AS REQUIRED BY THE SYSTEM OWNER.
22. PRIOR TO COMMENCEMENT OF WORK ALL REQUIRED SEDIMENT AND EROSION CONTROL MEASURES SHALL BE INSTALLED AND INSPECTED BY LOCAL GOVERNING AGENCY AND OR TO ENGINEER OF RECORD..
23. ALL AFFECTED AREAS DISTURBED NOT NOTED TO BE LANDSCAPED SHALL BE SODDED.

PAVING, GRADING & DRAINAGE LEGEND

EXISTING NOTE	TYPICAL NOTE TEXT	PROPOSED NOTE
W	UNDERGROUND WATER LINE	W
	UNDERGROUND ELECTRIC LINE	E
	UNDERGROUND TELEPHONE LINE	T
	STORM SEWER	
S	SANITARY SEWER MAIN	
OH	OVERHEAD WIRE	
E or T	OVERHEAD TRAFFIC WIRE	
	SANITARY SEWER LATERAL	
S	SANITARY MANHOLE	
D	STORM MANHOLE	
	CATCH BASIN	
	WATER METER	
	CLEAN OUT	
	GRADE SPOT SHOT (BOTTOM ELEVATION IF AT CURB)	XXX
X.XX	TOP OF CURB BOTTOM OF CURB	TC XXX BC XXX

HATCH LEGEND

PROPOSED ASPHALT PAVEMENT

PROPOSED CONCRETE

EXISTING CONCRETE

PROPOSED HEAVY DUTY ASPHALT PAVEMENT

DATUM NOTE:
ALL ELEVATIONS SHOW HEREON ARE IN FEET AND ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD). ADD 1.54 TO CONVERT TO NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD).

THOMAS ENGINEERING GROUP
CIVIL ENGINEERS - PROJECT MANAGERS - LAND PLANNING - LANDSCAPE ARCHITECTS
6300 NW 31ST AVENUE FT. LAUDERDALE, FL 33309 P: 954-202-7000
4950 W. KENNEDY BLVD. SUITE 600 TAMPA, FL 33609 P: 813-379-4100
125 W INDIANTOWN RD. SUITE 206 JUPITER, FL 33458 P: 561-203-7503

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REVISIONS:

REV:	DATE:	COMMENT:	BY:

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DRC SUBMITTAL

PROJECT No.:	F160048
DRAWN BY:	CAD
CHECKED BY:	ROT
DATE:	05-17-19
CAD I.D.:	PAVING GRADING & DRAINAGE

PROJECT:

STIRLING SQUARE NWC OF STIRLING RD. & PHIPPEN WAITERS RD.

FOR

MASTER DEVELOPMENT

DANIA BEACH FLORIDA

THOMAS ENGINEERING GROUP
6300 NW 31ST AVENUE
FORT LAUDERDALE, FL 33309
PH: (954) 202-7000
FX: (954) 202-7070
www.ThomasEngineeringGroup.com

MICHAEL A. TROXELL
PROFESSIONAL ENGINEER
May 17, 2019
FLORIDA LICENSE No. 50572
FLORIDA BUSINESS CERT. OF AUTH. No. 27528

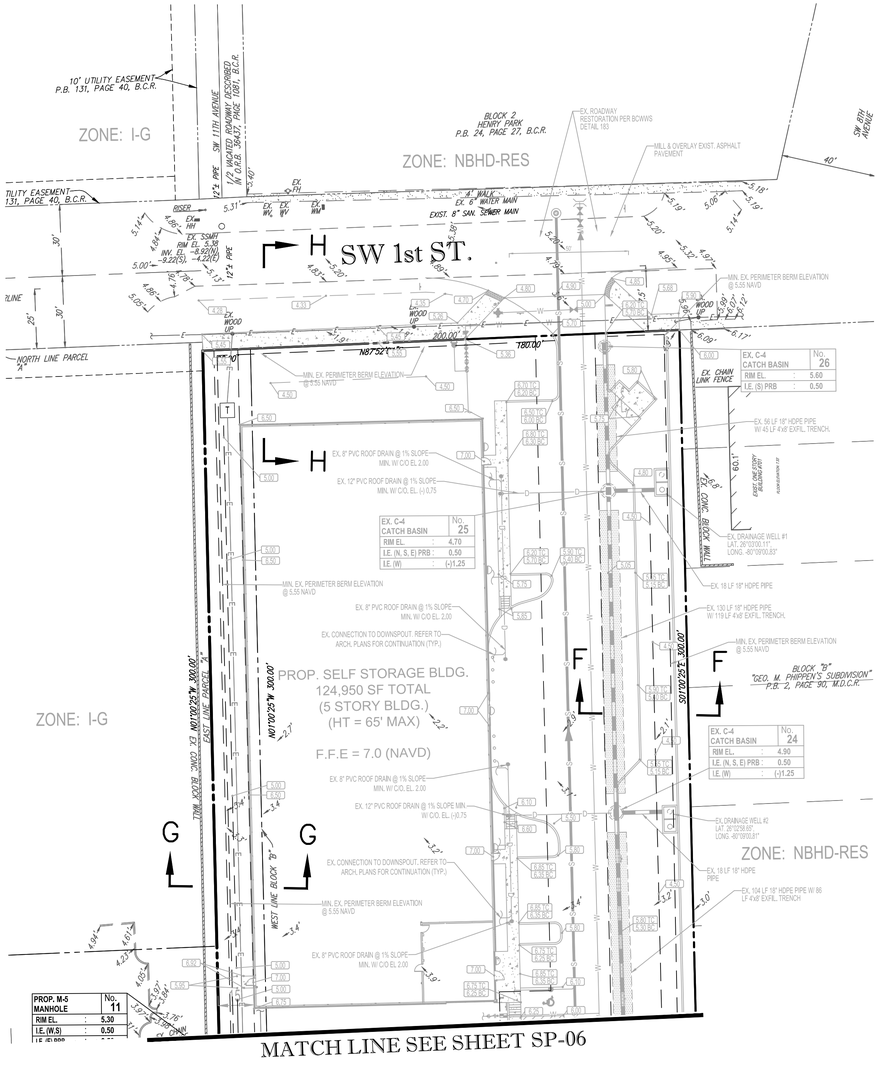
SHEET TITLE:

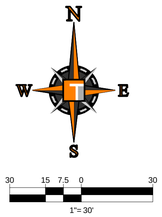
PAVING, GRADING & DRAINAGE PLAN

SHEET NUMBER:

SP-06

Printed on Friday, May 17, 2019, 7:12 AM by Mike Troxell
C:\2019\CREIGHTON, CONST & DEV\F160027 P-11, DANIA BEACH\DWG\2019-03-20 DRC SUBMITTAL\PAVING GRADING & DRAINAGE PLAN-----XLNYDUP, PAVING GRADING & DRAINAGE PLAN





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PAVING, GRADING & DRAINAGE LEGEND

EXISTING NOTE	TYPICAL NOTE TEXT	PROPOSED NOTE
W	UNDERGROUND WATER LINE	W
	UNDERGROUND ELECTRIC LINE	E
	UNDERGROUND TELEPHONE LINE	T
	STORM SEWER	
S	SANITARY SEWER MAIN	
OH	OVERHEAD WIRE	
E OT	OVERHEAD TRAFFIC WIRE	
	SANITARY SEWER LATERAL	
S	SANITARY MANHOLE	
D	STORM MANHOLE	
	CATCH BASIN	
	WATER METER	
	CLEAN OUT	
	GRADE SPOT SHOT (BOTTOM ELEVATION IF AT CURB)	XXX
X.XX	TOP OF CURB BOTTOM OF CURB	TC X.XX BC X.XX

HATCH LEGEND

PROPOSED ASPHALT PAVEMENT

PROPOSED CONCRETE

EXISTING CONCRETE

PROPOSED HEAVY DUTY ASPHALT PAVEMENT

PROP. EXFILTRATION TRENCH
(4' DEEP x 8' WIDE) = 1,676 LF

DATUM NOTE:
ALL ELEVATIONS SHOW HEREON ARE IN FEET AND ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD). ADD 1.54 TO CONVERT TO NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD).

CONSTRUCTION NOTES:

1. CONTRACTOR TO SAW-CUT AT ALL LOCATIONS OF REMOVAL OF EXISTING CONC. SIDEWALK, CONC. CURB AND ASPHALT UNLESS OTHERWISE NOTED. ALL BASE AND SUBASE MATERIAL SHALL BE REMOVED WITHIN THE PROPOSED LANDSCAPED AREA.
2. CONTRACTOR TO MATCH EXIST. GRADES AND TO CONSTRUCT A SMOOTH TRANSITION FROM EXISTING FACILITIES TO PROPOSED.
3. CONTRACTOR TO REMOVE ALL CONSTRUCTION DEBRIS FROM CONSTRUCTION SITE AND DISPOSE PER LOCAL ORDINANCES.
4. CONTRACTOR TO ENSURE ALL CONSTRUCTION IS IN ACCORDANCE WITH CITY DESIGN STANDARDS.
5. CONTRACTOR TO SOD ALL DISTURBED AREAS, SODDING INCLUDES MAINTAINING SLOPE AND SOD UNTIL COMPLETION AND ACCEPTANCE OF THE TOTAL PROJECT OR GROWTH IS ESTABLISHED WHICHEVER COMES LAST.
6. ALL EXISTING TRAFFIC SIGNS DISTURBED DURING CONSTRUCTION SHALL BE REINSTALLED WHERE APPLICABLE BY THE CONTRACTOR.
7. THESE PLANS REFLECT CONDITIONS KNOWN DURING PLAN DEVELOPMENT. IN THE EVENT THAT ACTUAL PHYSICAL CONDITIONS PREVENT THE APPLICATION OF THESE STANDARDS OR THE PROGRESSION OF THE WORK, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO CONSTRUCTION OF AFFECTED AREA.
8. THE CONTRACTOR SHALL PROTECT ALL EXISTING STRUCTURES, STORM DRAINS, UTILITIES, AND OTHER FACILITIES TO REMAIN AND SHALL REPAIR ANY DAMAGES DUE TO HIS/HER CONSTRUCTION ACTIVITIES AT NO ADDITIONAL COST TO THE OWNER.
9. NOTIFY SUNSHINE STATE ONE CALL (1-800-432-4770) PRIOR TO CONSTRUCTION.
10. PROJECT BASED ON DESIGN SURVEY PREPARED BY OTHERS.
11. DURATION OF CONSTRUCTION IN ACCORDANCE WITH FDOT STANDARD INDEX NO. 600.
12. THE CONTRACTOR SHALL NOT ENCROACH ONTO PRIVATE PROPERTY WITHOUT EASEMENTS NECESSARY FOR COMPLETION OF THE WORK.
13. THE EXISTING UNDERGROUND UTILITIES SHOWN ARE PER ABOVE GROUND SURVEY DATA AND UTILITY AS-BUILT DATA. THIS INFORMATION DOES NOT WARRANT EXACT SIZE AND LOCATION OF THE UTILITIES. ALSO, THERE MAY BE ADDITIONAL UTILITIES WITHIN THE LIMITS OF CONSTRUCTION THAT MAY BE AFFECTED.
14. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING AND PROTECTING EXISTING UTILITIES DURING THE COURSE OF CONSTRUCTION.
15. REFER TO ARCHITECTURAL PLANS FOR CONTINUATION OF ROOF LEADERS.
16. HANDICAP PARKING SPACES AND ACCESS WAYS SHALL NOT EXCEED 2.0% MAXIMUM SLOPE IN ANY DIRECTION. CONTRACTOR SHALL NOTIFY ENGINEER PRIOR TO COMMENCEMENT OF WORK IF SLOPES WOULD BE EXCEEDED FOR DIRECTION. RE-WORK REQUIRED DUE TO NON-NOTIFICATION SHALL BE PERFORMED WITHOUT ADDITIONAL COMPENSATION.
17.
18. ALL SIDEWALKS SHOULD HAVE A MAXIMUM CROSS SLOPE OF 2.0%
19. PRB = POLLUTANT RETARDANT BAFFLE (SEE DETAIL SHEET).
20. ALL GRADE SHOTS ARE TO BE EDGE OF PAVEMENT (EOP) UNLESS OTHERWISE NOTED.
21. CONTRACTOR IS REQUIRED TO CLEAN THE PROPOSED STORM DRAINAGE SYSTEM PRIOR TO FINAL ACCEPTANCE. ADDITIONALLY, ADJACENT EXISTING DRAINAGE SYSTEM SHALL BE CLEANED IF SEDIMENT ENTERS THE SYSTEM AS REQUIRED BY THE SYSTEM OWNER.
22. PRIOR TO COMMENCEMENT OF WORK ALL REQUIRED SEDIMENT AND EROSION CONTROL MEASURES SHALL BE INSTALLED AND INSPECTED BY LOCAL GOVERNING AGENCY AND OR TO ENGINEER OF RECORD..
23. ALL AFFECTED AREAS DISTURBED NOT NOTED TO BE LANDSCAPED SHALL BE SODDED.

THOMAS ENGINEERING GROUP
CIVIL ENGINEERS - PROJECT MANAGERS - LAND PLANNING - LANDSCAPE ARCHITECTS
6300 NW 31ST AVENUE FT. LAUDERDALE, FL 33309 P: 954-202-7000
4950 W. KENNEDY BLVD. SUITE 600 TAMPA, FL 33609 P: 813-379-4100
125 W INDIANTOWN RD. SUITE 206 JUPITER, FL 33458 P: 561-203-7503

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REV:	DATE:	COMMENT:	BY:

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PROJECT No.: F160048
DRAWN BY: CAD
CHECKED BY: ROT
DATE: 05-17-19
CAD I.D.: PAVING GRADING & DRAINAGE PLAN

PROJECT:

STIRLING SQUARE NWC OF STIRLING RD. & PHIPPEN WAITERS RD.

FOR

MASTER DEVELOPMENT

DANIA BEACH
FLORIDA

THOMAS ENGINEERING GROUP
6300 NW 31ST AVENUE
FORT LAUDERDALE, FL 33309
PH: (954) 202-7000
FX: (954) 202-7070
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MICHAEL A. TROXELL
PROFESSIONAL ENGINEER
May 17, 2019
FLORIDA LICENSE No. 50572
FLORIDA BUSINESS CERT. OF AUTH. No. 27528

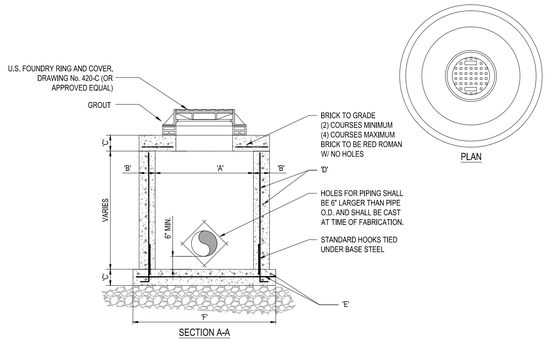
SHEET TITLE:

PAVING, GRADING & DRAINAGE PLAN

SHEET NUMBER:

SP-07

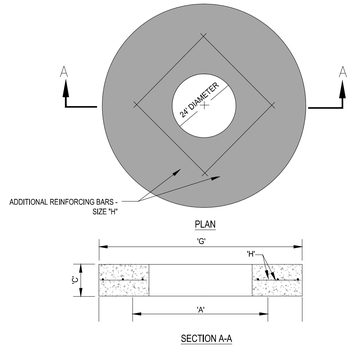
Printed on Friday, May 17, 2019, 7:12 AM by Mike Troxell
C:\2019\CREATION (CONST) & DEV\F160048 7-11, DANIA BEACH\DWG\2019-03-20 DRC SUBMITTAL\PAVING GRADING & DRAINAGE PLAN-----SLAYOUT: PAVING GRADING & DRAINAGE PLAN (2)



TYPE	"A"	"B"	"C"	"D"	"E"	"F"
M-4	4'-0" Ø	8"	8"	# 4 @ 12" C.C.E.W.	# 4 @ 12" C.C.E.W.	6'-4" Ø
M-5	5'-0" Ø	8"	8"	# 5 @ 12" C.C.E.W.	# 5 @ 12" C.C.E.W.	7'-4" Ø
M-6	6'-0" Ø	8"	8"	# 5 @ 12" C.C.E.W.	# 5 @ 6" C.C.E.W.	8'-4" Ø
M-7	7'-0" Ø	8"	8"	# 5 @ 12" C.C.E.W.	# 5 @ 6" C.C.E.W.	9'-4" Ø
M-8	8'-0" Ø	10"	10"	2- W.W.M. w/ 4 @ 12" C.C. VERT	# 5 @ 6" C.C.E.W.	10'-8" Ø

1 PRECAST CIRCULAR DRAINAGE MANHOLE

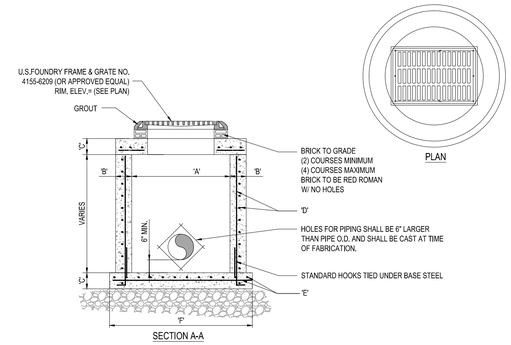
SCALE: NONE



TYPE	"A"	"C"	"G"	"H"
M-4	4'-0" Ø	8"	5'-4" Ø	# 4 @ 6" C.C.E.W.
M-5	5'-0" Ø	8"	6'-4" Ø	# 5 @ 8" C.C.E.W.
M-6	6'-0" Ø	8"	7'-4" Ø	# 5 @ 6" C.C.E.W.
M-7	7'-0" Ø	8"	8'-4" Ø	# 5 @ 6" C.C.E.W.
M-8	8'-0" Ø	10"	9'-8" Ø	# 5 @ 6" C.C.E.W.

2 PRECAST CONCRETE-TOP SLAB FOR DRAINAGE MANHOLES

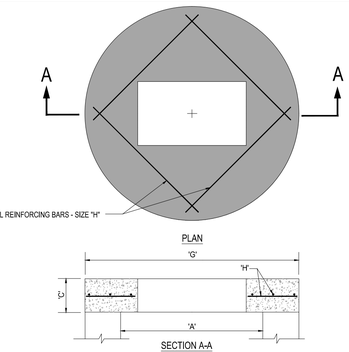
SCALE: NONE



TYPE	"A"	"B"	"C"	"D"	"E"	"F"
C-4	4'-0" Ø	8"	8"	# 4 @ 12" C.C.E.W.	# 4 @ 12" C.C.E.W.	6'-4" Ø
C-5	5'-0" Ø	8"	8"	# 5 @ 12" C.C.E.W.	# 5 @ 12" C.C.E.W.	7'-4" Ø
C-6	6'-0" Ø	8"	8"	# 5 @ 12" C.C.E.W.	# 5 @ 6" C.C.E.W.	8'-4" Ø
C-7	7'-0" Ø	8"	8"	# 5 @ 12" C.C.E.W.	# 5 @ 6" C.C.E.W.	9'-4" Ø
C-8	8'-0" Ø	10"	10"	2- W.W.M. w/ # 4 @ 12" C.C. VERT	# 5 @ 6" C.C.E.W.	10'-8" Ø

3 PRECAST CIRCULAR CATCH BASIN

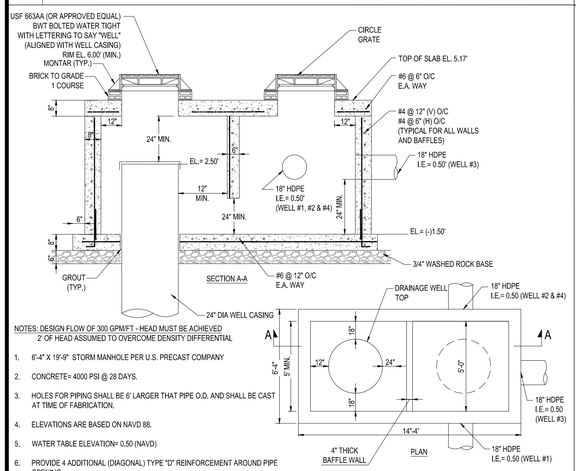
SCALE: NONE



TYPE	"A"	"C"	"G"	"H"
C-4	4'-0" Ø	8"	5'-4" Ø	# 4 @ 6" C.C.E.W.
C-5	5'-0" Ø	8"	6'-4" Ø	# 5 @ 8" C.C.E.W.
C-6	6'-0" Ø	8"	7'-4" Ø	# 5 @ 6" C.C.E.W.
C-7	7'-0" Ø	8"	8'-4" Ø	# 5 @ 6" C.C.E.W.
C-8	8'-0" Ø	10"	9'-8" Ø	# 5 @ 6" C.C.E.W.

4 PRECAST CONCRETE-TOP SLAB

SCALE: NONE

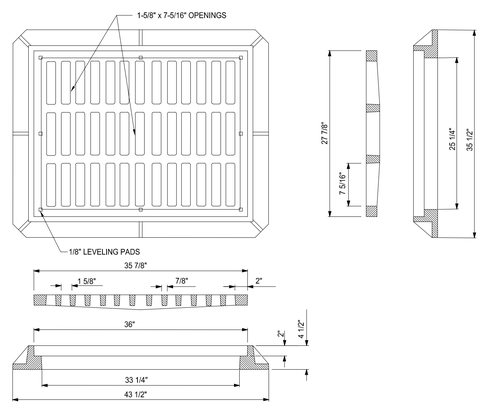


NOTES: DESIGN FLOW OF 300 GPM/FT - HEAD MUST BE ACHIEVED
2' OF HEAD ASSUMED TO OVERCOME DENSITY DIFFERENTIAL

1. 6'-4" X 19'-9" STORM MANHOLE PER U.S. PRECAST COMPANY
2. CONCRETE= 4000 PSI @ 28 DAYS.
3. HOLES FOR PIPING SHALL BE 6' LARGER THAT PIPE O.D. AND SHALL BE CAST AT TIME OF FABRICATION.
4. ELEVATIONS ARE BASED ON NAVD 88.
5. WATER TABLE ELEVATION= 0.50 (NAVD)
6. PROVIDE 4 ADDITIONAL (DIAGONAL) TYPE "D" REINFORCEMENT AROUND PIPE OPENING.

7 DRAINAGE WELL DETAIL

SCALE: NONE

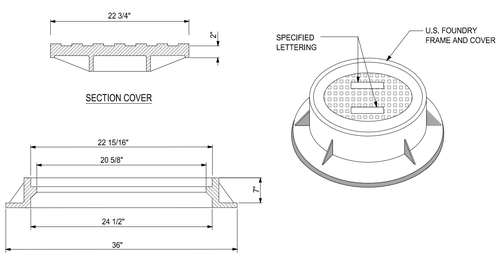


NOTE:

1. GRATE TO BE TYPE U.S.F. No. 4155-6209

8 FRAME AND GRATE DETAIL

SCALE: NONE

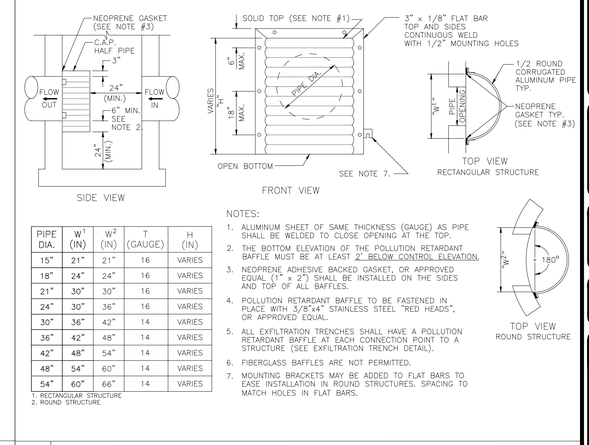


NOTE:

1. RING AND COVER TO BE TYPE U.S.F. No. 420-C

9 MANHOLE FRAME DETAIL

SCALE: NONE



PIPE DIA.	W[1] (IN)	W[2] (IN)	T (GAUGE)	H (IN)
15"	21"	21"	16	VARIES
18"	24"	24"	16	VARIES
21"	30"	30"	16	VARIES
24"	30"	36"	16	VARIES
30"	36"	42"	14	VARIES
36"	42"	48"	14	VARIES
42"	48"	54"	14	VARIES
48"	54"	60"	14	VARIES
54"	60"	66"	14	VARIES

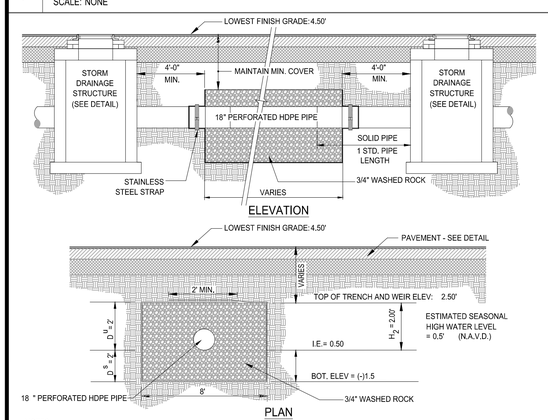
1. RECTANGULAR STRUCTURE
2. ROUND STRUCTURE

NOTES:

1. ALUMINUM SHEET OF SAME THICKNESS (GAUGE) AS PIPE SHALL BE WELDED TO CLOSE OPENING AT THE TOP.
2. THE BOTTOM ELEVATION OF THE POLLUTION RETARDANT BAFFLE MUST BE AT LEAST 2' BELOW CONTROL ELEVATION.
3. NEOPRENE ADHESIVE BACKED GASKET, OR APPROVED EQUAL (1" x 2") SHALL BE INSTALLED ON THE SIDES AND TOP OF ALL BAFFLES.
4. POLLUTION RETARDANT BAFFLE TO BE FASTENED IN PLACE WITH 3/8"x4" STAINLESS STEEL "RED HEADS", OR APPROVED EQUAL.
5. ALL EXFILTRATION TRENCHES SHALL HAVE A POLLUTION RETARDANT BAFFLE AT EACH CONNECTION POINT TO A STRUCTURE (SEE EXFILTRATION TRENCH DETAIL).
6. FIBERGLASS BAFFLES ARE NOT PERMITTED.
7. MOUNTING BRACKETS MAY BE ADDED TO FLAT BARS TO EASE INSTALLATION IN ROUND STRUCTURES. SPACING TO MATCH HOLES IN FLAT BARS.

10 POLLUTION RETARDENT BAFFLE DETAIL

SCALE: NONE

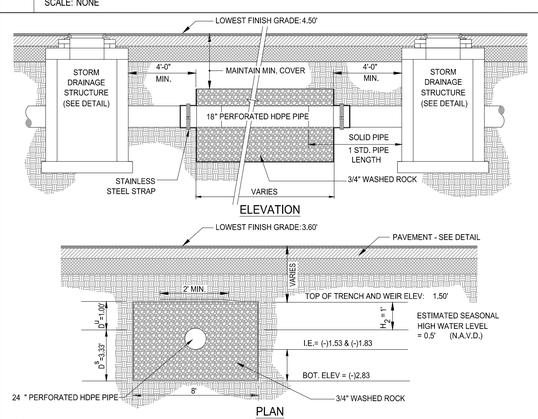


NOTES:

1. PIPES SHALL CONNECT TO ADDITIONAL CATCH BASINS AS REQUIRED.
2. BALLAST ROCK SHALL CONSIST OF 3/4" WASHED ROCK AND BE FROM FRESH WATER WASHED FREE OF DELETERIOUS MATTER.
3. TRENCH TO BE LINED WITH AMOCO PROPEX 4545 OR APPROVED EQUIVALENT TYPE FILTER FABRIC. OVERLAP TRENCH LINING MATERIAL A MINIMUM OF 2' AT TOP OF TRENCH. CLOSE ENDS AND STRAP AROUND PIPE.
4. IN AREAS OVER TRENCH WHERE THE FULL ROADWAY SECTION CANNOT BE CONSTRUCTED, THE AREA ABOVE THE TRENCH SHALL CONSIST ENTIRELY OF LIMEROCK BASE (LBR100).

11 EXFILTRATION TRENCH

SCALE: NONE



NOTES:

1. PIPES SHALL CONNECT TO ADDITIONAL CATCH BASINS AS REQUIRED.
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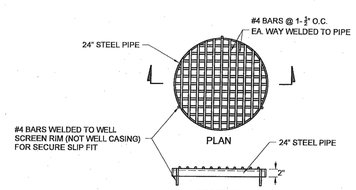
3. TRENCH TO BE LINED WITH AMOCO PROPEX 4545 OR APPROVED EQUIVALENT TYPE FILTER FABRIC. OVERLAP TRENCH LINING MATERIAL A MINIMUM OF 2' AT TOP OF TRENCH. CLOSE ENDS AND STRAP AROUND PIPE.
4. IN AREAS OVER TRENCH WHERE THE FULL ROADWAY SECTION CANNOT BE CONSTRUCTED, THE AREA ABOVE THE TRENCH SHALL CONSIST ENTIRELY OF LIMEROCK BASE (LBR100).

12 EXFILTRATION TRENCH (STIRLING ROAD R/W)

SCALE: NONE

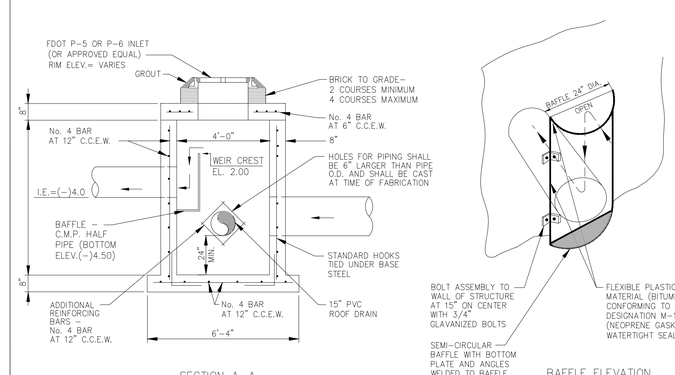


STEEL WELL GRATE DETAIL

Hot Dip Galvanized after Fabrication

13 DRAINAGE WELL GRATE DETAIL

SCALE: NONE



14 INVERTED DEBRIS BAFFLE

SCALE: NONE

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DRC SUBMITTAL

PROJECT No.:	F160048
DRAWN BY:	CAD
CHECKED BY:	ROT
DATE:	05-17-19
CAD I.D.:	F190007-PGD DETAILS

PROJECT:

STIRLING SQUARE NWC OF STIRLING RD. & PHIPPEN WAITERS RD.

FOR

MASTER DEVELOPMENT

DANIA BEACH
FLORIDA

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MICHAEL A. TROXELL
PROFESSIONAL ENGINEER
May 17, 2019
FLORIDA LICENSE No. 50572
FLORIDA BUSINESS CERT. OF AUTH. No. 27528

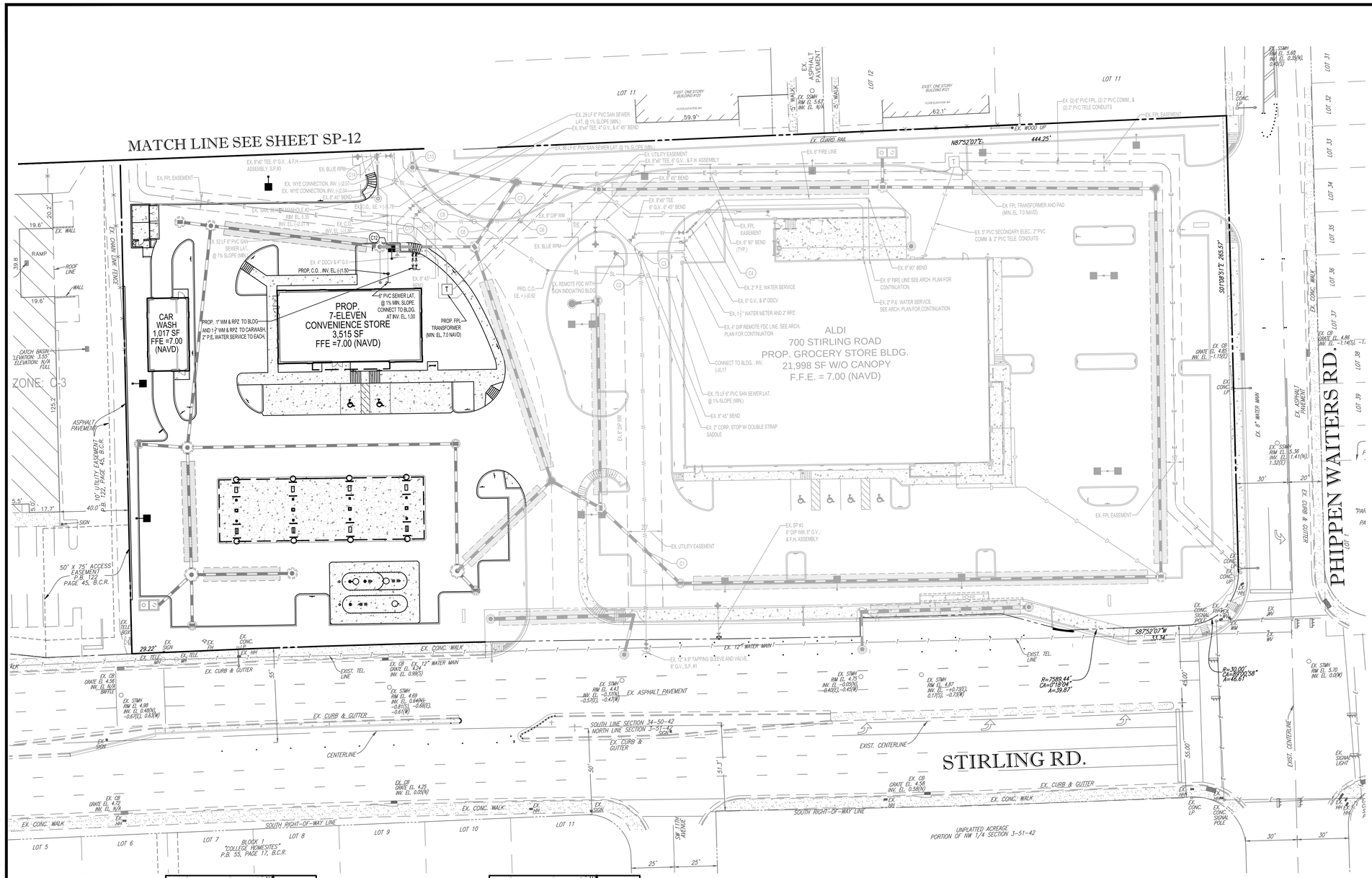
SHEET TITLE:

PAVING, GRADING & DRAINAGE DETAILS

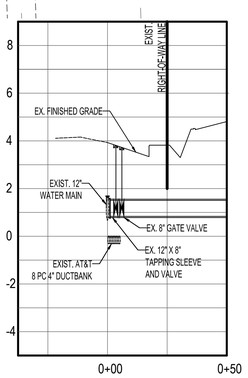
SHEET NUMBER:

SP-08

Printed on Friday, May 17, 2019, 7:12 AM by Mike Troxell
C:\JOB\CREIGHTON CONST. & DEV\F190007 7-11, DANIA BEACH\DWG\2019-03-20 DRC SUBMITTAL\F190007-PGD DETAILS-----LAYOUT: PAVING GRADING & DRAINAGE DETAILS

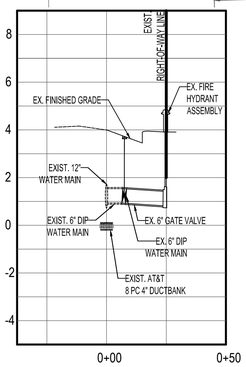


CONFLICT#	FINISHED GRADE	BOTTOM OF PIPE	TOP OF PIPE	CLEARANCE
C1	4.95	0.95(8"WM)	(-)1.75(18"STM)	2.70'
C2	5.05	1.47(8"WM)	0.17(6"SL)	1.30'
C3	5.26	1.68(8"WM)	0.68(4"FIRE)	1.00'
C4	5.66	2.61(6"FIRE)	1.60(8"RD)	1.01'
C5	6.45	2.90(6"FIRE)	(-)0.75(2"STM)	3.65'
C6	4.85	0.80(8"WM)	(-)0.20(6"ELEC)	1.00'
C7	4.78	0.73(8"WM)	(-)2.75(18"STM)	3.48'
C8	4.8	(-)1.35(6"SL)	(-)2.75(18"STM)	1.40'
C9	4.9	0.85(8"WM)	(-)0.87(6"SL)	1.72'
C10	5.05	1.70(4"WM)	(-)2.75(18"STM)	4.45'
C11	5.11	1.76(4"WM)	(-)2.75(18"STM)	4.51'
C12	5.15	(-)1.70(6"SL)	(-)2.75(18"STM)	1.05'
C13	5.15	1.10(8"WM)	(-)1.37(6"SL)	2.47'
C14	5.7	2.06(6"WM)	(-)1.42(8"SWR)	3.48'



WATER MAIN PROFILE

SCALE: 1"= 30' HORIZONTAL
1"= 3' VERTICAL



SOUTH HYDRANT SERVICE PROFILE

SCALE: 1"= 30' HORIZONTAL
1"= 3' VERTICAL

UTILITY LEGEND

EXISTING NOTE	TYPICAL NOTE TEXT	PROPOSED NOTE
S	SANITARY SEWER MAIN	S
W	UNDERGROUND WATER LINE	W
E	UNDERGROUND ELECTRIC LINE	E
	UNDERGROUND SANITARY LATERAL	SL
	UNDERGROUND WATER LATERAL	
T	UNDERGROUND TELEPHONE LINE	
	STORM SEWER	
	HYDRANT	
S	SANITARY MANHOLE	S
D	STORM MANHOLE	
	CATCH BASIN	
	WATER VALVE	
	BACKFLOW PREVENTER	
	WATER METER	
	CLEAN OUT	

NOTES:
1. ALL EXISTING UTILITIES BEING REMOVED AND/OR RELOCATED MUST REMAIN ACTIVE AND IN SERVICE, UNTIL SUCH TIME WHEN NEW REPLACING UTILITIES HAVE BEEN INSTALLED, IN SERVICE, ACCEPTED BY THE DEPARTMENT AND ALL RELATED SERVICES FROM THE EXISTING MAINS HAVE BEEN TRANSFERRED TO THE NEW ONES, AS APPLICABLE.

DATUM NOTE:
ALL ELEVATIONS SHOW HEREON ARE IN FEET AND ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD). ADD 1.54 TO CONVERT TO NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD).

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PROJECT No.:	F160048
DRAWN BY:	CAD
CHECKED BY:	ROT
DATE:	05-17-19
CAD I.D.:	F190007-WSU

PROJECT:

STIRLING SQUARE NWC OF STIRLING RD. & PHIPPEN WAITERS RD.

FOR

MASTER DEVELOPMENT

DANIA BEACH
FLORIDA

THOMAS ENGINEERING GROUP
6300 NW 31ST AVENUE
FORT LAUDERDALE, FL 33309
PH: (954) 202-7000
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MICHAEL A. TROXELL
PROFESSIONAL ENGINEER
May 17, 2019
FLORIDA LICENSE No. 50572
FLORIDA BUSINESS CERT. OF AUTH. No. 27528

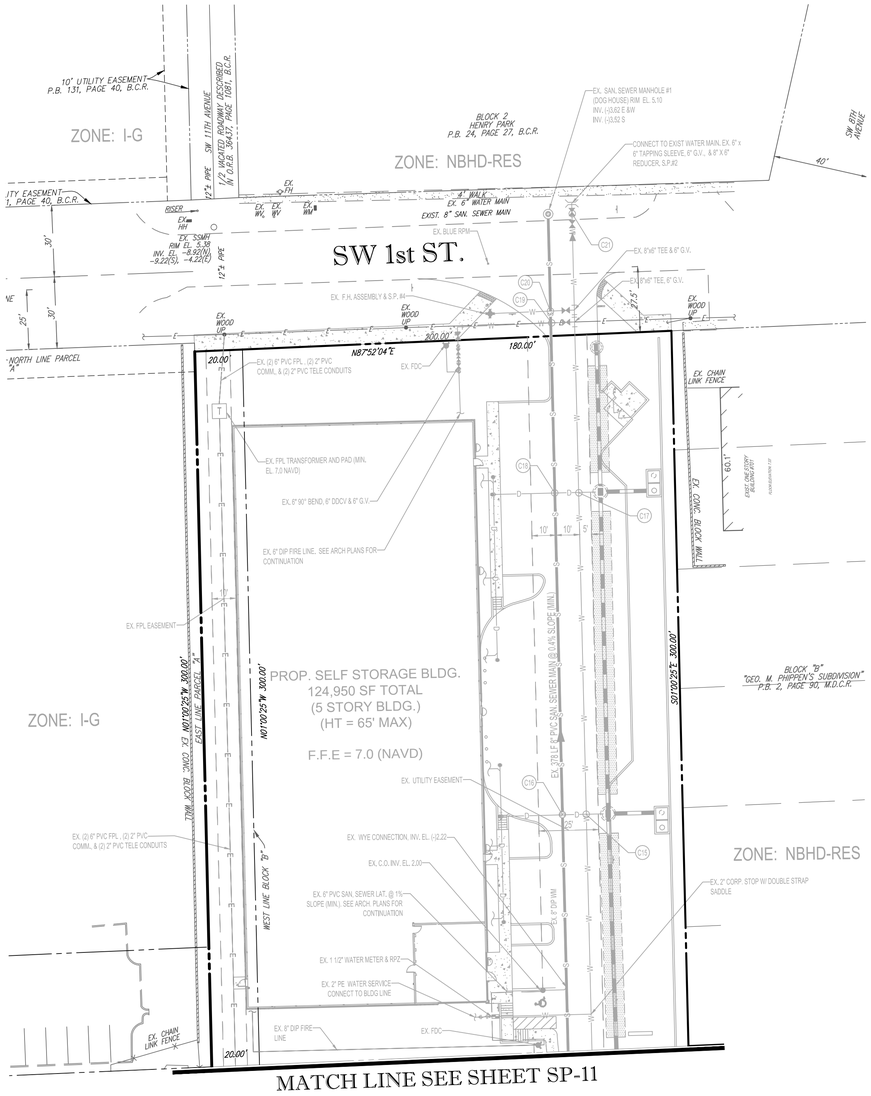
SHEET TITLE:

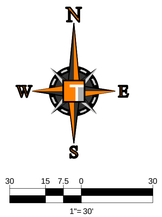
UTILITY PLAN

SHEET NUMBER:

SP-11

Printed on Friday, May 17, 2019, 7:12 AM by Mike Troxell
G:\2019\CRESCITON\CONST & DEV\F190007 - 7-11, DANIA BEACH\DWG\2019-03-20 DRC SUBMITTAL\F190007-WSU-----LAYOUT: UTILITY PLAN





UTILITY LEGEND

EXISTING NOTE	TYPICAL NOTE TEXT	PROPOSED NOTE
S	SANITARY SEWER MAIN	S
W	UNDERGROUND WATER LINE	W
E	UNDERGROUND ELECTRIC LINE	E
	UNDERGROUND SANITARY LATERAL	SL
	UNDERGROUND WATER LATERAL	
T	UNDERGROUND TELEPHONE LINE	
	STORM SEWER	
	HYDRANT	
S	SANITARY MANHOLE	S
D	STORM MANHOLE	D
	CATCH BASIN	
	WATER VALVE	
	BACKFLOW PREVENTER	
	WATER METER	
	CLEAN OUT	

CONFLICT#	FINISHED GRADE	BOTTOM OF PIPE	TOP OF PIPE	CLEARANCE
15	5.09	1.04(8"WM)	(-)0.17(12"STM)	1.21'
16	5.3	(-)0.83(12"STM)	(-)1.83(8"SWR)	1.00'
17	4.9	0.85(8"WM)	(-)0.17(12"STM)	1.02'
18	5.15	(-)0.83(12"STM)	(-)2.37(8"SWR)	1.54'
19	5.5	1.98(6"FIRE)	(-)2.65(8"SWR)	4.63'
20	5.4	1.78(6"WM)	(-)2.67(8"SWR)	4.45'
21	5.15	1.10(8"WM)	(-)2.86(8"SWR)	3.96'

NOTES:
1. ALL EXISTING UTILITIES BEING REMOVED AND/OR RELOCATED MUST REMAIN ACTIVE AND IN SERVICE, UNTIL SUCH TIME WHEN NEW REPLACING UTILITIES HAVE BEEN INSTALLED, IN SERVICE, ACCEPTED BY THE DEPARTMENT AND ALL RELATED SERVICES FROM THE EXISTING MAINS HAVE BEEN TRANSFERRED TO THE NEW ONES, AS APPLICABLE.

DATUM NOTE:
ALL ELEVATIONS SHOW HEREON ARE IN FEET AND ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD). ADD 1.54 TO CONVERT TO NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD).

THOMAS ENGINEERING GROUP
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SHEET TITLE:

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SHEET NUMBER:

SP-12

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BROWARD COUNTY
PUBLIC WORKS DEPARTMENT

WATER & WASTEWATER SERVICES
ENGINEERING DIVISION
2555 WEST COPANS ROAD
POMPANO BEACH, FL 33069
PHONE NO. 954-831-0745
FAX: 954-831-0925

STANDARD DETAIL

WATER MAIN SEPARATION IN ACCORDANCE WITH F.A.C. RULE 62-555.314

OTHER PIPE	HORIZONTAL SEPARATION	CROSSINGS (1) (4)	JOINT SPACING @ CROSSINGS (FULL JOINT CENTERED)
STORM SEWER, STORM WATER FORCE MAIN, RECLAIMED WATER (2)	Water Main — 3 ft. minimum	Water Main — 12 inches is the minimum, except for storm sewer, then 6 inches is the minimum and 12 inches is preferred	Alternate 3 ft. minimum — Water Main
VACUUM SANITARY SEWER	Water Main — 10 ft. preferred, 3 ft. minimum	Water Main — 12 inches preferred, 6 inches min	Alternate 3 ft. minimum — Water Main
GRAVITY SANITARY SEWER,(3) SANITARY SEWER FORCE MAIN, RECLAIMED WATER	Water Main — 10 ft. preferred, 6 ft. minimum	Water Main — 12 inches is the minimum, except for gravity sewer, then 6 inches is the minimum and 12 inches is preferred	Alternate 6 ft. minimum — Water Main
ON-SITE SEWAGE TREATMENT & DISPOSAL SYSTEM	10 ft. minimum	—	—

(1) WATER MAIN SHOULD CROSS ABOVE OTHER PIPE. WHEN WATER MAIN MUST BE BELOW OTHER PIPE, THE MINIMUM SEPARATION IS 12 INCHES.
(2) RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.
(3) 3 FT. FOR GRAVITY SANITARY SEWER WHERE THE BOTTOM OF THE WATER MAIN IS LAID AT LEAST 6 INCHES ABOVE THE TOP OF THE GRAVITY SANITARY SEWER.
(4) 18" VERTICAL MINIMUM SEPARATION REQUIRED BY WWS, UNLESS OTHERWISE APPROVED.

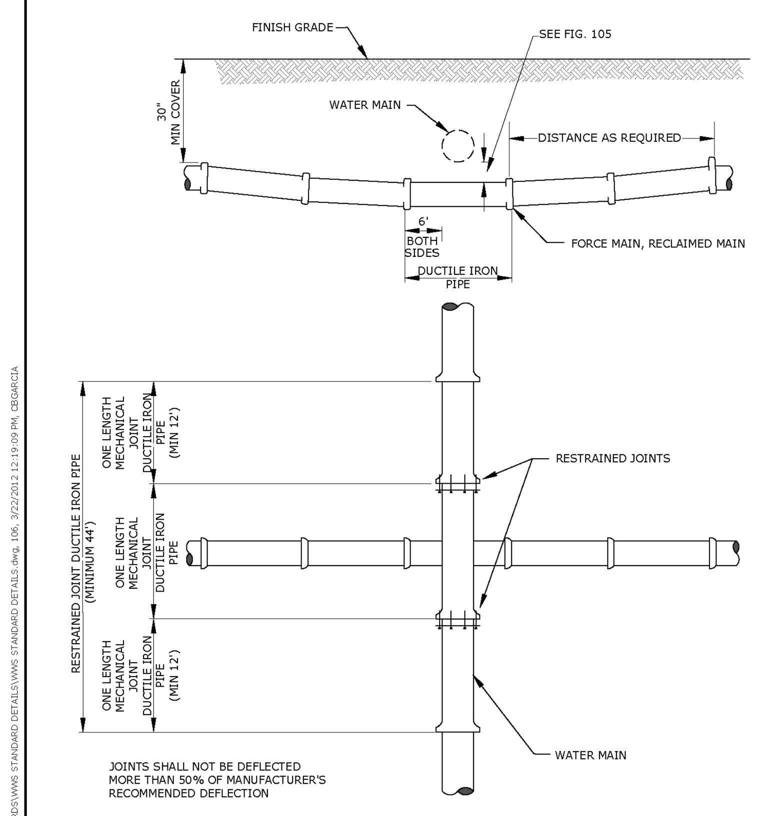
REPLACES FORMER DWG NO.105 | REVISED 3/9/2012

WATER MAIN SEPARATION

FIGURE 105

L:\EED_DESIGN_DATA\STANDARDS\WWS STANDARD DETAILS\WWS STANDARD DETAILS.dwg, 105, 3/22/2012 12:19:03 PM, CBGARCIA

BROWARD COUNTY PUBLIC WORKS DEPARTMENT — WATER & WASTEWATER SERVICES ENGINEERING DIVISION 2555 WEST COPANS ROAD POMPANO BEACH, FL 33069 PHONE NO. 954-831-0745 FAX: 954-831-0925 — STANDARD DETAIL

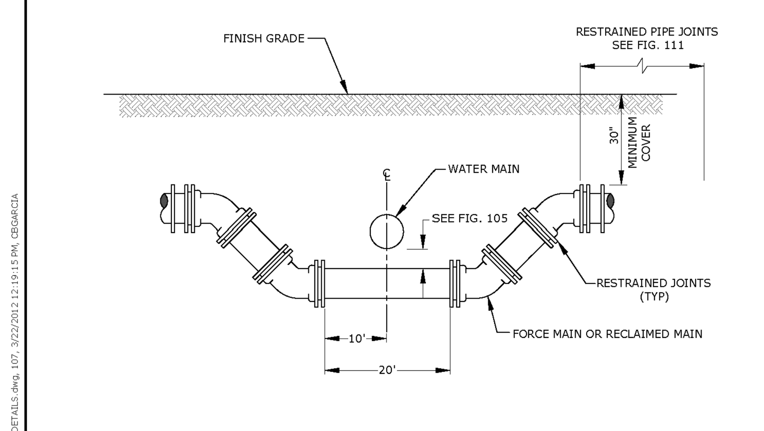


REPLACES FORMER DWG NO.16B | REVISED 2/23/2011

STANDARD UTILITY CROSSING

FIGURE 106

BROWARD COUNTY PUBLIC WORKS DEPARTMENT — WATER & WASTEWATER SERVICES ENGINEERING DIVISION 2555 WEST COPANS ROAD POMPANO BEACH, FL 33069 PHONE NO. 954-831-0745 FAX: 954-831-0925 — STANDARD DETAIL



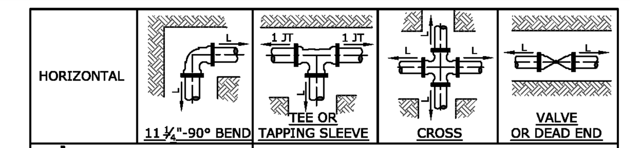
WHEREVER POSSIBLE DEFLECTION OF THE PIPE WILL BE USED TO AVOID EXISTING OBSTRUCTIONS. THIS CROSSING SHALL BE USED ONLY WHEN APPROVED BY WWS.

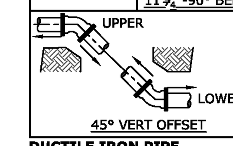
REPLACES FORMER DWG NO.16C | REVISED 2/23/2011

SPECIAL UTILITY CROSSING

FIGURE 107

BROWARD COUNTY PUBLIC WORKS DEPARTMENT — WATER & WASTEWATER SERVICES ENGINEERING DIVISION 2555 WEST COPANS ROAD POMPANO BEACH, FL 33069 PHONE NO. 954-831-0745 FAX: 954-831-0925 — STANDARD DETAIL





- CROSSES SHALL BE RESTRAINED IN ALL DIRECTIONS.
- FITTINGS AND VALVES NEED TO BE RESTRAINED PER STANDARD DETAILS 109-112, EVEN WHEN THE FITTINGS OR VALVES ARE CUT IN AFTER THE INITIAL PIPE INSTALLATION. ASBESTOS CEMENT PIPE WILL BE REPLACED WITH DUCTILE IRON PIPE AT LEAST THROUGH THE RESTRAINING LENGTH.

DUCTILE IRON PIPE

	HORIZONTAL, L (FEET)						45° VERTICAL OFFSET (FEET)	
Diameter	11 1/4°	22 1/2°	45°	90°	Tee or Cross	Valves and Dead End	UPPER	LOWER
4	1	2	4	10	3	20	9	3
6	2	3	6	14	11	28	12	4
8	2	4	8	17	20	37	16	5
10	2	5	19	21	27	44	19	6
12	3	5	10	24	34	52	22	6

PVC PIPE

	HORIZONTAL, L (FEET)						45° VERTICAL OFFSET (FEET)	
Diameter	11 1/4°	22 1/2°	45°	90°	Tee or Cross	Valves and Dead End	UPPER	LOWER
4	2	3	5	12	5	32	14	3
6	2	4	7	16	18	45	19	5
8	3	5	9	21	31	59	25	6
10	3	5	11	25	43	71	30	7
12	3	6	12	29	55	83	35	7

THE NOTED REQUIREMENTS WERE CALCULATED IN ACCORDANCE WITH THRUST RESTRAINT CALCULATOR V6.1 BY EBAA IRON WITH THE FOLLOWING ASSUMPTIONS:
SOIL CONDITIONS: SAND (SW, SP, GW)
LAYING CONDITION: 4, SAND BEDDING, BACKFILL COMPACTED > 80%
MINIMUM COVER: 3.0 FT SAFETY FACTOR: 1.5 BARE PIPE
IF FIELD CONDITIONS DIFFER FROM THE ABOVE, CONTRACTOR SHALL NOTIFY WWS.
FOR PIPE LARGER THAN INCLUDED IN THE ABOVE TABLES, ENGINEER OF RECORD SHALL SUBMIT CALCULATIONS FOR EACH JOINT REQUIRING RESTRAINT.

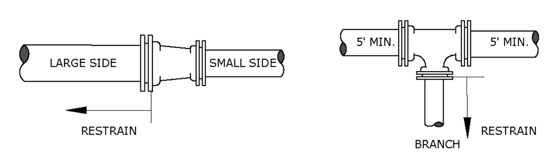
SINGLE FITTING RESTRAINED JOINT
150 PSI TEST PRESSURE

REPLACES FORMER DWG NO.109 | REVISED 2/23/2011

RESTRAINED JOINT REQUIREMENTS SINGLE FITTING

FIGURE 109

BROWARD COUNTY PUBLIC WORKS DEPARTMENT — WATER & WASTEWATER SERVICES ENGINEERING DIVISION 2555 WEST COPANS ROAD POMPANO BEACH, FL 33069 PHONE NO. 954-831-0745 FAX: 954-831-0925 — STANDARD DETAIL



STRAIGHT REDUCER

DUCTILE IRON PIPE (SMALL SIDE)

DIAMETER	6"	8"	10"	12"
4"	15'	27'	36'	45'
6"		16'	27'	38'
8"			15'	28'
10"				16'

PVC PIPE (SMALL SIDE)

	6"	8"	10"	12"
4"	24'	43'	58'	72'
6"		25'	44'	61'
8"			24'	44'
10"				25'

TEE REDUCER

DUCTILE IRON PIPE (BRANCH SIZE)

DIAMETER	6"	8"	10"	12"
4"	1'	1'	1'	1'
6"		6'	1'	1'
8"			15'	10'
10"				23'

PVC PIPE (BRANCH SIZE)

	6"	8"	10"	12"
4"	1'	1'	1'	1'
6"		9'	1'	1'
8"			24'	16'
10"				37'

THE NOTED REQUIREMENTS WERE CALCULATED IN ACCORDANCE WITH THRUST RESTRAINT CALCULATOR V6.1 BY EBAA IRON WITH THE FOLLOWING ASSUMPTIONS:
SOIL CONDITIONS: SAND (SW, SP, GW)
LAYING CONDITION: 4, SAND BEDDING, BACKFILL COMPACTED > 80%
MINIMUM COVER: 3.0 FT SAFETY FACTOR: 1.5 BARE PIPE
IF FIELD CONDITIONS DIFFER FROM THE ABOVE, CONTRACTOR SHALL NOTIFY WWS.
FOR PIPE LARGER THAN INCLUDED IN THE ABOVE TABLES, ENGINEER OF RECORD SHALL SUBMIT CALCULATIONS FOR EACH JOINT REQUIRING RESTRAINT.

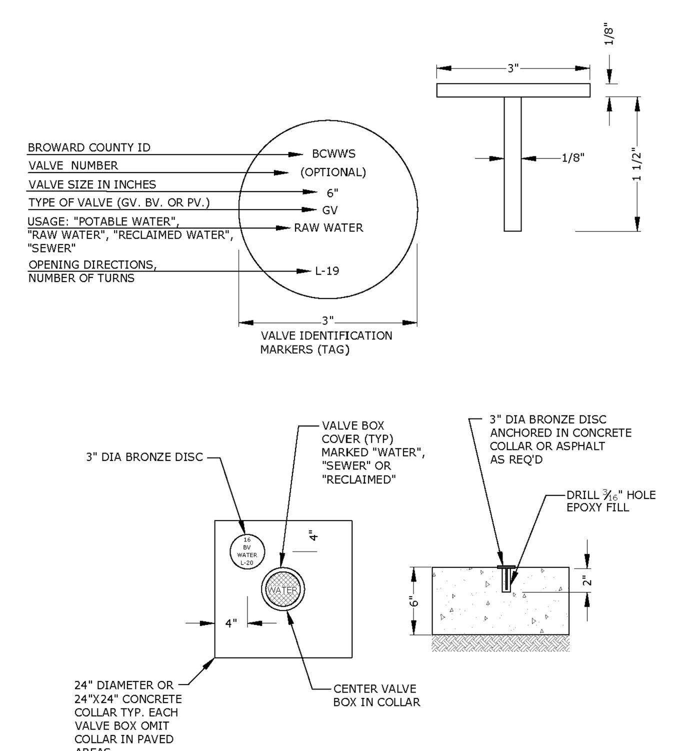
RESTRAINED REDUCING FITTING
150 PSI TEST PRESSURE

REPLACES FORMER DWG NO.112 | REVISED 2/23/2011

RESTRAINED JOINT REQUIREMENTS REDUCING FITTINGS

FIGURE 112

BROWARD COUNTY PUBLIC WORKS DEPARTMENT — WATER & WASTEWATER SERVICES ENGINEERING DIVISION 2555 WEST COPANS ROAD POMPANO BEACH, FL 33069 PHONE NO. 954-831-0745 FAX: 954-831-0925 — STANDARD DETAIL

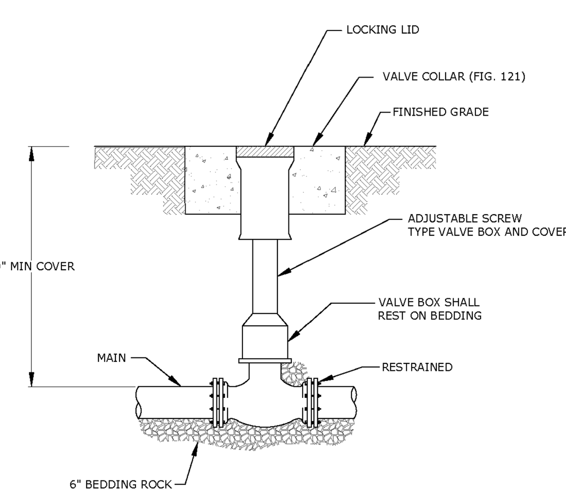


REPLACES FORMER DWG NO.3E | REVISED 2/23/2011

VALVE COLLAR AND IDENTIFICATION MARKER

FIGURE 121

BROWARD COUNTY PUBLIC WORKS DEPARTMENT — WATER & WASTEWATER SERVICES ENGINEERING DIVISION 2555 WEST COPANS ROAD POMPANO BEACH, FL 33069 PHONE NO. 954-831-0745 FAX: 954-831-0925 — STANDARD DETAIL



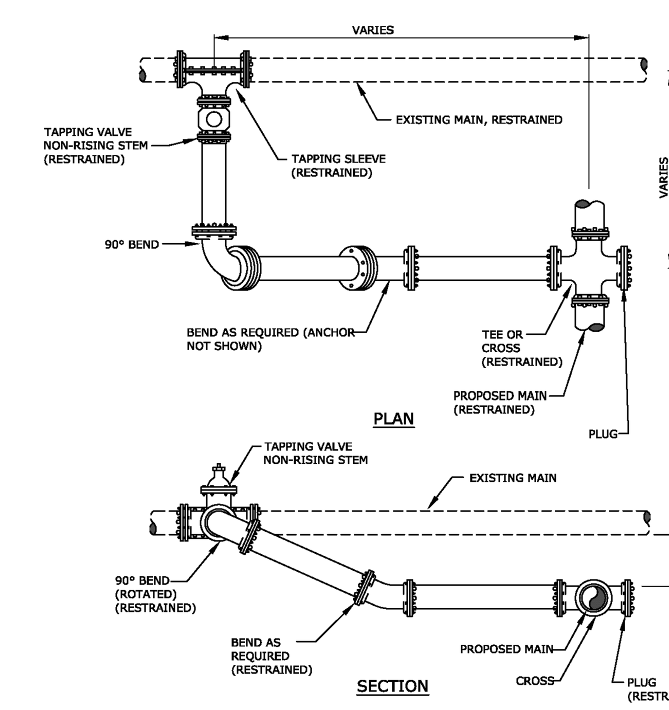
1. WHEN VALVE IS NOT LOCATED IN PAVEMENT, PLACE AN APPROPRIATE PAVEMENT REFLECTOR MARKER IN THE DRIVE LANE, ADJACENT TO THE VALVE.
2. OPERATOR EXTENSION SHAFT SHALL BE PROVIDED WHEN OPERATING NUT IS MORE THAN 24" BELOW TOP OF VALVE BOX.
3. PVC PIPE OR DUCTILE IRON PIPE IS NOT ACCEPTABLE FOR VALVE BOX RISER.

REPLACES FORMER DWG NO.123 | REVISED 2/23/2011

VALVE BOX DETAIL

FIGURE 123

BROWARD COUNTY PUBLIC WORKS DEPARTMENT — WATER & WASTEWATER SERVICES ENGINEERING DIVISION 2555 WEST COPANS ROAD POMPANO BEACH, FL 33069 PHONE NO. 954-831-0745 FAX: 954-831-0925 — STANDARD DETAIL



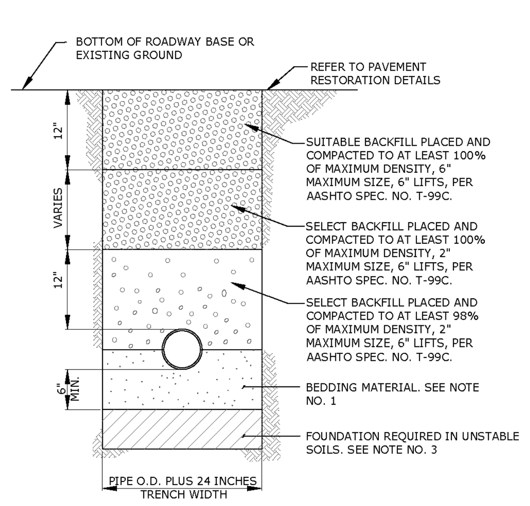
ALL JOINTS TO BE RESTRAINED BY APPROVED METHODS.

REPLACES FORMER DWG NO.131 | REVISED 2/23/2011

TYPICAL CONNECTION TO EXISTING MAIN

FIGURE 131

BROWARD COUNTY PUBLIC WORKS DEPARTMENT — WATER & WASTEWATER SERVICES ENGINEERING DIVISION 2555 WEST COPANS ROAD POMPANO BEACH, FL 33069 PHONE NO. 954-831-0745 FAX: 954-831-0925 — STANDARD DETAIL



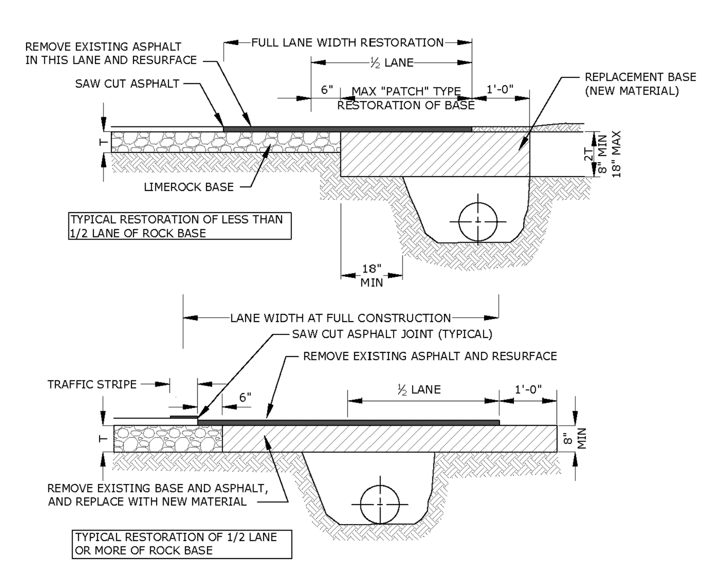
1. UNLESS OTHERWISE SPECIFIED, BEDDING MATERIAL SHALL CONSIST OF SELECT BACKFILL MATERIAL 2" MAX. SIZE, COMPACTED TO AT LEAST 100% OF MAX. DENSITY, 6" LIFTS, PER AASHTO SPEC. NO. T-99C.
2. WHERE REQUIRED, SHEETING AND SHORING SHALL BE IN ACCORDANCE WITH OSHA REQUIREMENTS.
3. WHERE UNSTABLE SOILS ARE ENCOUNTERED, INCLUDING PEAT, MUCK OR OTHER ORGANIC SOILS, ELASTIC SILT AND CLAYS, A FOUNDATION IS REQUIRED AS DETERMINED BY THE ENGINEER OF RECORD.

REPLACES FORMER DWG NO.180 | REVISED 2/23/2011

TYPICAL TRENCH BACKFILL

FIGURE 180

BROWARD COUNTY PUBLIC WORKS DEPARTMENT — WATER & WASTEWATER SERVICES ENGINEERING DIVISION 2555 WEST COPANS ROAD POMPANO BEACH, FL 33069 PHONE NO. 954-831-0745 FAX: 954-831-0925 — STANDARD DETAIL



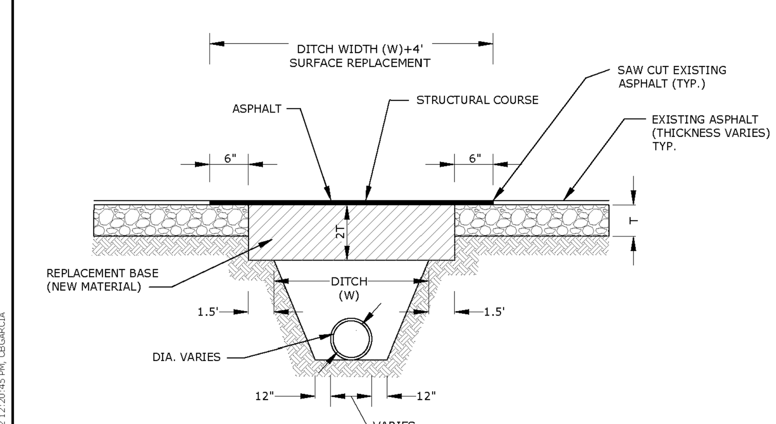
1. BASE MATERIAL SHALL HAVE A MINIMUM LBR OF 100 AND A MINIMUM CARBONATE CONTENT OF 70% (60% FOR LOCAL STREETS).
2. BASE SHALL BE PLACED IN 6" MAXIMUM THICKNESS LAYERS WITH EACH LAYER COMPACTED AS REQUIRED AND TESTED PRIOR TO THE PLACEMENT OF THE SUCCEEDING LAYERS.
3. SUBGRADE MATERIAL SHALL BE GRANULAR AND ANGULAR AND SHALL HAVE A MINIMUM LBR OF 40.
4. BACKFILL SHALL BE PLACED AND COMPACTED IN 6" LAYERS, BUT TESTING WILL BEGIN 12" ABOVE THE INSTALLED FACILITY.
5. ALL EDGES OF EXISTING ASPHALT PAVEMENT THAT ABUT RESURFACING SHALL BE SAW CUT IN STRAIGHT LINES PARALLEL TO OR PERPENDICULAR TO THE ROADWAY, PRIOR TO RESURFACING.
6. RESURFACING MATERIAL SHALL BE CONSISTENT WITH SURROUNDING SURFACE, AND SHALL BE APPLIED IN 2 LIFTS, A MINIMUM OF 3/4 INCH AND A MAXIMUM OF 2" IN THICKNESS.
7. TRAFFIC STRIPES SHALL NOT BE PLACED DIRECTLY ON TOP OF THE JOINT.
8. FOR STATE ROADS REFER TO FDOT SPECIFICATIONS AND REQUIREMENTS.

REPLACES FORMER DWG NO.19A | REVISED 2/23/2011

RESTORATION OF ROADWAY CUT FOR PARALLEL UTILITY INSTALLATION

FIGURE 182

BROWARD COUNTY PUBLIC WORKS DEPARTMENT — WATER & WASTEWATER SERVICES ENGINEERING DIVISION 2555 WEST COPANS ROAD POMPANO BEACH, FL 33069 PHONE NO. 954-831-0745 FAX: 954-831-0925 — STANDARD DETAIL



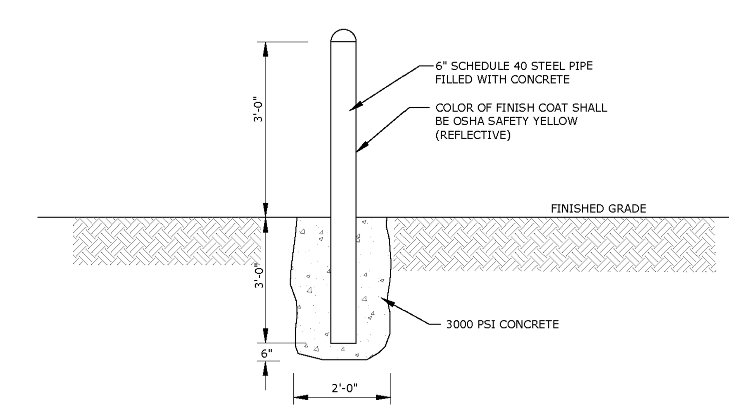
1. BASE MATERIAL OVER DITCH SHALL BE TWICE THE THICKNESS OF THE ORIGINAL.
2. BASE MATERIAL SHALL BE PLACED IN 6" MAXIMUM LAYERS (LOOSE MEASUREMENT) AND EACH LAYER THOROUGHLY ROLLED OR TAMPED TO 98% OF MAXIMUM DENSITY, PER AASHTO T-180,
3. ASPHALT CONCRETE PAVEMENT JOINTS SHALL BE MECHANICALLY SAW CUT.
4. SURFACE MATERIAL SHALL BE CONSISTENT WITH THE SURROUNDING SURFACE MATERIAL.
5. BASE MATERIAL SHALL HAVE A MINIMUM CARBONATE OF 70% (60% FOR LOCAL STREETS).
6. SUB GRADE MATERIAL SHALL BE GRANULAR AND ANGULAR AND SHALL HAVE A MINIMUM LBR OF 40.
7. IF THE DITCH IS FILLED TEMPORARILY, IT SHALL BE COVERED WITH A 2" THICK ASPHALT CONCRETE PATCH TO KEEP THE FILL MATERIAL FROM RAVELING, UNTIL REPLACED WITH A PERMANENT PATCH.
8. FOR STATE ROADS REFER TO FDOT SPECIFICATIONS AND REQUIREMENTS.

REPLACES FORMER DWG NO.19B | REVISED 2/23/2011

RESTORATION OF ROADWAY CUT FOR PERPENDICULAR UTILITY INSTALLATION

FIGURE 183

BROWARD COUNTY PUBLIC WORKS DEPARTMENT — WATER & WASTEWATER SERVICES ENGINEERING DIVISION 2555 WEST COPANS ROAD POMPANO BEACH, FL 33069 PHONE NO. 954-831-0745 FAX: 954-831-0925 — STANDARD DETAIL



REPLACES FORMER DWG NO.194 | REVISED 2/23/2011

BOLLARD

FIGURE 194

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4950 W. KENNEDY BLVD. SUITE 600, TAMPA, FL 33609, P: 813-379-4100
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DRC SUBMITTAL

PROJECT No.:	F160048
DRAWN BY:	CAD
CHECKED BY:	ROT
DATE:	05-17-19
CAD I.D.:	UTILITY DETAILS

PROJECT:

**STIRLING SQUARE
NWC OF
STIRLING RD. &
PHIPPEN WAITERS RD.**

FOR

**MASTER
DEVELOPMENT**

DANIA BEACH
FLORIDA

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PROFESSIONAL ENGINEER
May 17, 2019
FLORIDA LICENSE No. 50572
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SHEET TITLE:

UTILITY DETAILS

SHEET NUMBER:

SP-13

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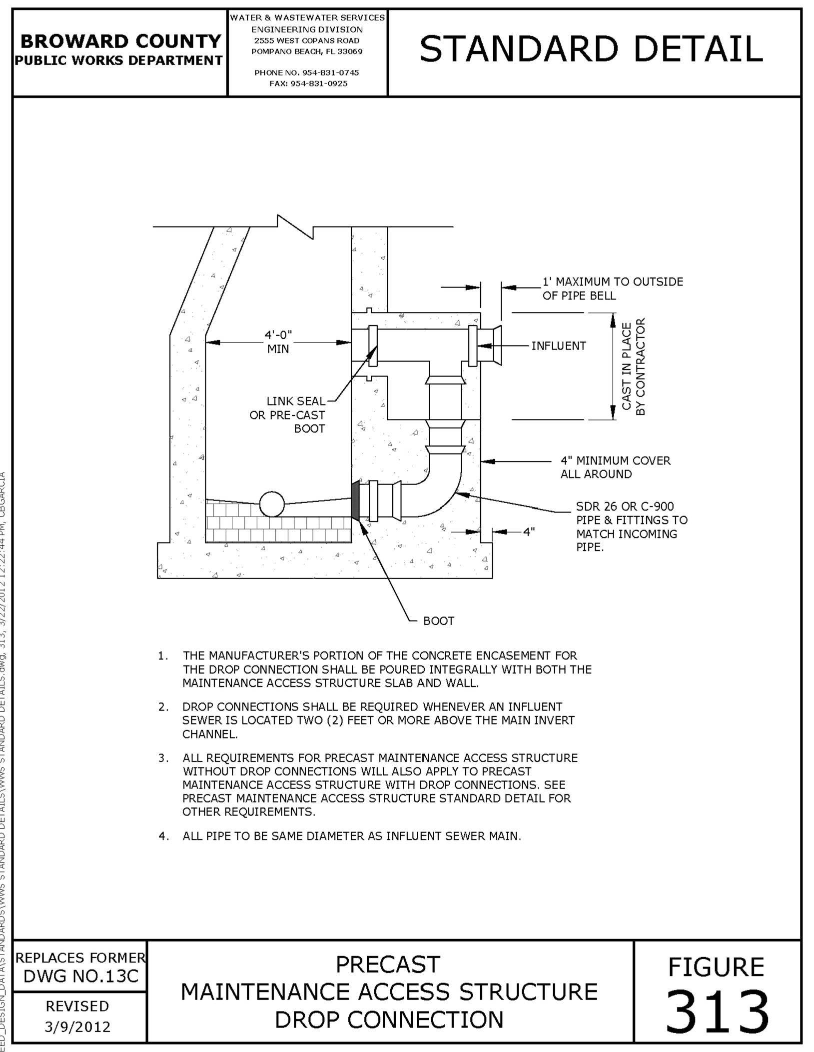
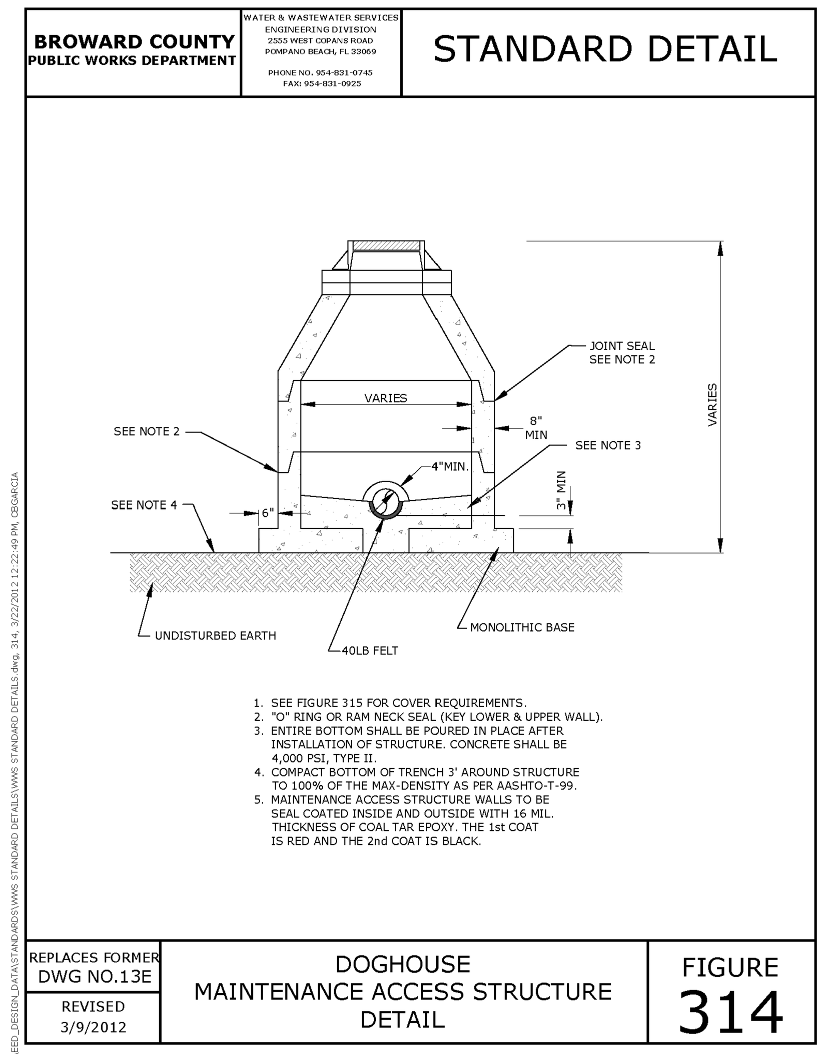
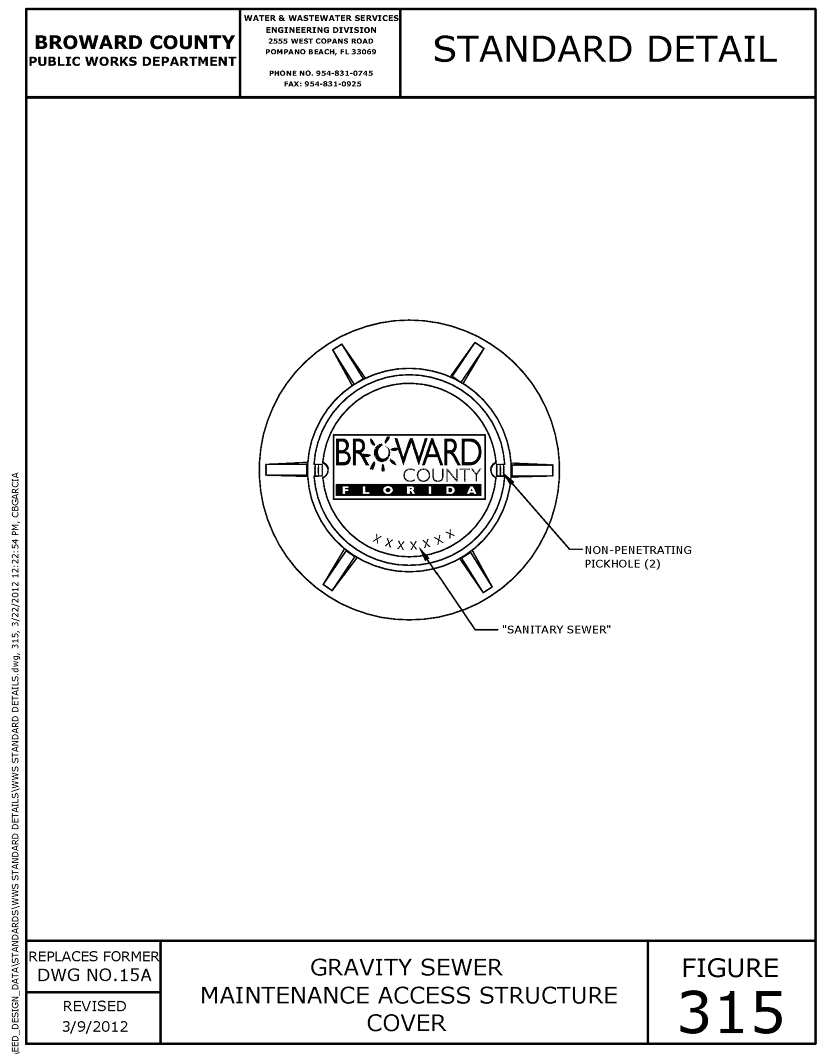
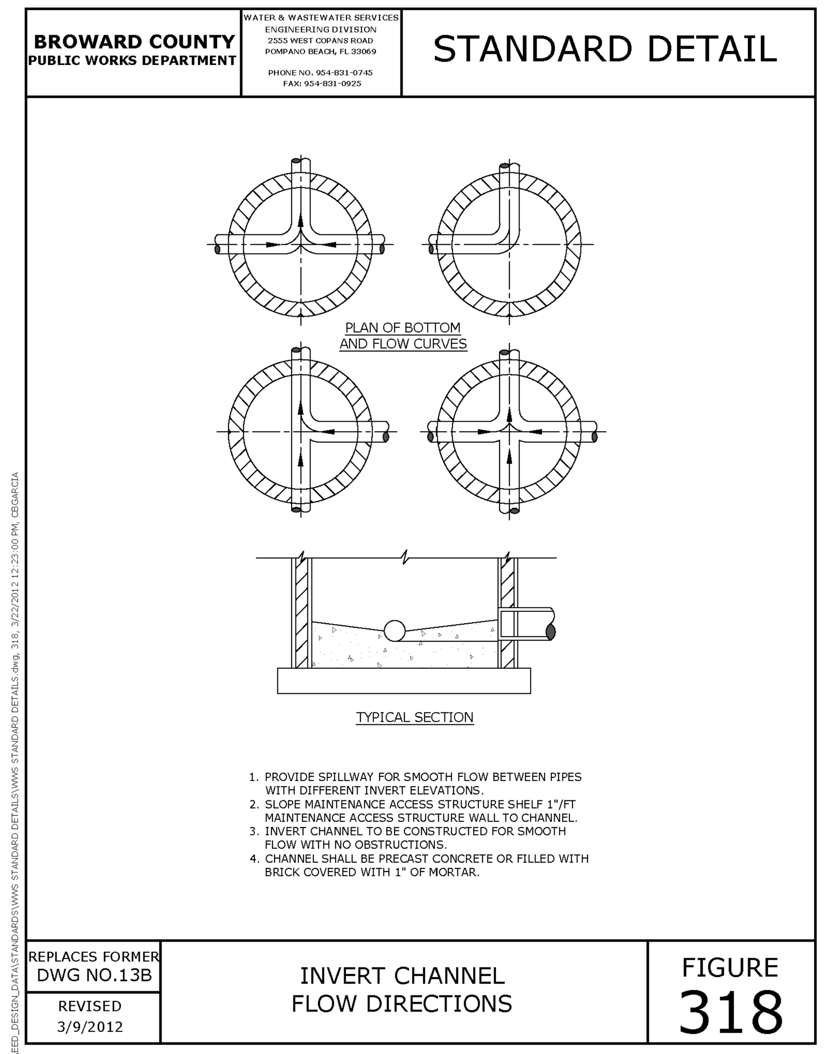
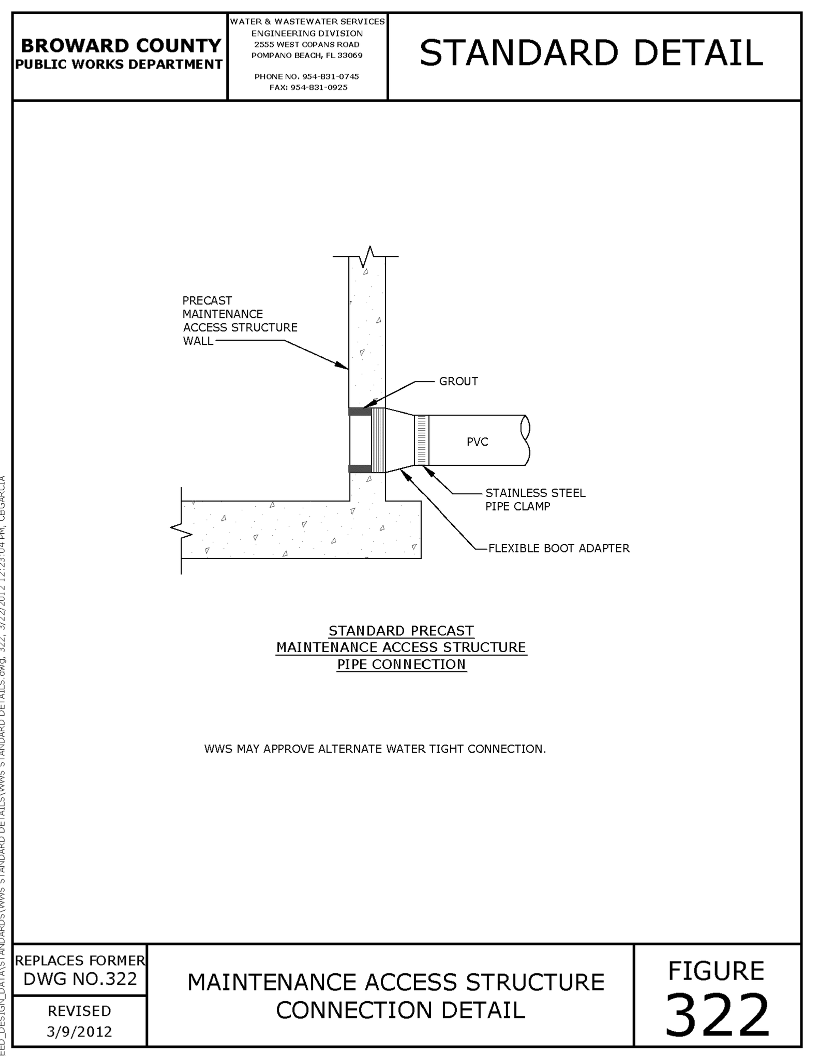
G:\2019\CREIGHTON CONST & DEV\F190007 - 7-11, DANIA BEACH\DWG\2019-03-20 DRC SUBMITTAL\UTILITY DETAILS----->LAYOUT: UTILITY DETAILS

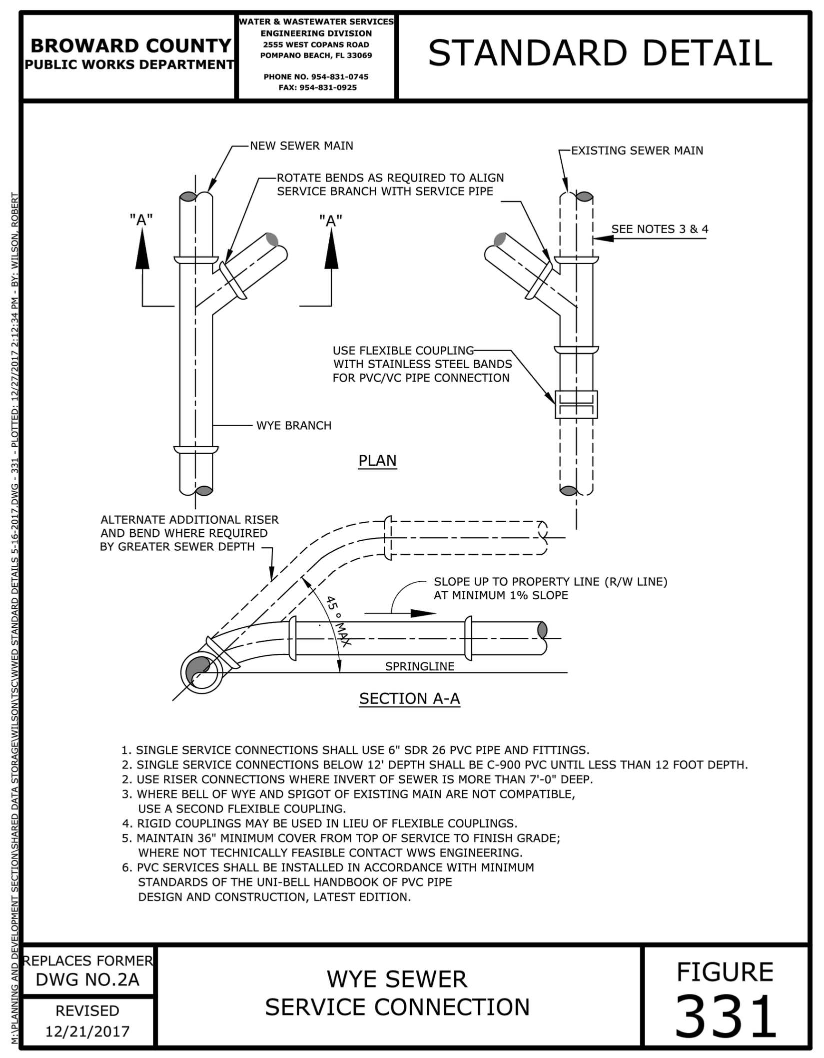


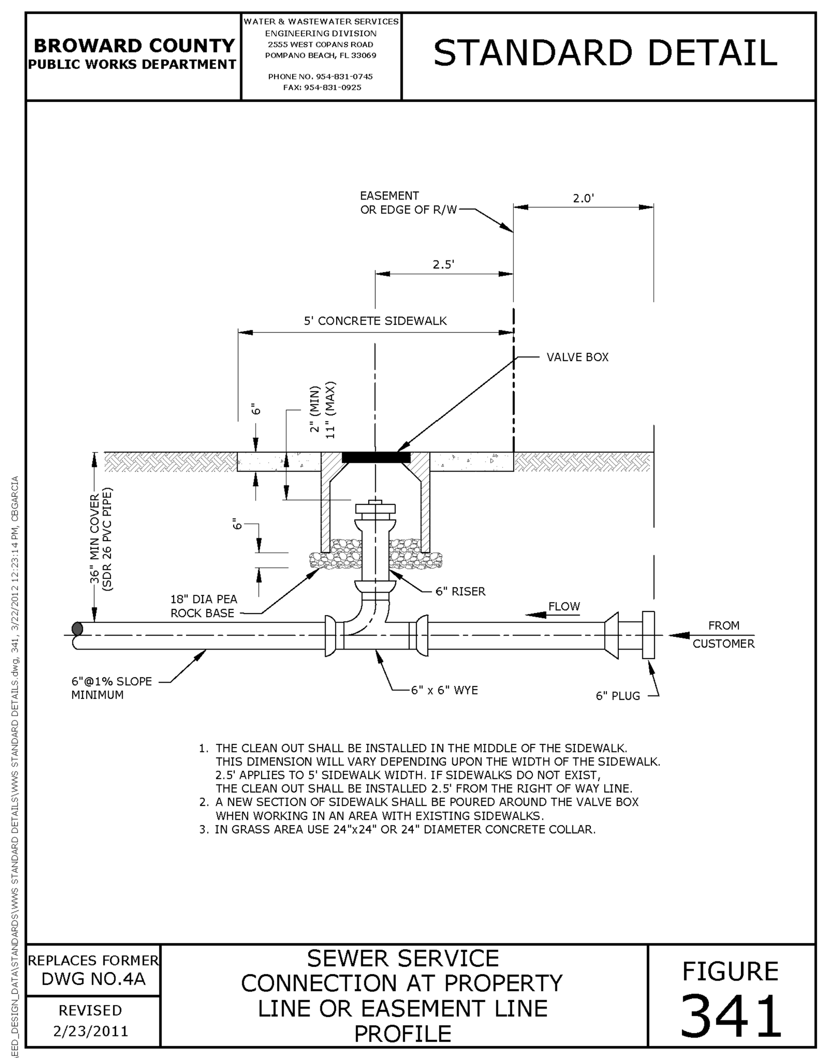


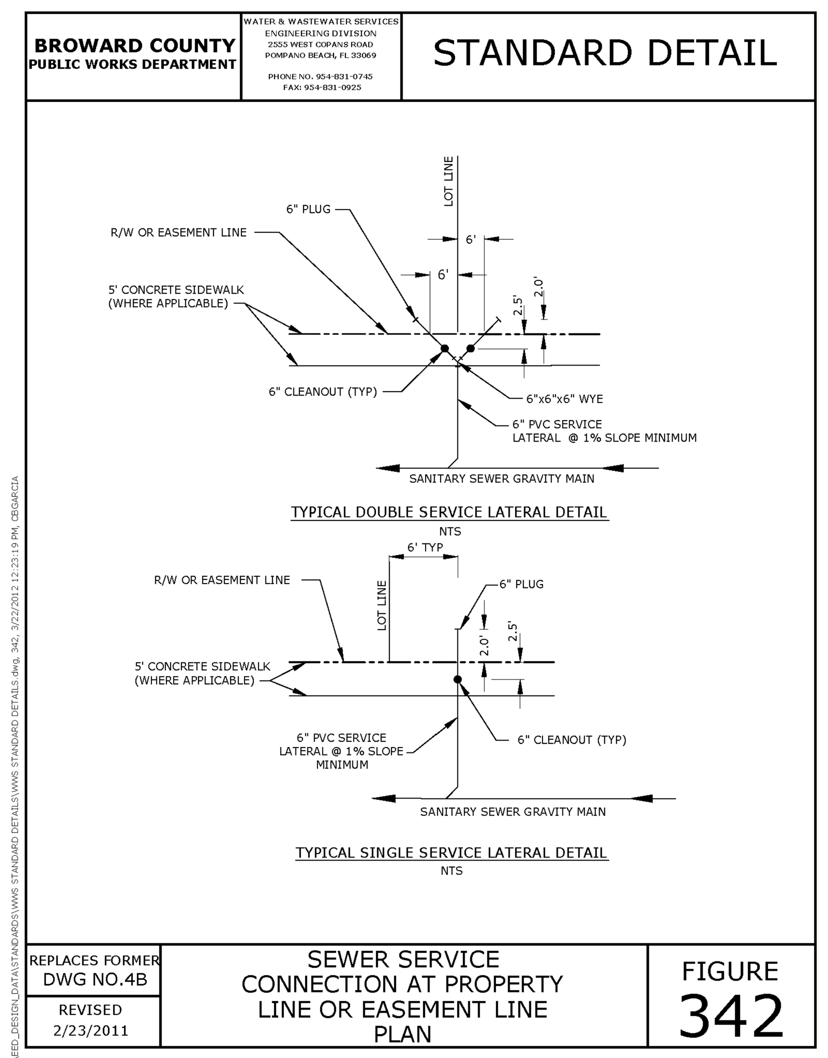






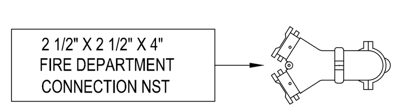




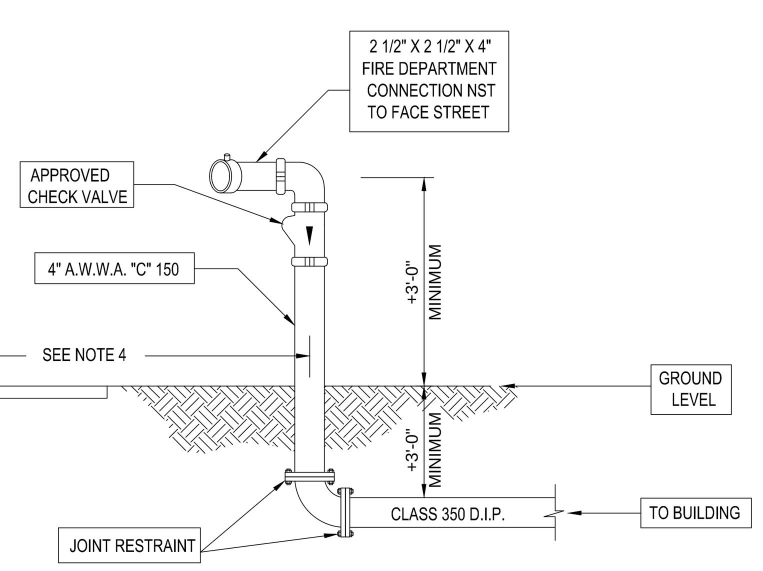


GENERAL NOTES

1. PROVIDE BUILDING I.D. ON REMOTE FIRE DEPT. CONNECTION.
2. NO TREES, BUSHES OR WALLS WITHIN 5' RADIUS OF FIRE DEPT. CONNECTION
3. IF FIRE SPRINKLER DESIGN INDICATES DEMAND OF 1000 GPM OR GREATER, THE UNDERGROUND FIRE DEPT. CONNECTION LINE SHALL BE INCREASED TO 6" DIAMETER WITH A THREE WAY 2½" FIRE DEPT. HOSE CONNECTION
4. 4' MIN. TO BACK OF CURB OR 2' MIN TO BACK OF SIDEWALK



TOP VIEW



SIDE VIEW

1 REMOTE FDC

NONE

62-555.314 LOCATION OF PUBLIC WATER SYSTEM MAINS.

FOR THE PURPOSE OF THIS SECTION, THE PHRASE "WATER MAINS" SHALL MEAN MAINS, INCLUDING TREATMENT PLANT PROCESS PIPING, CONVEYING EITHER RAW, PARTIALLY TREATED, OR FINISHED DRINKING WATER; FIRE HYDRANT LEADS; AND SERVICE LINES THAT ARE UNDER THE CONTROL OF A PUBLIC WATER SYSTEM AND THAT HAVE AN INSIDE DIAMETER OF THREE INCHES OR GREATER.

(1) HORIZONTAL SEPARATION BETWEEN UNDERGROUND WATER MAINS AND SANITARY OR STORM SEWERS, WASTEWATER OR STORMWATER FORCE MAINS, RECLAIMED WATER PIPELINES, AND ONSITE SEWAGE TREATMENT AND DISPOSAL SYSTEMS.

(A) NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST THREE FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED STORM SEWER, STORMWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.

(B) NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST THREE FEET, AND PREFERABLY TEN FEET, BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED VACUUM-TYPE SANITARY SEWER.

(C) NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST SIX FEET, AND PREFERABLY TEN FEET, BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED GRAVITY- OR PRESSURE-TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C. THE MINIMUM HORIZONTAL SEPARATION DISTANCE BETWEEN WATER MAINS AND GRAVITY-TYPE SANITARY SEWERS SHALL BE REDUCED TO THREE FEET WHERE THE BOTTOM OF THE WATER MAIN IS LAID AT LEAST SIX INCHES ABOVE THE TOP OF THE SEWER.

(D) NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST TEN FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND ALL PARTS OF ANY EXISTING OR PROPOSED "ONSITE SEWAGE TREATMENT AND DISPOSAL SYSTEM" AS DEFINED IN SECTION 381.0065(2), F.S., AND RULE 64E-6.002, F.A.C.

(2) VERTICAL SEPARATION BETWEEN UNDERGROUND WATER MAINS AND SANITARY OR STORM SEWERS, WASTEWATER OR STORMWATER FORCE MAINS, AND RECLAIMED WATER PIPELINES.

(A) NEW OR RELOCATED, UNDERGROUND WATER MAINS CROSSING ANY EXISTING OR PROPOSED GRAVITY- OR VACUUM-TYPE SANITARY SEWER OR STORM SEWER SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST SIX INCHES, AND PREFERABLY 12 INCHES, ABOVE OR AT LEAST 12 INCHES BELOW THE OUTSIDE OF THE OTHER PIPELINE. HOWEVER, IT IS PREFERABLE TO LAY THE WATER MAIN ABOVE THE OTHER PIPELINE.

(B) NEW OR RELOCATED, UNDERGROUND WATER MAINS CROSSING ANY EXISTING OR PROPOSED PRESSURE-TYPE SANITARY SEWER, WASTEWATER OR STORMWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST 12 INCHES ABOVE OR BELOW THE OUTSIDE OF THE OTHER PIPELINE. HOWEVER, IT IS PREFERABLE TO LAY THE WATER MAIN ABOVE THE OTHER PIPELINE.

(C) AT THE UTILITY CROSSINGS DESCRIBED IN PARAGRAPHS (A) AND (B), ABOVE, ONE FULL LENGTH OF WATER MAIN PIPE SHALL BE CENTERED ABOVE OR BELOW THE OTHER PIPELINE SO THE WATER MAIN JOINTS WILL BE AS FAR AS POSSIBLE FROM THE OTHER PIPELINE. ALTERNATIVELY, AT SUCH CROSSINGS, THE PIPES SHALL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST THREE FEET FROM ALL JOINTS IN VACUUM-TYPE SANITARY SEWERS, STORM SEWERS, STORMWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C., AND AT LEAST SIX FEET FROM ALL JOINTS IN GRAVITY- OR PRESSURE-TYPE SANITARY SEWERS, WASTEWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.

(3) SEPARATION BETWEEN WATER MAINS AND SANITARY OR STORM SEWER MANHOLES.

(A) NO WATER MAIN SHALL PASS THROUGH, OR COME INTO CONTACT WITH, ANY PART OF A SANITARY SEWER MANHOLE.

(B) EFFECTIVE AUGUST 28, 2003, WATER MAINS SHALL NOT BE CONSTRUCTED OR ALTERED TO PASS THROUGH, OR COME INTO CONTACT WITH, ANY PART OF A STORM SEWER MANHOLE OR INLET STRUCTURE. WHERE IT IS NOT TECHNICALLY FEASIBLE OR ECONOMICALLY SENSIBLE TO COMPLY WITH THIS REQUIREMENT (I.E., WHERE THERE IS A CONFLICT IN THE ROUTING OF A WATER MAIN AND A STORM SEWER AND WHERE ALTERNATIVE ROUTING OF THE WATER MAIN OR THE STORM SEWER IS NOT TECHNICALLY FEASIBLE OR IS NOT ECONOMICALLY SENSIBLE), THE DEPARTMENT SHALL ALLOW EXCEPTIONS TO THIS REQUIREMENT (I.E., THE DEPARTMENT SHALL ALLOW CONSTRUCTION OF CONFLICT MANHOLES), BUT SUPPLIERS OF WATER OR PERSONS PROPOSING TO CONSTRUCT CONFLICT MANHOLES MUST FIRST OBTAIN A SPECIFIC PERMIT FROM THE DEPARTMENT IN ACCORDANCE WITH PART V OF THIS CHAPTER AND MUST PROVIDE IN THE PRELIMINARY DESIGN REPORT OR DRAWINGS, SPECIFICATIONS, AND DESIGN DATA ACCOMPANYING THEIR PERMIT APPLICATION THE FOLLOWING INFORMATION:

1. TECHNICAL OR ECONOMIC JUSTIFICATION FOR EACH CONFLICT MANHOLE.
2. A STATEMENT IDENTIFYING THE PARTY RESPONSIBLE FOR MAINTAINING EACH CONFLICT MANHOLE.
3. ASSURANCE OF COMPLIANCE WITH THE DESIGN AND CONSTRUCTION REQUIREMENTS IN SUB-SUBPARAGRAPHS A. THROUGH D., BELOW.

A. EACH WATER MAIN PASSING THROUGH A CONFLICT MANHOLE SHALL HAVE A FLEXIBLE, WATERTIGHT JOINT ON EACH SIDE OF THE MANHOLE TO ACCOMMODATE DIFFERENTIAL SETTLING BETWEEN THE MAIN AND THE MANHOLE.

B. WITHIN EACH CONFLICT MANHOLE, THE WATER MAIN PASSING THROUGH THE MANHOLE SHALL BE INSTALLED IN A WATERTIGHT CASING PIPE HAVING HIGH IMPACT STRENGTH (I.E., HAVING AN IMPACT STRENGTH AT LEAST EQUAL TO THAT OF 0.25-INCH-THICK DUCTILE IRON PIPE).

C. EACH CONFLICT MANHOLE SHALL HAVE AN ACCESS OPENING, AND SHALL BE SIZED, TO ALLOW FOR EASY CLEANING OF THE MANHOLE.

D. GRATINGS SHALL BE INSTALLED AT ALL STORM SEWER INLETS UPSTREAM OF EACH CONFLICT MANHOLE TO PREVENT LARGE OBJECTS FROM ENTERING THE MANHOLE.

(4) SEPARATION BETWEEN FIRE HYDRANT DRAINS AND SANITARY OR STORM SEWERS, WASTEWATER OR STORMWATER FORCE MAINS, RECLAIMED WATER PIPELINES, AND ONSITE SEWAGE TREATMENT AND DISPOSAL SYSTEMS. NEW OR RELOCATED FIRE HYDRANTS WITH UNDERGROUND DRAINS SHALL BE LOCATED SO THAT THE DRAINS ARE AT LEAST THREE FEET FROM ANY EXISTING OR PROPOSED STORM SEWER, STORMWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.; AT LEAST THREE FEET, AND PREFERABLY TEN FEET, FROM ANY EXISTING OR PROPOSED VACUUM-TYPE SANITARY SEWER; AT LEAST SIX FEET, AND PREFERABLY TEN FEET, FROM ANY EXISTING OR PROPOSED GRAVITY- OR PRESSURE-TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.; AND AT LEAST TEN FEET FROM ANY EXISTING OR PROPOSED "ONSITE SEWAGE TREATMENT AND DISPOSAL SYSTEM" AS DEFINED IN SECTION 381.0065(2), F.S., AND RULE 64E-6.002, F.A.C.

(5) EXCEPTIONS. WHERE IT IS NOT TECHNICALLY FEASIBLE OR ECONOMICALLY SENSIBLE TO COMPLY WITH THE REQUIREMENTS IN SUBSECTION (1) OR (2), ABOVE, THE DEPARTMENT SHALL ALLOW EXCEPTIONS TO THESE REQUIREMENTS IF SUPPLIERS OF WATER OR CONSTRUCTION PERMIT APPLICANTS PROVIDE TECHNICAL OR ECONOMIC JUSTIFICATION FOR EACH EXCEPTION AND PROVIDE ALTERNATIVE CONSTRUCTION FEATURES THAT AFFORD A SIMILAR LEVEL OF RELIABILITY AND PUBLIC HEALTH PROTECTION. ACCEPTABLE ALTERNATIVE CONSTRUCTION FEATURES INCLUDE THE FOLLOWING:

(A) WHERE AN UNDERGROUND WATER MAIN IS BEING LAID LESS THAN THE REQUIRED MINIMUM HORIZONTAL DISTANCE FROM ANOTHER PIPELINE AND WHERE AN UNDERGROUND WATER MAIN IS CROSSING ANOTHER PIPELINE AND JOINTS IN THE WATER MAIN ARE BEING LOCATED LESS THAN THE REQUIRED MINIMUM DISTANCE FROM JOINTS IN THE OTHER PIPELINE:

1. USE OF PRESSURE-RATED PIPE CONFORMING TO THE AMERICAN WATER WORKS ASSOCIATION STANDARDS INCORPORATED INTO RULE 62-555.330, F.A.C., FOR THE OTHER PIPELINE IF IT IS A GRAVITY- OR VACUUM-TYPE PIPELINE,
2. USE OF WELDED, FUSED, OR OTHERWISE RESTRAINED JOINTS FOR EITHER THE WATER MAIN OR THE OTHER PIPELINE, OR
3. USE OF WATERTIGHT CASING PIPE OR CONCRETE ENCASEMENT AT LEAST FOUR INCHES THICK FOR EITHER THE WATER MAIN OR THE OTHER PIPELINE.

(A) WHERE AN UNDERGROUND WATER MAIN IS BEING LAID LESS THAN THREE FEET HORIZONTALLY FROM ANOTHER PIPELINE AND WHERE AN UNDERGROUND WATER MAIN IS CROSSING ANOTHER PIPELINE AND IS BEING LAID LESS THAN THE REQUIRED MINIMUM VERTICAL DISTANCE FROM THE OTHER PIPELINE:

1. USE OF PIPE, OR CASING PIPE, HAVING HIGH IMPACT STRENGTH (I.E., HAVING AN IMPACT STRENGTH AT LEAST EQUAL TO THAT OF 0.25-INCH-THICK DUCTILE IRON PIPE) OR CONCRETE ENCASEMENT AT LEAST FOUR INCHES THICK FOR THE WATER MAIN; AND,
2. USE OF PIPE, OR CASING PIPE, HAVING HIGH IMPACT STRENGTH (I.E., HAVING AN IMPACT STRENGTH AT LEAST EQUAL TO THAT OF 0.25-INCH-THICK DUCTILE IRON PIPE) OR CONCRETE ENCASEMENT AT LEAST FOUR INCHES THICK FOR THE OTHER PIPELINE IF IT IS NEW AND IS CONVEYING WASTEWATER OR RECLAIMED WATER.

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PROJECT No.: F160048
DRAWN BY: CAD
CHECKED BY: ROT
DATE: 05-17-19
CAD I.D.: UTILITY DETAILS

PROJECT:

STIRLING SQUARE NWC OF STIRLING RD. & PHIPPEN WAITERS RD.

FOR

MASTER DEVELOPMENT

DANIA BEACH
FLORIDA

THOMAS ENGINEERING GROUP
6300 NW 31ST AVENUE
FORT LAUDERDALE, FL 33309
PH: (954) 202-7000
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MICHAEL A. TROXELL
PROFESSIONAL ENGINEER
May 17, 2019
FLORIDA LICENSE No. 50572
FLORIDA BUSINESS CERT. OF AUTH. No. 27528

SHEET TITLE:

UTILITY DETAILS

SHEET NUMBER:

SP-14

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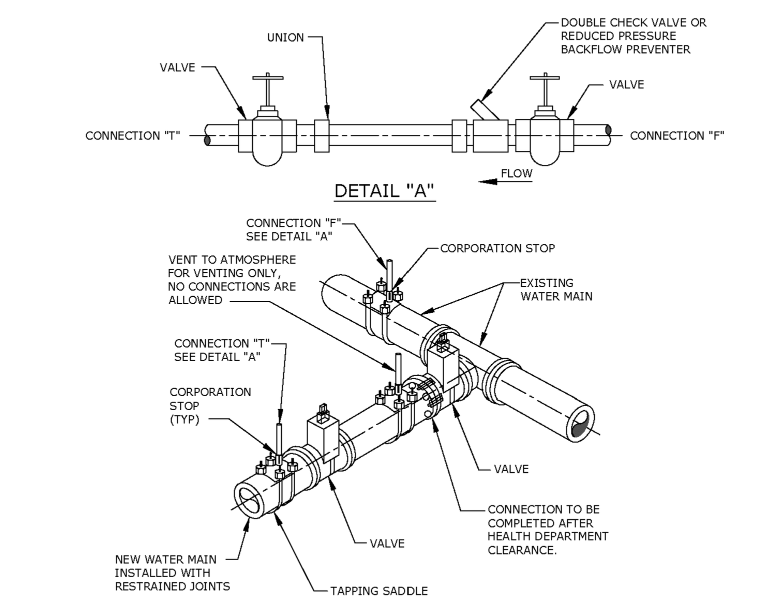
G:\2019\CREIGHTON CONST & DEV\F190007 - 7-11, DANIA BEACH\DWG\2019-03-20 DRC SUBMITTAL\UTILITY DETAILS----->LAYOUT: SP-14 UTILITY DETAILS

BROWARD COUNTY PUBLIC WORKS DEPARTMENT | WATER & WASTEWATER SERVICES, ENGINEERING DIVISION, 2555 WEST COPANS ROAD, POMPANO BEACH, FL 33069, PHONE NO. 954-831-0745, FAX: 954-831-0925 | STANDARD DETAIL



1. REMOVE TEMPORARY CONNECTION AT CORPORATION STOP ON EXISTING MAIN AFTER FILLING AND FLUSHING OF NEW LINE.
2. DO NOT REMOVE TEMPORARY CONNECTION AT CORPORATION STOP ON NEW MAIN UNTIL ALL TESTING HAS BEEN CLEARED BY HEALTH DEPARTMENT.
3. CLOSE CORPORATION STOPS AND PLUG/CAP WITH BRASS FITTINGS AFTER SAMPLING IS COMPLETED.

REPLACES FORMER DWG NO.7 / REVISED 2/23/2011	FILLING AND FLUSHING CONNECTION	FIGURE 205

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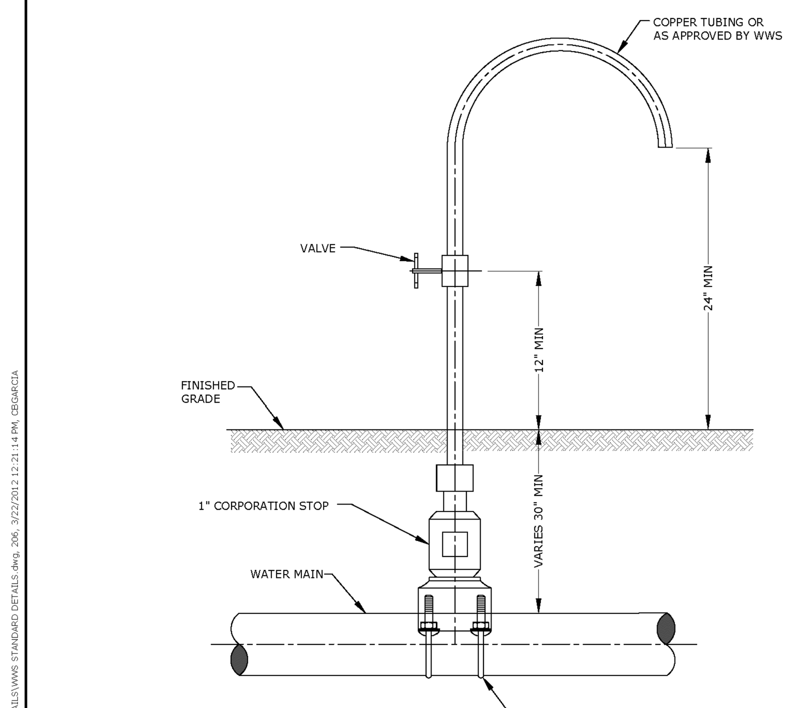
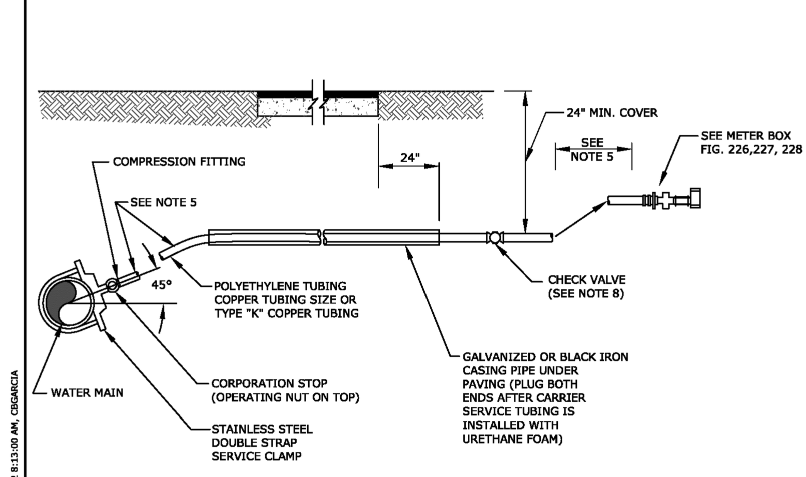


1. SAMPLE POINTS SHALL BE LOCATED AND LATER REMOVED AS REQUIRED BY BROWARD COUNTY HEALTH DEPARTMENT.
2. CORPORATION STOP SHALL BE CLOSED AND PLUGGED/CAPPED WITH A BRASS FITTING AFTER HEALTH DEPARTMENT CLEARANCE.
3. SAMPLING POINTS MAY BE PLACED AT THE ENDS OF WATER SERVICES BEFORE THE METERS AND ON BLOW OFFS FOR TERMINAL WATER MAINS, WHERE SERVICES AND BLOW OFFS ARE REQUIRED BY THE PLANS.

REPLACES FORMER DWG NO.6 / REVISED 2/23/2011	SAMPLING POINT	FIGURE 206

BROWARD COUNTY PUBLIC WORKS DEPARTMENT | WATER & WASTEWATER SERVICES, ENGINEERING DIVISION, 2555 WEST COPANS ROAD, POMPANO BEACH, FL 33069, PHONE NO. 954-831-0745, FAX: 954-831-0925 | STANDARD DETAIL



1. SUCCESSIVE TAPS INTO THE WATER MAIN SHALL BE SPACED NOT LESS THAN 18" ON CENTER. NO TAPS SHALL BE CLOSER THAN 18" TO A JOINT.
2. 1" SERVICE REQUIRE A 2" MINIMUM INSIDE DIAMETER CASING PIPE.
3. 2" SERVICE REQUIRE A 3" MINIMUM INSIDE DIAMETER CASING PIPE.
4. ALL CASING PIPE SHALL EXTEND A MINIMUM OF 2' BEYOND THE EDGE OF PAVING STREETS.
5. FOR 1" SERVICE LINES THE MINIMUM RADIUS SHALL BE 14". FOR 2" SERVICE LINES THE MINIMUM RADIUS SHALL BE 21".
6. ALL CASING PIPE ENDS SHALL BE FILED SMOOTH WITH NO BURRS AND SEALED WITH URETHANE FOAM.
7. THE POLYETHYLENE OR COPPER TUBING SHALL BE ONE CONTINUOUS PIECE FROM THE CORPORATION STOP TO THE CHECK VALVE. NO JOINTS WILL BE PERMITTED BETWEEN THESE POINTS.
8. THE CHECK VALVE IS TO BE INSTALLED 5 FEET BEFORE THE METER VALVE.

THIS DETAIL APPLIES ONLY TO RESIDENTIAL ROADS WITH LESS THAN 70' R.O.W. (NO MEDIAN) OR WITHIN EASEMENTS

REPLACES FORMER DWG NO.1A / REVISED 2/23/2011	TYPE 1 WATER SERVICE CONNECTION	FIGURE 221

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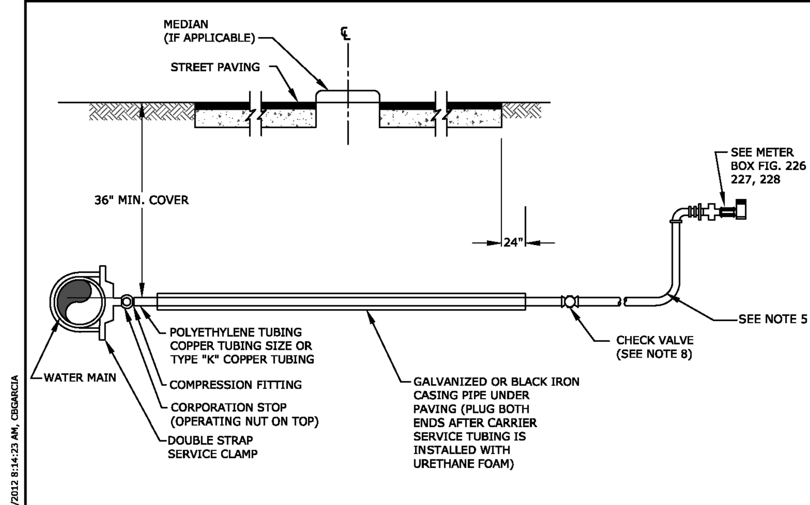
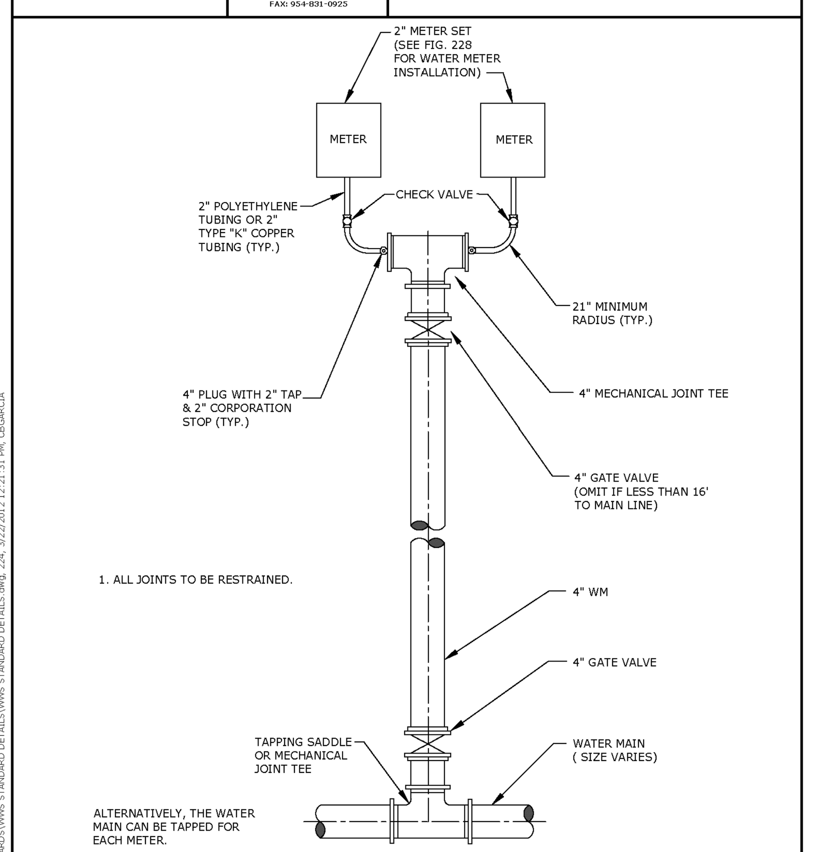


1. SUCCESSIVE TAPS INTO THE WATER MAIN SHALL BE SPACED NOT LESS THAN 18" ON CENTER. NO TAPS SHALL BE CLOSER THAN 18" TO A JOINT.
2. 1" SERVICES REQUIRE A 2" MINIMUM INSIDE DIAMETER CASING PIPE.
3. 2" SERVICES REQUIRE A 3" MINIMUM INSIDE DIAMETER CASING PIPE.
4. ALL CASING PIPE SHALL EXTEND A MINIMUM OF 2' BEYOND THE EDGE OF PAVED STREETS.
5. FOR 1" SERVICE LINES THE MINIMUM RADIUS SHALL BE 14". FOR 2" SERVICE LINES THE MINIMUM RADIUS SHALL BE 21".
6. ALL CASING PIPE ENDS SHALL BE FILED SMOOTH WITH NO BURRS AND SEALED WITH URETHANE FOAM.
7. THE POLYETHYLENE OR COPPER TUBING SHALL BE ONE CONTINUOUS PIECE FROM THE CORPORATION STOP TO THE CHECK VALVE. NO JOINTS WILL BE PERMITTED BETWEEN THESE POINTS.
8. THE CHECK VALVE IS TO BE INSTALLED 5 FEET BEFORE THE METER VALVE.

THIS DETAIL APPLIES ONLY TO COUNTY ARTERIAL AND COLLECTOR ROADS (70' TO 120' R/W) AND ALL STATE ROAD R/W

REPLACES FORMER DWG NO.1B / REVISED 2/23/2011	TYPE 2 WATER SERVICE CONNECTION	FIGURE 222

BROWARD COUNTY PUBLIC WORKS DEPARTMENT | WATER & WASTEWATER SERVICES, ENGINEERING DIVISION, 2555 WEST COPANS ROAD, POMPANO BEACH, FL 33069, PHONE NO. 954-831-0745, FAX: 954-831-0925 | STANDARD DETAIL

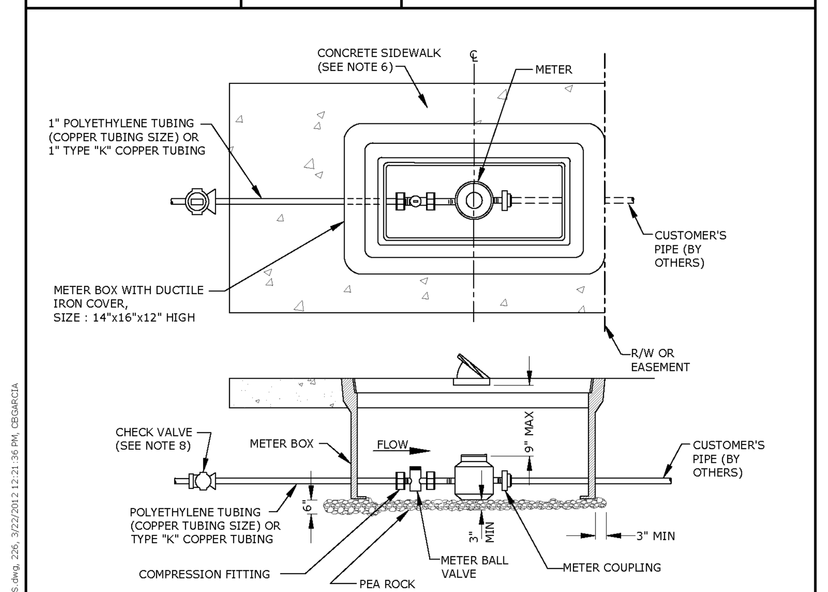


1. ALL JOINTS TO BE RESTRAINED.

ALTERNATIVELY, THE WATER MAIN CAN BE TAPPED FOR EACH METER.

REPLACES FORMER DWG NO.3D / REVISED 2/23/2011	METER INSTALLATION FOR TWO 2" METERS	FIGURE 224

BROWARD COUNTY PUBLIC WORKS DEPARTMENT | WATER & WASTEWATER SERVICES, ENGINEERING DIVISION, 2555 WEST COPANS ROAD, POMPANO BEACH, FL 33069, PHONE NO. 954-831-0745, FAX: 954-831-0925 | STANDARD DETAIL

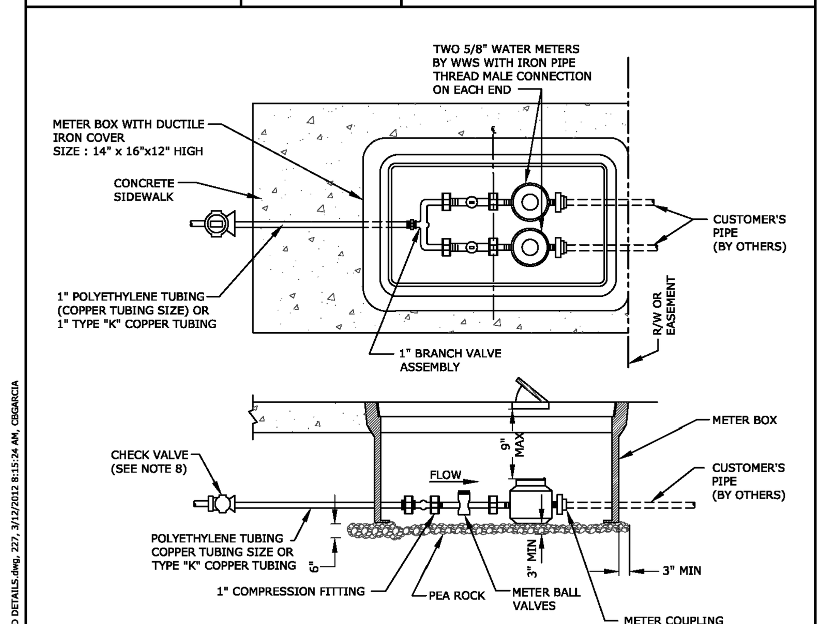


1. ALL STRUCTURES TO BE TRAFFIC BEARING TYPE.
2. R/W LINE OR EASEMENT LINE IS THE CUSTOMER'S SIDE OF METER BOX.
3. WWS RESPONSIBILITY ENDS AT THE CUSTOMER'S SIDE OF METER.
4. CURVE IN SERVICE LINE SHALL BE AS CLOSE TO METER BOX AS PRACTICAL, WITH A MINIMUM RADIUS SHALL BE 14" FOR 1" TUBING.
5. ALL METERS WILL BE SUPPLIED AND INSTALLED BY WWS. METER HAS IRON PIPE THREAD MALE CONNECTION ON EACH END.
6. WHEN SIDEWALKS ARE PRESENT, OR PLANNED FOR IN THE R/W, THE BACK EDGE OF THE METER BOX SHALL LINE UP WITH THE BACK EDGE OF THE SIDEWALK.
7. METER SHALL BE CENTERED IN BOX DIRECTLY UNDER THE ACCESS LID.
8. THE CHECK VALVE IS TO BE INSTALLED 5 FEET BEFORE THE METER BALL VALVE.
9. WHEN THERE ARE NO SIDEWALKS, CONSTRUCT 6" WIDE x 6" THICK CONCRETE COLLAR AT GRADE.

METER SIZE	LAYING LENGTH (IN)	HEIGHT (IN)
⅝"	7.5	4.56
1"	10.75	5.75

REPLACES FORMER DWG NO.3A / REVISED 2/23/2011	WATER METER INSTALLATION FOR ⅝" AND 1" METERS	FIGURE 226

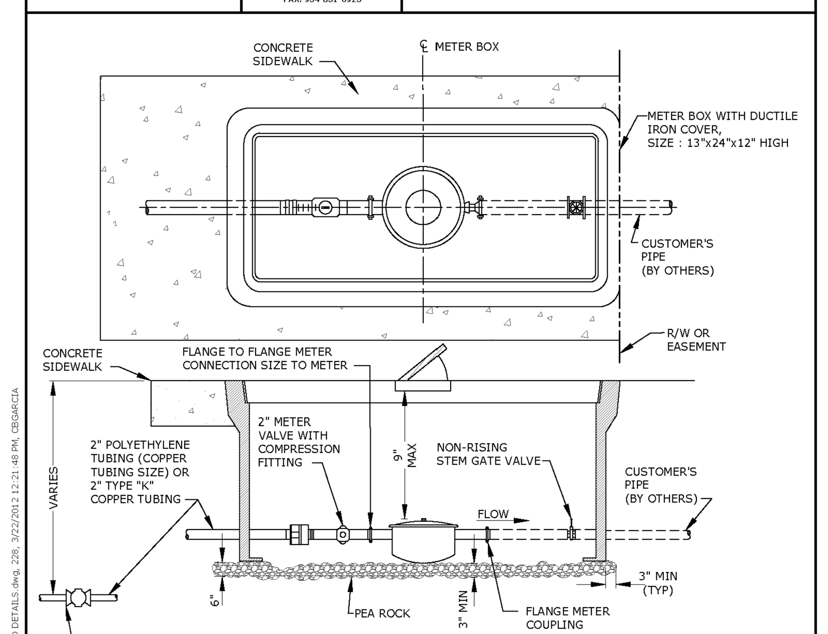
BROWARD COUNTY PUBLIC WORKS DEPARTMENT | WATER & WASTEWATER SERVICES, ENGINEERING DIVISION, 2555 WEST COPANS ROAD, POMPANO BEACH, FL 33069, PHONE NO. 954-831-0745, FAX: 954-831-0925 | STANDARD DETAIL



1. ALL STRUCTURES TO BE TRAFFIC BEARING TYPE.
2. R/W LINE OR EASEMENT LINE IS THE CUSTOMER'S SIDE OF METER BOX.
3. WWS RESPONSIBILITY ENDS AT THE CUSTOMER'S SIDE OF METER.
4. CURVE IN SERVICE LINE SHALL BE AS CLOSE TO METER BOX AS PRACTICAL, WITH A MINIMUM RADIUS SHALL BE 14" FOR 1" TUBING.
5. ALL METERS WILL BE SUPPLIED AND INSTALLED BY WWS. METER HAS IRON PIPE THREAD MALE CONNECTION ON EACH END.
6. WHEN SIDEWALKS ARE PRESENT, OR PLANNED FOR IN THE R/W, THE BACK EDGE OF THE METER BOX SHALL LINE UP WITH THE BACK EDGE OF THE SIDEWALK.
7. METER SHALL BE CENTERED IN BOX DIRECTLY UNDER THE ACCESS LID.
8. THE CHECK VALVE IS TO BE INSTALLED 5 FEET BEFORE THE METER VALVE.
9. WHEN THERE ARE NO SIDEWALKS, CONSTRUCT 6" WIDE x 6" THICK CONCRETE COLLAR AT GRADE.

REPLACES FORMER DWG NO.3B / REVISED 2/23/2011	DOUBLE METER INSTALLATION FOR TWO ⅝" METERS	FIGURE 227

BROWARD COUNTY PUBLIC WORKS DEPARTMENT | WATER & WASTEWATER SERVICES, ENGINEERING DIVISION, 2555 WEST COPANS ROAD, POMPANO BEACH, FL 33069, PHONE NO. 954-831-0745, FAX: 954-831-0925 | STANDARD DETAIL

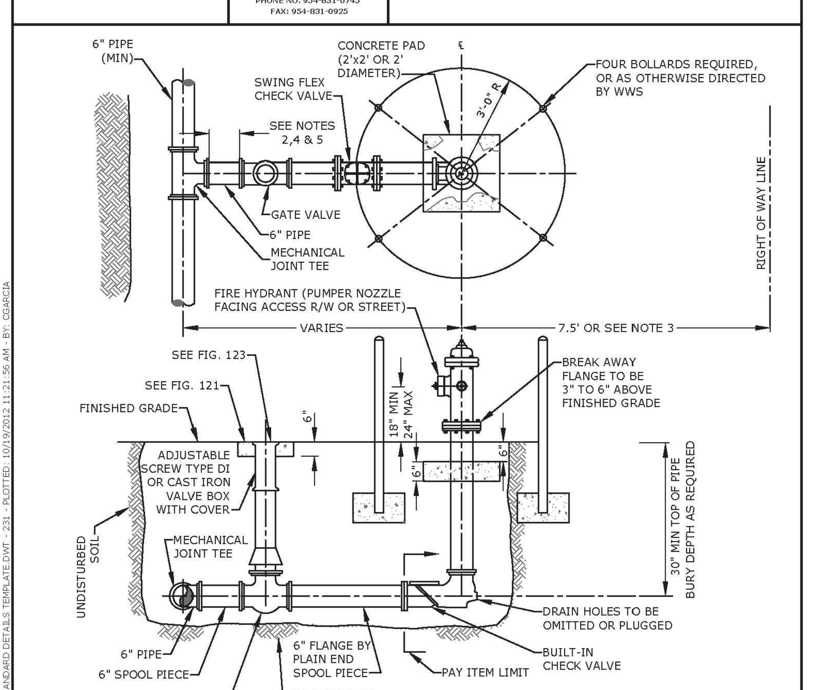


1. ALL STRUCTURES TO BE TRAFFIC BEARING TYPE.
2. R/W LINE OR EASEMENT LINE IS THE CUSTOMER'S SIDE OF METER BOX.
3. WWS RESPONSIBILITY ENDS AT THE CUSTOMER'S SIDE OF METER.
4. CURVE IN SERVICE LINE SHALL BE AS CLOSE TO METER BOX AS PRACTICAL, WITH A MINIMUM RADIUS SHALL BE 21" FOR 2" TUBING.
5. ALL METERS WILL BE SUPPLIED AND INSTALLED BY WWS. METER HAS IRON PIPE THREAD MALE CONNECTION ON EACH END.
6. WHEN SIDEWALKS ARE PRESENT, OR PLANNED FOR IN THE R/W, THE BACK EDGE OF THE METER BOX SHALL LINE UP WITH THE BACK EDGE OF THE SIDEWALK.
7. METER SHALL BE CENTERED IN BOX DIRECTLY UNDER THE ACCESS LID.
8. THE CHECK VALVE IS TO BE INSTALLED 5 FEET BEFORE THE METER VALVE.
9. WHEN THERE ARE NO SIDEWALKS, CONSTRUCT 6" WIDE x 6" THICK CONCRETE COLLAR AT GRADE.

METER SIZE	LAYING LENGTH (IN)	HEIGHT (IN)
1 ½"	13	6 ⅞"
2"	17	7 ¹⁷⁄₃₂"

REPLACES FORMER DWG NO.3C / REVISED 2/23/2011	METER INSTALLATION FOR 1 ½" OR 2" METERS	FIGURE 228

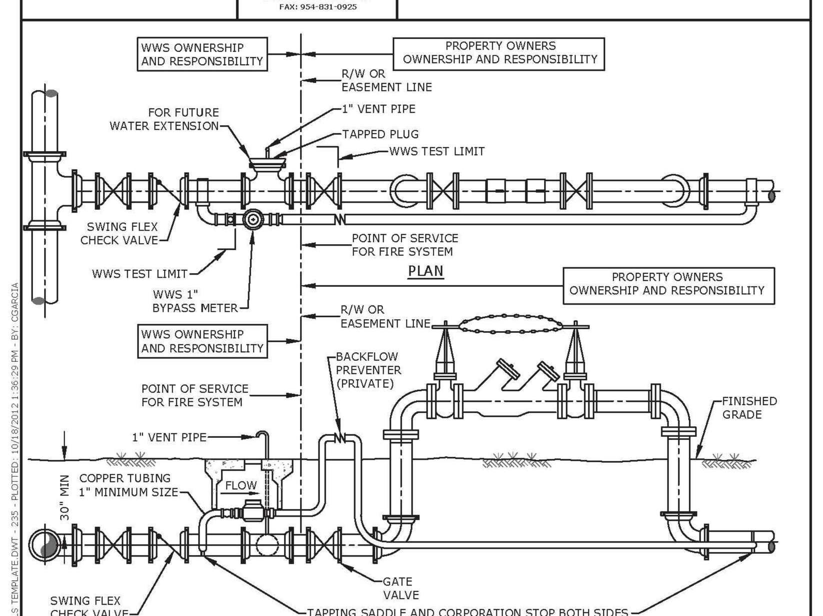
BROWARD COUNTY PUBLIC WORKS DEPARTMENT | WATER & WASTEWATER SERVICES, ENGINEERING DIVISION, 2555 WEST COPANS ROAD, POMPANO BEACH, FL 33069, PHONE NO. 954-831-0745, FAX: 954-831-0925 | STANDARD DETAIL



1. HYDRANT COATED WITH YELLOW REFLECTIVE PAINT.
2. USE RESTRAINED JOINTS FOR THE ENTIRE ASSEMBLY SHOWN.
3. HYDRANT SET BACK SHALL CONFORM TO FDOT AND BCHCED REQUIREMENTS, WHERE APPLICABLE.
4. GATE VALVE IS NORMALLY LOCATED NEXT TO TEE.
5. IF DISTANCE FROM MAIN LINE TO FIRE HYDRANT IS GREATER THAN 20 FEET ANOTHER GATE VALVE WILL BE PROVIDED CLOSE TO THE HYDRANT. THIS SECOND VALVE SHALL BE INSTALLED WITHIN 5' OF THE FIRE HYDRANT. CHECK VALVE SHALL BE WITHIN 3' OF FIRE HYDRANT UNLESS CHECK VALVE INTEGRAL TO HYDRANT ASSEMBLY.
6. HYDRANT FEED PIPE MAY BE TAPPED FOR A SERVICE LINE UPSTREAM OF THE ISOLATION GATE VALVE.
7. A BLUE RAISED REFLECTIVE PAVEMENT MARKER SHALL BE PLACED AT THE CENTER LINE OF THE OUTSIDE ROADWAY LANE TO IDENTIFY THE FIRE HYDRANT LOCATION.

REPLACES FORMER DWG NO.8 / REVISED 10/18/2012	FIRE HYDRANT INSTALLATION	FIGURE 231

BROWARD COUNTY PUBLIC WORKS DEPARTMENT | WATER & WASTEWATER SERVICES, ENGINEERING DIVISION, 2555 WEST COPANS ROAD, POMPANO BEACH, FL 33069, PHONE NO. 954-831-0745, FAX: 954-831-0925 | STANDARD DETAIL

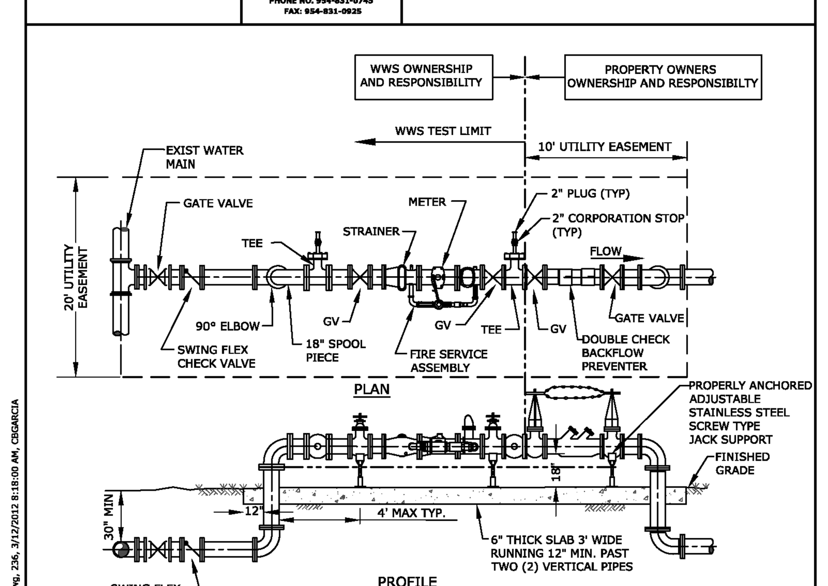


1. THE DOUBLE CHECK VALVE SHALL BE PRIVATELY OWNED BY PROPERTY OWNER.
2. FIRE SYSTEM TO BE CONSTRUCTED/TESTED IN ACCORDANCE WITH NFPA STDS. & ALL APPLICABLE CODES.
3. METER BOX AND SERVICE LINE SHALL BE IN ACCORDANCE WITH WWS STANDARD DETAIL FOR WATER METER INSTALLATION AND NFP STDS & CODES. USE TYPE "K" COPPER TUBING AND BRASS OR COPPER FITTINGS.
4. BACKFLOW PREVENTER FOLLOWING THE METER SHALL BE THE SAME TYPE DEVICE (DEGREE OF HAZARD) AS THE FIRE MAIN DEVICE. THIS SHALL BE PRIVATELY OWNED BY THE PROPERTY OWNER. METER BOX SHALL BE SUPPLIED BY CONTRACTOR.
5. EXTENT OF WWS OWNERSHIP IS LIMITED TO THE BYPASS METER AND ALL PIPING PRIOR TO THE POINT OF SERVICE FOR THE FIRE SYSTEM AS SHOWN ON THIS DRAWING VIA PLAN AND PROFILE ABOVE.
6. 1" VENT PIPE TO BE REMOVED AFTER WWS APPROVAL.

DEDICATED FIRE SYSTEM

REPLACES FORMER DWG NO.9A / REVISED 3/22/2012	TYPE 1 PRIVATE FIRE PROTECTION 4", 6" AND 8" DIAMETER CONNECTION	FIGURE 235

BROWARD COUNTY PUBLIC WORKS DEPARTMENT | WATER & WASTEWATER SERVICES, ENGINEERING DIVISION, 2555 WEST COPANS ROAD, POMPANO BEACH, FL 33069, PHONE NO. 954-831-0745, FAX: 954-831-0925 | STANDARD DETAIL

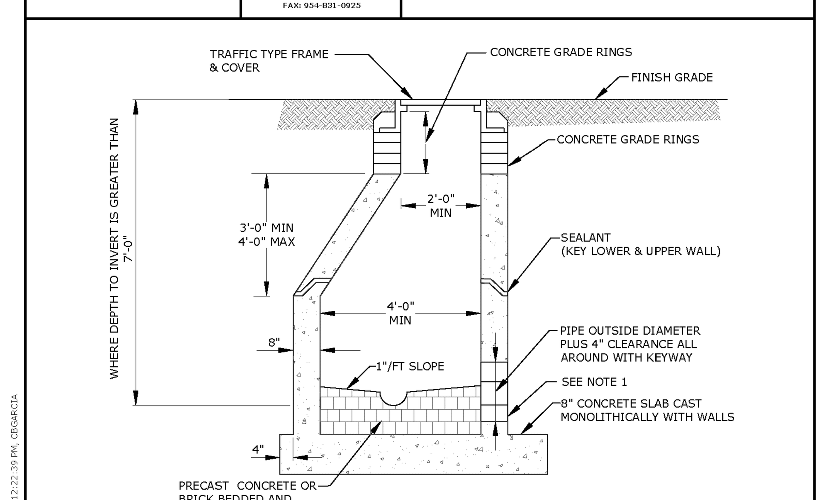


1. THE DOUBLE CHECK VALVE SHALL BE PRIVATELY OWNED BY THE PROPERTY OWNER.
2. WWS RESPONSIBILITY IS BETWEEN WATER MAIN AND METER.
3. EASEMENT SHALL BE PROVIDED IN ACCORDANCE WITH WWS MINIMUM REQUIREMENTS.
4. ALL ABOVE GROUND PIPE SHALL BE FLANGED, DI (DUCTILE IRON) TYPE.
5. ALL PIPE LEADING FROM WATER MAIN TO FLANGED PIPING SHALL BE D.I. PIPE, RESTRAINED JOINTS.
6. ALL ABOVE GROUND PIPING, FITTINGS, GATE VALVES AND CHECK VALVES AND THE METER ASSEMBLY SHALL BE PAINTED WITH POLYURETHANE COATING (BLUE).

COMBINED DOMESTIC WATER SERVICE AND FIRE PROTECTION

REPLACES FORMER DWG NO.9B / REVISED 2/23/2011	TYPE 2 PRIVATE FIRE PROTECTION 4", 6" AND 8" DIAMETER CONNECTION	FIGURE 236

BROWARD COUNTY PUBLIC WORKS DEPARTMENT | WATER & WASTEWATER SERVICES, ENGINEERING DIVISION, 2555 WEST COPANS ROAD, POMPANO BEACH, FL 33069, PHONE NO. 954-831-0745, FAX: 954-831-0925 | STANDARD DETAIL



1. MAINTENANCE ACCESS STRUCTURE ADAPTOR COUPLING NEOPRENE BOOT OR APPROVED EQUAL ARE REQUIRED FOR ALL PIPE MATERIAL OR AS APPROVED BY WWS.
2. MAINTENANCE ACCESS STRUCTURE WALLS TO BE SEAL COATED INSIDE AND OUTSIDE WITH 16 MIL. THICKNESS OF COAL TAR EPOXY. THE 1st COAT IS RED AND THE 2nd COAT IS BLACK.
3. LIFT HOLES THROUGH PRECAST SECTIONS PERMITTED PER OSHA REQUIREMENTS.
4. ALL OPENINGS SHALL BE SEALED WITH WATERPROOF EXPANDING GROUT. SEE FIG. 322.
5. A FLOW CHANNEL SHALL BE CONSTRUCTED INSIDE MAINTENANCE ACCESS STRUCTURE TO DIRECT INFLUENT INTO FLOW STREAM.
6. ALL CONCRETE SHALL BE TYPE II CEMENT, MEETING LATEST ASTM REQUIREMENTS AND PROVIDED WITH LABORATORY CERTIFICATION ON PRECAST STRUCTURES.
7. THE CHIMNEY AREA SHALL BE MINIMUM OF 4" AND A MAXIMUM OF 12" IN HEIGHT. A MINIMUM OF 3 CONCRETE GRADE RINGS SHALL BE INSTALLED. SET IN 2 STRIPS OF SEALANT/ADHESIVE COMPOUND ON EACH SEALING FACE.
8. SET MAINTENANCE ACCESS STRUCTURE FRAME ON 2 STRIPS OF SEALANT PLUS A BED OF PORTLAND CEMENT AND SILICA SAND. BRING MORTAR UP OVER FRAME.
9. APPLY MORTAR COATING TO INSIDE AND OUTSIDE OF CHIMNEY. BRING MORTAR UP AND OVER FRAME.

REPLACES FORMER DWG NO.13A / REVISED 3/9/2012	PRECAST MAINTENANCE ACCESS STRUCTURE	312

THOMAS ENGINEERING GROUP
CIVIL ENGINEERS - PROJECT MANAGERS - LAND PLANNING - LANDSCAPE ARCHITECTS
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4950 W. KENNEDY BLVD. SUITE 600, TAMPA, FL 33609, P: 813-379-4100
125 W INDIANTOWN RD. SUITE 206, JUPITER, FL 33458, P: 561-203-7503

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REVISIONS:

REV:	DATE:	COMMENT:	BY:

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DRC SUBMITTAL

PROJECT No.:	F160048
DRAWN BY:	CAD
CHECKED BY:	ROT
DATE:	05-17-19
CAD I.D.:	UTILITY DETAILS

PROJECT:

STIRLING SQUARE NWC OF STIRLING RD. & PHIPPEN WAITERS RD.

FOR

MASTER DEVELOPMENT

DANIA BEACH
FLORIDA

THOMAS ENGINEERING GROUP
6300 NW 31ST AVENUE
FORT LAUDERDALE, FL 33309
PH: (954) 202-7000
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MICHAEL A. TROXELL
PROFESSIONAL ENGINEER
May 17, 2019
FLORIDA LICENSE No. 50572
FLORIDA BUSINESS CERT. OF AUTH. No. 27528

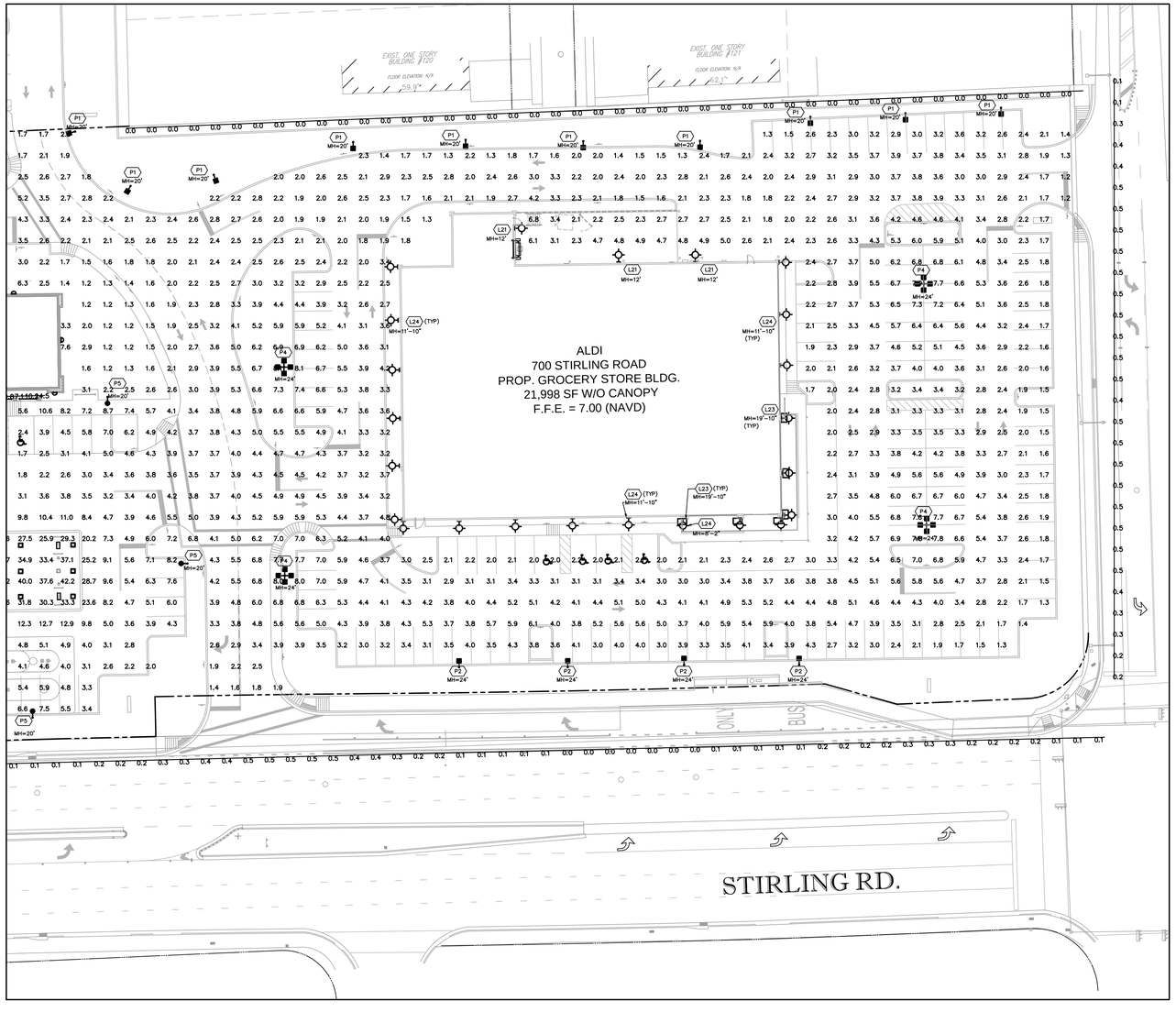
SHEET TITLE:

UTILITY DETAILS

SHEET NUMBER:

SP-15

Printed on Friday, May 17, 2019, 7:39 AM by Mike Troxell
G:\2019\CREIGHTON CONST & DEV\F190007 - 7-11, DANIA BEACH\DWG\2019-03-20 DRC SUBMITTAL\UTILITY DETAILS----->LAYOUT: SP-13 UTILITY DETAILS

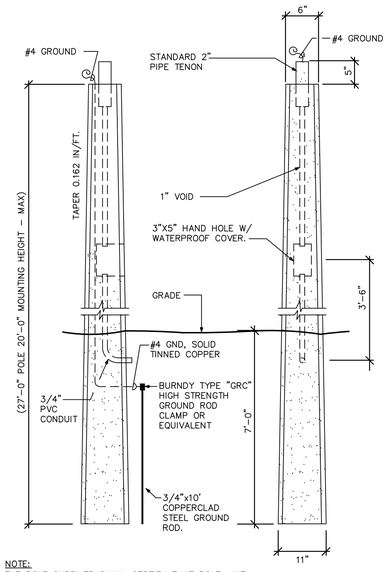


SITE PHOTOMETRIC PLAN

1"=20'-0"

Luminaire Schedule								
Symbol	Label	[MANUFAC]	Description	Qty	Arrangement	Total Lamp Lumens	LLF	Lum. Watts
	L21	Cree Inc	XSPWAx3FC-U	3	SINGLE	N.A.	1.000	42.7
	L23	Cree Inc	AL-42WLED	6	SINGLE	N.A.	0.840	58.9
	L24	PROGRESS	P5642-8230K	20	SINGLE	N.A.	0.840	42
	P1	BEACON PRODUCTS	VP-S-36NB-80-4K-T4-BLC	10	SINGLE	N.A.	0.840	83.8
	P2	Beacon Products	VPL-96L-220-5K7-4W-BC	4	SINGLE	N.A.	0.840	230.6
	P4	Beacon Products	VPL-64L-135-5K7-5W	4	4 @ 90 DEGREES	N.A.	0.840	137.6

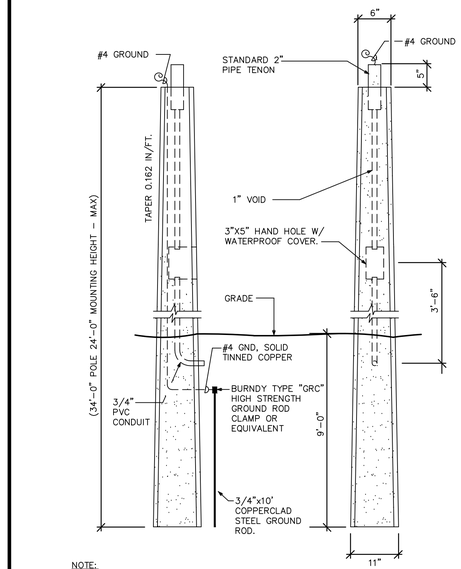
Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
PROPERTY LINE RESIDENTIAL	Illuminance	Fc	0.00	0.0	0.0	N.A.	N.A.
PROPERTY LINE-PHIPPEN WAITER	Illuminance	Fc	0.42	0.5	0.1	4.20	5.00
PROPERTY LINE-STIRLING	Illuminance	Fc	0.14	0.5	0.0	N.A.	N.A.
SITE_Planar	Illuminance	Fc	3.44	8.1	1.1	3.13	7.36



NOTE:
THE POLE SUPPLIER SHALL CERTIFY THAT POLE WITH FIXTURE AS SPECIFIED WILL MEET THE WIND LOAD CRITERIA OF THE 2017 FLORIDA BUILDING CODE, SECTION 1620. PROVIDE SIGNED & SEALED CALCULATIONS BY A REGISTERED FLORIDA ENGINEER

CONCRETE POLE DETAIL

NOT TO SCALE



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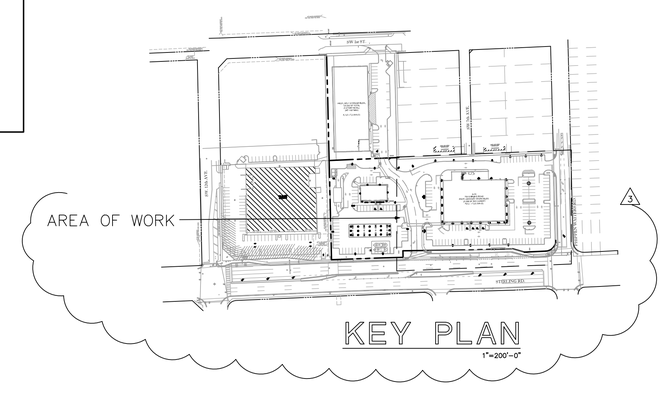
CONCRETE POLE DETAIL

NOT TO SCALE

ANY ACCEPTABLE ALTERNATE/SUBSTITUTE MUST BE APPROVED IN WRITING PRIOR TO BID DATE.
TO CONFIRM THAT THE SPECIFIED PHOTOMETRIC CRITERIA HAS BEEN MET, A COMPUTER DISK CONTAINING THE IES PHOTOMETRIC FILE FOR THE PROPOSED ALTERNATE/SUBSTITUTION MUST BE SUBMITTED TO KAMM CONSULTING ENGINEERS FOR EVALUATION NO LESS THAN 10 DAYS PRIOR TO BID.



2

ENTIRE PLAN REVISED

PERMIT ISSUED	-
CONSTRUCTION ISSUED	-

revision	date
1 SITEPLAN REVISION	12-21-17
2 COORDINATION	5-22-18
3 ADD 7-11 REVISION	2-6-19

1407 West Newport Center Drive
Deerfield Beach, Florida 33442
(954) 570-8884 FAX (954) 570-9220.2201
engineering@kammconsulting.com
Certification of Authorization #6189

KAMM Consulting

2-6-19
date
signed

project title: NWS OF STIRLING ROAD AND PHIPPEN WAITERS ROAD DANIA BEACH, FLORIDA

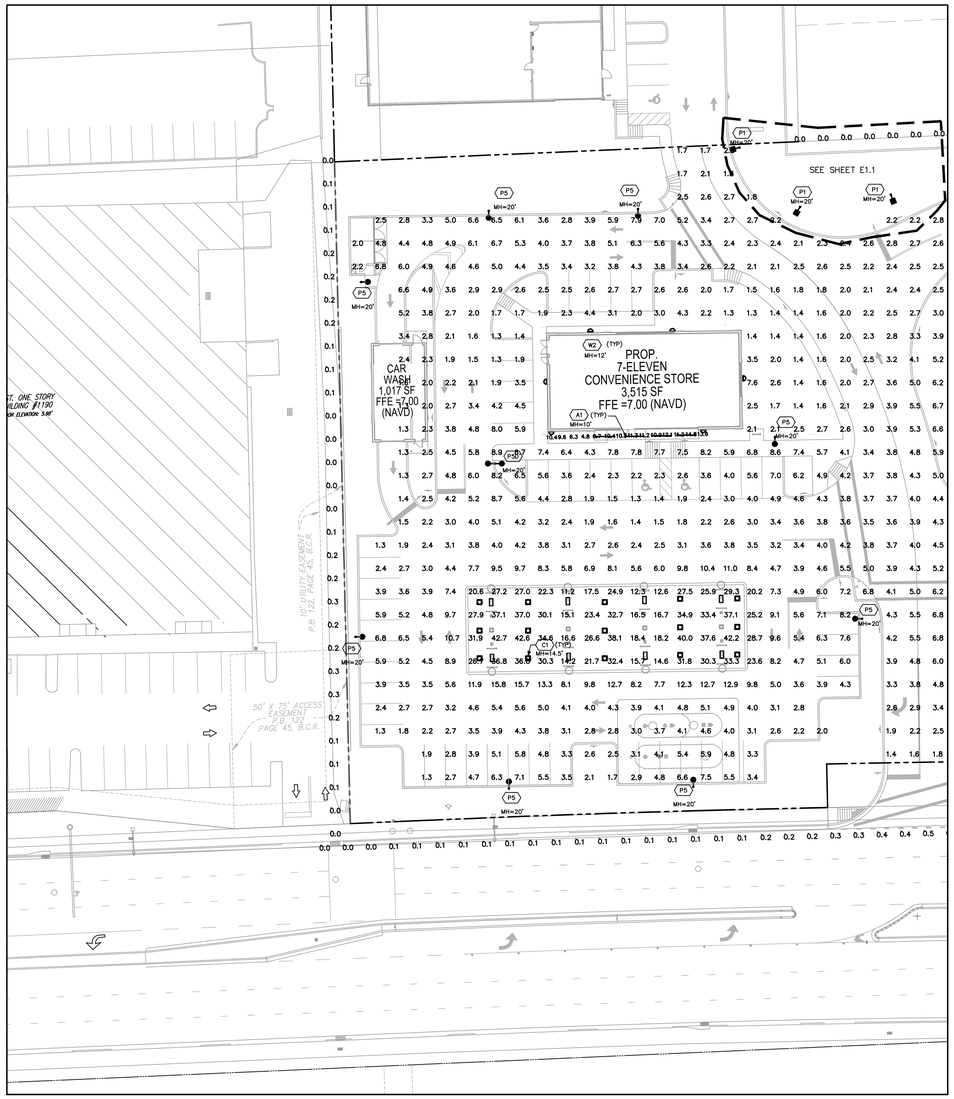
sheet title: SITE PHOTOMETRIC PLAN

projt. no.:	2017-0824
project manager:	GK
checked by:	RAK
scale:	AS NOTED
date:	10/30/17

sheet

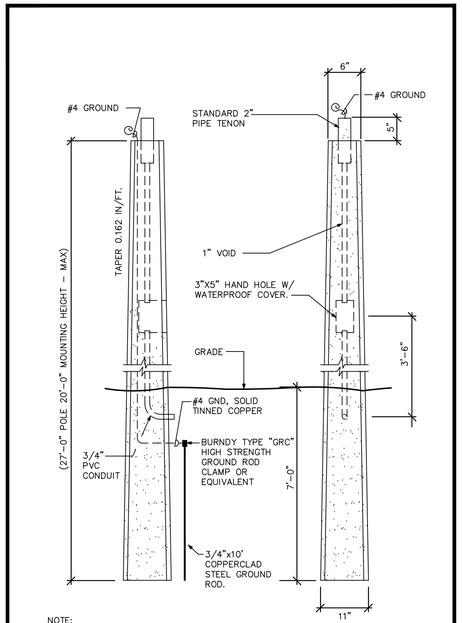
E1.1

project



SITE PHOTOMETRIC PLAN

1"=20'-0"



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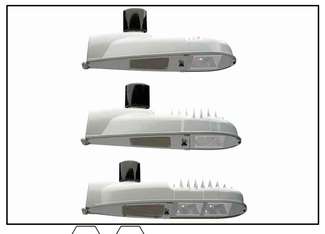
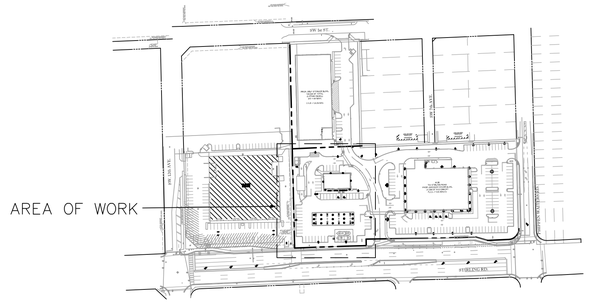


P5 P5D



KEY PLAN

1"=200'-0"

Luminaire Schedule									
Symbol	Label	[MANUFAC]	Description	Qty	Arrangement	Total Lamp Lumens	LLF	Lum. Watts	Total Watts
	A1	GE www.gelightingsol	LED-BATTEN-IES-Files-Batten-4FT-HO-5000K-1	4	SINGLE	1000	0.840	29.7	118.8
	C1	GE LIGHTING SOLUTION	ECBB_C5F550	15	SINGLE	N.A.	0.900	110	1650
	P5	GE LIGHTING SOLUTION	ERLH_15D340 with ELSHS-ERL1-BLCK	8	SINGLE	N.A.	0.840	136	1088
	P5D	GE LIGHTING SOLUTION	ERLH_15D340 with ELSHS-ERL1-BLCK	1	D180	N.A.	0.840	136	272
	W2	GE LIGHTING SOLUTIO	EWLS01_40AF740-120-277V with EWLSAD (Diffuser Acce	6	SINGLE	N.A.	0.840	37	222

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
GENERAL APPROACH	Illuminance	Fc	10.26	14.8	4.8	2.14	3.08
PROPERTY LINE RESIDENTIAL	Illuminance	Fc	0.00	0.0	0.0	N.A.	N.A.
PROPERTY LINE-PHIPPEN WAITER	Illuminance	Fc	0.42	0.5	0.1	N.A.	N.A.
PROPERTY LINE-STIRLING	Illuminance	Fc	0.17	0.5	0.0	N.A.	N.A.
PROPERTY WEST	Illuminance	Fc	0.17	0.5	0.0	N.A.	N.A.
ENTRANCE 1	Illuminance	Fc	4.35	6.0	3.5	1.24	1.71
ENTRANCE 2	Illuminance	Fc	3.79	7.0	2.2	1.72	3.18
GAS CANOPY	Illuminance	Fc	27.36	42.7	11.2	2.44	3.81
PARKING	Illuminance	Fc	3.98	8.9	1.3	3.06	6.85

4
SITEPLAN REVISED
3

NEW SHEET ADDED

PERMIT ISSUED	-
CONSTRUCTION ISSUED	-

	revision	date
2	COORDINATION	5-22-18
3	ADD 7-11 REVISION	2-6-19
4	SITEPLAN RECISION	4-29-19

KAMM Consulting
1407 West Newport Center Drive
Deerfield Beach, Florida 33442
Phone: 954.782.1005 Fax: 954.570.2201
engineering@kammconsulting.com
Certification of Authorization #6189

4-29-19
date
signed

project title: NWS OF STIRLING ROAD AND PHIPPEN WAITERS ROAD DANIA BEACH, FLORIDA

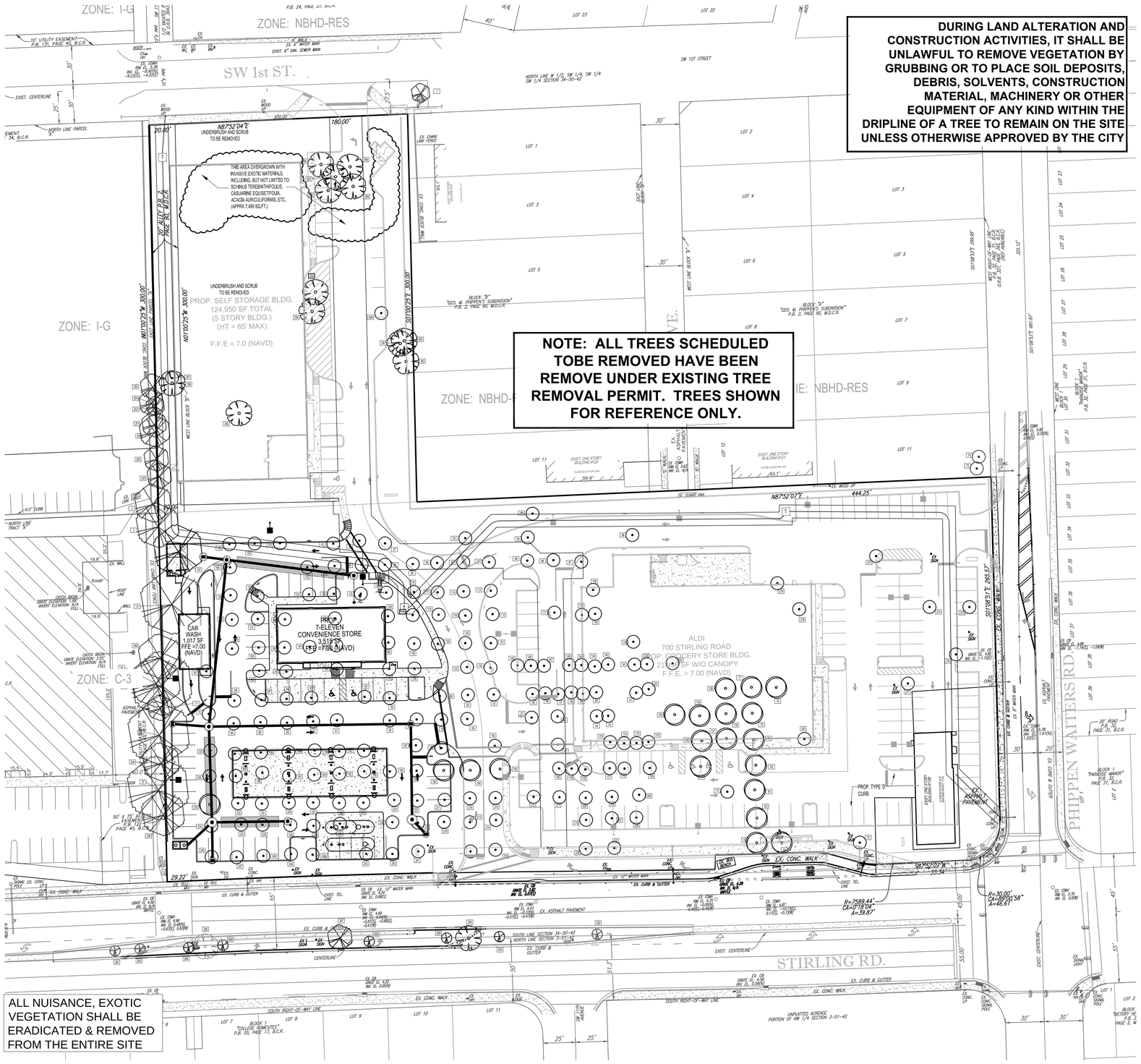
sheet title: SITE PHOTOMETRIC PLAN

projt. no.:	2017-0824
project manager:	GK
checked by:	RAK
scale:	AS NOTED
date:	10/30/17

sheet

E1.2

project



DURING LAND ALTERATION AND CONSTRUCTION ACTIVITIES, IT SHALL BE UNLAWFUL TO REMOVE VEGETATION BY GRUBBING OR TO PLACE SOIL DEPOSITS, DEBRIS, SOLVENTS, CONSTRUCTION MATERIAL, MACHINERY OR OTHER EQUIPMENT OF ANY KIND WITHIN THE DRIPLINE OF A TREE TO REMAIN ON THE SITE UNLESS OTHERWISE APPROVED BY THE CITY

NOTE: ALL TREES SCHEDULED TOBE REMOVED HAVE BEEN REMOVE UNDER EXISTING TREE REMOVAL PERMIT. TREES SHOWN FOR REFERENCE ONLY.

TREE TO REMAIN

TREE TO BE REMOVED

TREE TO BE RELOCATED

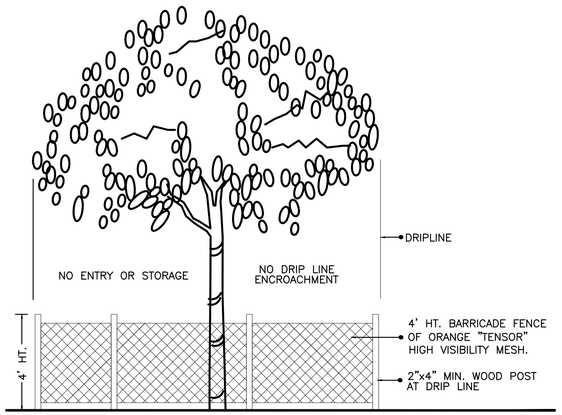
IT IS RECOMMENDED TO HAVE A PRE-CONSTRUCTION MEETING WITH THE URBAN FORESTER PRIOR TO COMMENCEMENT OF ANY LANDSCAPE WORK OR SITE WORK AFFECTING EXISTING TREES.

NOTE: ALL TREES SCHEDULED TO BE REMOVED OR THAT HAVE BEEN PREVIOUSLY REMOVED AND HAVE REMAINING STUMPS, SHALL BE CUT DOWN, STUMP GROUND AND SHALL HAVE ALL ROOTS REMOVED.

UNLESS OTHERWISE NOTED, ALL SHRUBS, GROUNDCOVER, ACCENT PLANT AND SOD NOT DEPICTED ON SUBJECT PARCEL ARE TO BE REMOVED FROM THE SITE.

ALL TRIMMING UNDERTAKEN ON A TREE PROTECTED BY THE PROVISIONS OF THE LAND DEVELOPMENT CODE SHALL BE PRUNED IN ACCORDANCE WITH THE AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI) A-300 PRUNING STANDARDS

ALL TREES TO REMAIN MUST BE PROTECTED BY TREE PROTECTION BARRICADES MEETING THE MINIMUM STANDARDS. PROTECTIVE BARRICADES SHALL REMAIN IN PLACE UNTIL LAND ALTERATION AND CONSTRUCTION ACTIVITIES ARE COMPLETED.



TREE PRESERVATION BARRICADE FENCING DETAIL

N.T.S.

ALL NUISANCE, EXOTIC VEGETATION SHALL BE ERADICATED & REMOVED FROM THE ENTIRE SITE

ALL EXISTING CANOPY TREES TO REMAIN SHALL BE STRUCTURALLY PRUNED BY AN ISA CERTIFIED ARBORIST.

ADA COMPLIANCE NOTE:

ALL PATHWAYS SHALL BE COMPLIANT WITH THE LATEST VERSION OF THE FLORIDA ACCESSIBILITY CODE.

NO TREE REMOVAL ACTIVITIES SHALL TAKE PLACE PRIOR TO SECURING A TREE REMOVAL LICENSE WITH THE CITY OF DANIA BEACH

PLEASE REFER TO SHEET L-2 FOR TREE DISPOSITION CHART AND SHEET L-3 THRU L-5 OR LANDSCAPE PLANTING PLANS.

N W E S

40 20 10 0 40

1"= 40'

THOMAS ENGINEERING GROUP
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PROJECT No.:	F160048
DRAWN BY:	CAD
CHECKED BY:	ROT
DATE:	03-27-2018
CAD I.D.:	TREE DISPOSITION PLAN

PROJECT:

STIRLING SQUARE NWC OF STIRLING RD. & PHIPPEN WAITERS RD.

FOR

MASTER DEVELOPMENT

DANIA BEACH FLORIDA

THOMAS ENGINEERING GROUP
RADICE III
1000 CORPORATE DRIVE, SUITE 250
FORT LAUDERDALE, FL 33334
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MICHAEL D. GROSSWIRTH
STATE OF FLORIDA
LA 6666871
REGISTERED LANDSCAPE ARCHITECT
April 24, 2019
FLORIDA REGISTRATION No. LA6666871
FLORIDA BUSINESS LICENSE No. LC26000427

SHEET TITLE:

TREE DISPOSITION PLAN

SHEET NUMBER:

L-1

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G:\2015\CREIGHTON CONST. & DEV\F160037 - 7-11, DANIA BEACH\DWG\2019-03-20 DRC SUBMITTAL\LANDSCAPE\TREE DISPOSITION PLAN------JLAYOUT: L-1

EXISTING TREE DISPOSITION CHART

STIRLING SQUARE - DANIA BEACH, FL

TREE NO.	BOTANICAL NAME	COMMON NAME	DBH (ins)	SPR (ft)	HT (ft)	CANOPY AREA (sq.ft)	COMMENTS	VALUE	DISPOSITION
1	Quercus virginiana	Live Oak	12	15	25	176.7			REMAIN
2	Acacia acutiformis	Earleaf Acacia	18	30	40	706.9	Adjacent Property		REMAIN
3	Acacia acutiformis	Earleaf Acacia	42	35	40	962.1	Adjacent Property		REMAIN
37	Calophyllum brasiliense	Beautyleaf	10	50	45	1963.5	Adjacent Property		REMAIN
38	Acacia acutiformis	Earleaf Acacia	24	50	45	1963.5	Adjacent Property		REMAIN
39	Acacia acutiformis	Earleaf Acacia	15	50	45	1963.5	Adjacent Property		REMAIN
40	Acacia acutiformis	Earleaf Acacia	15	40	40	1256.6	Adjacent Property		REMAIN
41	Washintonia robusta	Washington Palm	12	15	25	176.7	Nursery Stock		remove
42	Washintonia robusta	Washington Palm	12	10	30	78.5	Nursery Stock		remove
43	Washintonia robusta	Washington Palm	15	12	30	113.1	Nursery Stock		remove
44	Washintonia robusta	Washington Palm	10	15	25	176.7	Nursery Stock		remove
45	Washintonia robusta	Washington Palm	18	10	30	78.5	Nursery Stock		remove
46	Washintonia robusta	Washington Palm	12	20	25	314.2	Nursery Stock		remove
47	Washintonia robusta	Washington Palm	15	10	25	78.5	Nursery Stock		remove
48	Washintonia robusta	Washington Palm	24	10	30	78.5	Nursery Stock		remove
49	Washintonia robusta	Washington Palm	10	12	20	113.1	Nursery Stock		remove
50	Washintonia robusta	Washington Palm	18	13	30	132.7	Nursery Stock		remove
51	Washintonia robusta	Washington Palm	18	12	30	113.1	Nursery Stock		remove
52	Washintonia robusta	Washington Palm	10	15	30	176.7	Nursery Stock		remove
53	Washintonia robusta	Washington Palm	18	10	15	78.5	Nursery Stock		remove
54	Washintonia robusta	Washington Palm	18	10	25	78.5	Nursery Stock		remove
55	Washintonia robusta	Washington Palm	18	10	25	78.5	Nursery Stock		remove
56	Washintonia robusta	Washington Palm	18	10	25	78.5	Nursery Stock		remove
57	Washintonia robusta	Washington Palm	18	20	30	314.2	Nursery Stock		remove
58	Washintonia robusta	Washington Palm	10	10	15	78.5	Nursery Stock		remove
69	Washintonia robusta	Washington Palm	18	15	25	176.7	Nursery Stock		remove
60	Washintonia robusta	Washington Palm	18	15	25	176.7	Nursery Stock		remove
61	Washintonia robusta	Washington Palm	18	15	30	176.7	Nursery Stock		remove
62	Washintonia robusta	Washington Palm	18	15	30	176.7	Nursery Stock		remove
63	Washintonia robusta	Washington Palm	18	15	30	176.7	Nursery Stock		remove
64	Washintonia robusta	Washington Palm	18	15	25	176.7	Nursery Stock		remove
65	Washintonia robusta	Washington Palm	18	10	25	78.5	Nursery Stock		remove
66	Washintonia robusta	Washington Palm	18	20	30	314.2	Nursery Stock		remove
67	Washintonia robusta	Washington Palm	18	10	25	78.5	Nursery Stock		remove
68	Washintonia robusta	Washington Palm	18	15	35	176.7	Nursery Stock		remove
69	Washintonia robusta	Washington Palm	12	10	15	78.5	Nursery Stock		remove
70	Washintonia robusta	Washington Palm	14	15	35	176.7	Nursery Stock		remove
71	Calophyllum brasiliense	Beautyleaf	12	23	35	415.5	Adjacent Property		REMAIN
73	Sabal palmetto	Cabbage Palm	9	7	19	38.5	offsite		REMAIN
74	Sabal palmetto	Cabbage Palm	9	7	19	38.5	offsite		REMAIN
75	Washintonia robusta	Washington Palm	6	9	9	63.6	Nursery Stock		remove
76	Veitchia ssp	Veitchia Palm	6	12	16	113.1	Nursery Stock		remove
77	Veitchia ssp	Veitchia Palm	6	12	16	113.1	Nursery Stock		remove
78	Veitchia ssp	Veitchia Palm	6	9	12	63.6	Nursery Stock		remove
79	Veitchia ssp	Veitchia Palm	6	10	11	78.5	Nursery Stock		remove
80	Veitchia ssp	Veitchia Palm	6	10	11	78.5	Nursery Stock		remove
81	Veitchia ssp	Veitchia Palm	6	10	11	78.5	Nursery Stock		remove
82	Veitchia ssp	Veitchia Palm	6	10	11	78.5	Nursery Stock		remove
83	Veitchia ssp	Veitchia Palm	8	12	15	113.1	Nursery Stock		remove
84	Veitchia ssp	Veitchia Palm	6	5	10	19.6	Nursery Stock		remove
86	Washintonia robusta	Washington Palm	12	15	35	176.7	Nursery Stock		remove
87	Washintonia robusta	Washington Palm	12	12	15	113.1	Nursery Stock		remove
88	Washintonia robusta	Washington Palm	13	14	25	153.9	Nursery Stock		remove
89	Washintonia robusta	Washington Palm	13	14	15	153.9	Nursery Stock		remove
90	Washintonia robusta	Washington Palm	13	14	28	153.9	Nursery Stock		remove
91	Washintonia robusta	Washington Palm	13	14	28	153.9	Nursery Stock		remove
92	Washintonia robusta	Washington Palm	13	14	28	153.9	Nursery Stock		remove
93	Washintonia robusta	Washington Palm	13	14	28	153.9	Nursery Stock		remove
94	Washintonia robusta	Washington Palm	13	14	24	153.9	Nursery Stock		remove
95	Washintonia robusta	Washington Palm	13	14	35	153.9	Nursery Stock		remove
96	Washintonia robusta	Washington Palm	13	14	35	153.9	Nursery Stock		remove
97	Washintonia robusta	Washington Palm	13	14	23	153.9	Nursery Stock		remove
98	Washintonia robusta	Washington Palm	13	14	23	153.9	Nursery Stock		remove
99	Washintonia robusta	Washington Palm	13	14	15	153.9	Nursery Stock		remove
100	Washintonia robusta	Washington Palm	13	14	15	153.9	Nursery Stock		remove
101	Washintonia robusta	Washington Palm	13	14	35	153.9	Nursery Stock		remove
102	Washintonia robusta	Washington Palm	13	14	35	153.9	Nursery Stock		remove
103	Washintonia robusta	Washington Palm	13	14	35	153.9	Nursery Stock		remove
104	Washintonia robusta	Washington Palm	13	14	35	153.9	Nursery Stock		remove
105	Washintonia robusta	Washington Palm	13	14	35	153.9	Nursery Stock		remove
106	Washintonia robusta	Washington Palm	13	14	35	153.9	Nursery Stock		remove
107	Acacia acutiformis	Earleaf Acacia	18	40	35	1256.6		$ -	remove
108	Washintonia robusta	Washington Palm	12	8	10	50.3	Nursery Stock		remove
109	Washintonia robusta	Washington Palm	6	10	8	78.5	Nursery Stock		remove
110	Washintonia robusta	Washington Palm	13	14	25	153.9	Nursery Stock		remove
111	Washintonia robusta	Washington Palm	13	14	22	153.9	Nursery Stock		remove
112	Washintonia robusta	Washington Palm	13	14	29	153.9	Nursery Stock		remove
113	Washintonia robusta	Washington Palm	13	14	35	153.9	Nursery Stock		remove
114	Washintonia robusta	Washington Palm	13	14	24	153.9	Nursery Stock		remove
115	Washintonia robusta	Washington Palm	13	10	12	78.5	Nursery Stock		remove
116	Washintonia robusta	Washington Palm	13	10	17	78.5	Nursery Stock		remove
117	Washintonia robusta	Washington Palm	13	10	25	78.5	Nursery Stock		remove
118	Washintonia robusta	Washington Palm	13	10	25	78.5	Nursery Stock		remove
119	Washintonia robusta	Washington Palm	13	10	13	78.5	Nursery Stock		remove
120	Washintonia robusta	Washington Palm	13	10	13	78.5	Nursery Stock		remove
121	Washintonia robusta	Washington Palm	13	10	13	78.5	Nursery Stock		remove
122	Washintonia robusta	Washington Palm	13	10	26	78.5	Nursery Stock		remove
123	Washintonia robusta	Washington Palm	13	10	26	78.5	Nursery Stock		remove
124	Washintonia robusta	Washington Palm	12	5	6	19.6	Nursery Stock		remove
125	Washintonia robusta	Washington Palm	14	15	30	176.7	Nursery Stock		remove
126	Washintonia robusta	Washington Palm	13	10	8	78.5	Nursery Stock		remove
127	Washintonia robusta	Washington Palm	13	14	24	153.9	Nursery Stock		remove
128	Washintonia robusta	Washington Palm	13	14	13	153.9	Nursery Stock		remove
129	Washintonia robusta	Washington Palm	13	14	13	153.9	Nursery Stock		remove
130	Washintonia robusta	Washington Palm	13	14	13	153.9	Nursery Stock		remove
131	Acacia acutiformis	Earleaf Acacia	24	48	34	1809.6	Adjacent Property		REMAIN
132	Washintonia robusta	Washington Palm	6	10	15	78.5	Nursery Stock		remove
133	Washintonia robusta	Washington Palm	6	10	15	78.5	Nursery Stock		remove
134	Veitchia ssp	Veitchia Palm	6	10	10	78.5	Nursery Stock		remove
135	Veitchia ssp	Veitchia Palm	6	10	12	78.5	Nursery Stock		remove
136	Veitchia ssp	Veitchia Palm	8	10	12	78.5	Nursery Stock		remove
137	Veitchia ssp	Veitchia Palm	8	10	12	78.5	Nursery Stock		remove
138	Veitchia ssp	Veitchia Palm	8	10	10	78.5	Nursery Stock		remove
139	Veitchia ssp	Veitchia Palm	6	10	9	78.5	Nursery Stock		remove
140	Washintonia robusta	Washington Palm	6	5	12	19.6	Nursery Stock		remove
141	Washintonia robusta	Washington Palm	13	8	36	50.3	Nursery Stock		remove
142	Washintonia robusta	Washington Palm	13	8	22	50.3	Nursery Stock		remove
143	Washintonia robusta	Washington Palm	13	10	26	78.5	Nursery Stock		remove
144	Washintonia robusta	Washington Palm	6	10	11	78.5	Nursery Stock		remove
145	Washintonia robusta	Washington Palm	15	12	35	113.1	Nursery Stock		remove
146	Washintonia robusta	Washington Palm	6	10	12	78.5	Nursery Stock		remove
147	Washintonia robusta	Washington Palm	13	14	25	153.9	Nursery Stock		remove
148	Washintonia robusta	Washington Palm	13	14	25	153.9	Nursery Stock		remove
149	Washintonia robusta	Washington Palm	13	14	25	153.9	Nursery Stock		remove
150	Washintonia robusta	Washington Palm	8	14	15	153.9	Nursery Stock		remove
151	Washintonia robusta	Washington Palm	13	14	28	153.9	Nursery Stock		remove
152	Washintonia robusta	Washington Palm	13	14	28	153.9	Nursery Stock		remove
153	Washintonia robusta	Washington Palm	13	14	13	153.9	Nursery Stock		remove
154	Washintonia robusta	Washington Palm	13	15	26	176.7	Nursery Stock		remove
155	Washintonia robusta	Washington Palm	13	15	26	176.7	Nursery Stock		remove
156	Washintonia robusta	Washington Palm	13	15	26	176.7	Nursery Stock		remove
157	Washintonia robusta	Washington Palm	18	14	29	153.9	Nursery Stock		remove
158	Washintonia robusta	Washington Palm	13	12	21	113.1	Nursery Stock		remove
159	Washintonia robusta	Washington Palm	13	12	21	113.1	Nursery Stock		remove
160	Washintonia robusta	Washington Palm	12	5	6	19.6	Nursery Stock		remove
161	Washintonia robusta	Washington Palm	14	13	15	132.7	Nursery Stock		remove
162	Washintonia robusta	Washington Palm	14	13	15	132.7	Nursery Stock		remove
163	Washintonia robusta	Washington Palm	14	13	15	132.7	Nursery Stock		remove
164	Washintonia robusta	Washington Palm	14	13	15	132.7	Nursery Stock		remove
165	Washintonia robusta	Washington Palm	14	13	24	132.7	Nursery Stock		remove
166	Washintonia robusta	Washington Palm	14	13	24	132.7	Nursery Stock		remove
167	Washintonia robusta	Washington Palm	14	13	24	132.7	Nursery Stock		remove
168	Acacia acutiformis	Earleaf Acacia	18	36	40	1017.9	Adjacent Property		REMAIN
169	Washintonia robusta	Washington Palm	9	8	20	50.3	Nursery Stock		remove
170	Washintonia robusta	Washington Palm	7	10	20	78.5	Nursery Stock		remove
171	Veitchia ssp	Veitchia Palm	9	10	20	78.5	Nursery Stock		remove
172	Washintonia robusta	Washington Palm	15	13	26	132.7	Nursery Stock		remove
173	Washintonia robusta	Washington Palm	17	15	30	176.7	Nursery Stock		remove
174	Washintonia robusta	Washington Palm	9	10	19	78.5	Nursery Stock		remove
175	Washintonia robusta	Washington Palm	6	7	13	38.5	Nursery Stock		remove
176	Washintonia robusta	Washington Palm	10	4	6	12.6	Nursery Stock		remove
177	Washintonia robusta	Washington Palm	15	15	22	176.7	Nursery Stock		remove
178	Washintonia robusta	Washington Palm	10	5	6	19.6	Nursery Stock		remove
179	Washintonia robusta	Washington Palm	6	13	20	132.7	Nursery Stock		remove
180	Washintonia robusta	Washington Palm	14	10	16	78.5	Nursery Stock		remove
181	Washintonia robusta	Washington Palm	16	14	25	153.9	Nursery Stock		remove
182	Washintonia robusta	Washington Palm	17	14	25	153.9	Nursery Stock		remove
183	Washintonia robusta	Washington Palm	17	14	25	153.9	Nursery Stock		remove
184	Washintonia robusta	Washington Palm	8	12	17	113.1	Nursery Stock		remove
185	Washintonia robusta	Washington Palm	8	12	17	113.1	Nursery Stock		remove
186	Washintonia robusta	Washington Palm	15	13	23	132.7	Nursery Stock		remove
187	Washintonia robusta	Washington Palm	15	13	35	132.7	Nursery Stock		remove
188	Washintonia robusta	Washington Palm	15	13	24	132.7	Nursery Stock		remove
189	Washintonia robusta	Washington Palm	15	13	24	132.7	Nursery Stock		remove
190	Washintonia robusta	Washington Palm	15	13	16	132.7	Nursery Stock		remove
191	Washintonia robusta	Washington Palm	17	14	26	153.9	Nursery Stock		remove
192	Washintonia robusta	Washington Palm	17	14	30	153.9	Nursery Stock		remove
193	Washintonia robusta	Washington Palm	17	14	24	153.9	Nursery Stock		remove
194	Washintonia robusta	Washington Palm	10	12	13	113.1	Nursery Stock		remove
195	Washintonia robusta	Washington Palm	14	13	23	132.7	Nursery Stock		remove
196	Washintonia robusta	Washington Palm	14	13	29	132.7	Nursery Stock		remove
197	Washintonia robusta	Washington Palm	14	13	29	132.7	Nursery Stock		remove
198	Washintonia robusta	Washington Palm	14	13	29	132.7	Nursery Stock		remove
199	Washintonia robusta	Washington Palm	14	13	19	132.7	Nursery Stock		remove
200	Washintonia robusta	Washington Palm	14	13	30	132.7	Nursery Stock		remove
201	Washintonia robusta	Washington Palm	14	15	30	176.7	Nursery Stock		remove
202	Washintonia robusta	Washington Palm	14	15	23	176.7	Nursery Stock		remove
203	Washintonia robusta	Washington Palm	8	10	7	78.5	Nursery Stock		remove
204	Acacia acutiformis	Earleaf Acacia	24	30	30	706.9	Adjacent Property		REMAIN
205	Washintonia robusta	Washington Palm	10	5	15	19.6	Nursery Stock		remove
206	Washintonia robusta	Washington Palm	14	12	22	113.1	Nursery Stock		remove
207	Washintonia robusta	Washington Palm	14	12	25	113.1	Nursery Stock		remove
208	Washintonia robusta	Washington Palm	14	12	16	113.1	Nursery Stock		remove
209	Washintonia robusta	Washington Palm	14	14	16	153.9	Nursery Stock		remove
210	Washintonia robusta	Washington Palm	15	14	21	153.9	Nursery Stock		remove
211	Washintonia robusta	Washington Palm	15	14	21	153.9	Nursery Stock		remove
212	Washintonia robusta	Washington Palm	15	14	34	153.9	Nursery Stock		remove
213	Washintonia robusta	Washington Palm	15	10	25	78.5	Nursery Stock		remove
214	Washintonia robusta	Washington Palm	13	10	14	78.5	Nursery Stock		remove
215	Washintonia robusta	Washington Palm	13	15	10	176.7	Nursery Stock		remove
216	Washintonia robusta	Washington Palm	16	15	26	176.7	Nursery Stock		remove
217	Washintonia robusta	Washington Palm	16	15	30	176.7	Nursery Stock		remove
218	Washintonia robusta	Washington Palm	16	15	15	176.7	Nursery Stock		remove
219	Washintonia robusta	Washington Palm	16	12	24	113.1	Nursery Stock		remove
220	Washintonia robusta	Washington Palm	15	12	30	113.1	Nursery Stock		remove
221	Washintonia robusta	Washington Palm	16	12	25	113.1	Nursery Stock		remove
222	Washintonia robusta	Washington Palm	16	12	25	113.1	Nursery Stock		remove
223	Washintonia robusta	Washington Palm	16	12	25	113.1	Nursery Stock		remove
224	Washintonia robusta	Washington Palm	16	10	33	78.5	Nursery Stock		remove
225	Washintonia robusta	Washington Palm	15	10	24	78.5	Nursery Stock		remove
226	Washintonia robusta	Washington Palm	15	10	22	78.5	Nursery Stock		remove
227	Washintonia robusta	Washington Palm	15	10	22	78.5	Nursery Stock		remove
228	Washintonia robusta	Washington Palm	15	10	22	78.5	Nursery Stock		remove
229	Washintonia robusta	Washington Palm	15	10	24	78.5	Nursery Stock		remove
230	Washintonia robusta	Washington Palm	15	10	24	78.5	Nursery Stock		remove
231	Washintonia robusta	Washington Palm	15	10	24	78.5	Nursery Stock		remove
232	Washintonia robusta	Washington Palm	15	10	24	78.5	Nursery Stock		remove
233	Washintonia robusta	Washington Palm	15	10	24	78.5	Nursery Stock		remove
234	Washintonia robusta	Washington Palm	15	10	24	78.5	Nursery Stock		remove
235	Veitchia ssp	Veitchia Palm	12	14	20	153.9	Nursery Stock		remove
236	Acacia acutiformis	Earleaf Acacia	24	35	40	962.1	Adjacent Property		REMAIN
237	Washintonia robusta	Washington Palm	14	15	32	176.7	Nursery Stock		remove
238	Washintonia robusta	Washington Palm	14	15	22	176.7	Nursery Stock		remove
239	Washintonia robusta	Washington Palm	16	13	21	132.7	Nursery Stock		remove
240	Washintonia robusta	Washington Palm	16	13	21	132.7	Nursery Stock		remove
241	Washintonia robusta	Washington Palm	17	13	24	132.7	Nursery Stock		remove
242	Washintonia robusta	Washington Palm	17	13	20	132.7	Nursery Stock		remove
243	Washintonia robusta	Washington Palm	17	13	23	132.7	Nursery Stock		remove
244	Washintonia robusta	Washington Palm	14	10	19	78.5	Nursery Stock		remove
245	Washintonia robusta	Washington Palm	14	10	26	78.5	Nursery Stock		remove
246	Washintonia robusta	Washington Palm	14	10	23	78.5	Nursery Stock		remove
247	Washintonia robusta	Washington Palm	14	10	25	78.5	Nursery Stock		remove
248	Washintonia robusta	Washington Palm	14	10	27	78.5	Nursery Stock		remove
249	Tamarindus indica	Tamarind	8	20	35	314.2			REMAIN
250	Tamarindus indica	Tamarind	6	20	35	314.2			REMAIN
252	Tamarindus indica	Tamarind	18	24	36	452.4			REMAIN
252	Quercus virginiana	Live Oak	18	24	36	452.4			REMAIN
253	Tamarindus indica	Tamarind	6	15	24	176.7			REMAIN
254	Quercus virginiana	Live Oak	12	22	40	380.1			REMAIN
255	Tamarindus indica	Tamarind	8	20	27	314.2			REMAIN
256	Roystonea elata	Royal Palm	18	25	50	490.9		$ 506.25	remove
257	Sabal palmetto	Cabbage Palm	6	6	21	28.3		$ 270.00	remove
258	Roystonea elata	Royal Palm	18	25	55	490.9		$ 506.25	remove
259	Roystonea elata	Royal Palm	18	25	63	490.9		$ 506.25	remove
260	Roystonea elata	Royal Palm	16	20	30	314.2		$ 506.25	remove
261	Roystonea elata	Royal Palm	18	20	45	314.2		$ 506.25	remove
262	Roystonea elata	Royal Palm	18	20	45	314.2		$ 506.25	remove
263	Roystonea elata	Royal Palm	18	20	40	314.2		$ 506.25	remove
264	Sabal palmetto	Cabbage Palm	18	25	35	490.9		$ 270.00	remove
265	Roystonea elata	Royal Palm	18	25	70	490.9		$ 506.25	remove
266	Roystonea elata	Royal Palm	18	25	70	490.9		$ 506.25	remove
267	Roystonea elata	Royal Palm	18	28	75	615.8		$ 506.25	remove
268	Roystonea elata	Royal Palm	18	28	72	615.8		$ 506.25	remove
269	Roystonea elata	Royal Palm	18	24	68	452.4		$ 506.25	remove
273	Veitchia ssp	Veitchia Palm	8	5	9	19.6	Nursery Stock		remove
274	Veitchia ssp	Veitchia Palm	5	5	9	19.6	Nursery Stock		remove
275	Veitchia ssp	Veitchia Palm	6	6	12	28.3	Nursery Stock		remove
276	Syagrus romanzoffianum	Queen Palm	12	10	15	78.5	Nursery Stock		remove
277	Washintonia robusta	Washington Palm	6	5	6	19.6	Nursery Stock		remove
278	Washintonia robusta	Washington Palm	12	18	10	254.5	Nursery Stock		remove
279	Washintonia robusta	Washington Palm	12	9	10	63.6	Nursery Stock		remove
280	Washintonia robusta	Washington Palm	12	10	25	78.5	Nursery Stock		remove
281	Washintonia robusta	Washington Palm	6	10	10	78.5	Nursery Stock		remove
282	Bursera simaruba	Gumbo Limbo	6	20	20	314.2	Median Tree		REMAIN
283	Bursera simaruba	Gumbo Limbo	6	20	20	314.2	Median Tree		REMAIN
284	Conocarpus e sericeus	Silver Buttonwood	4	15	15	176.7	Median Tree		remove
285	Roystonea elata	Royal Palm	16	20	30	314.2	Median Tree		Relocate
286	Conocarpus e sericeus	Silver Buttonwood	4	15	15	176.7	Median Tree		remove
287	Swietena Mahogani	West Indies Mahogany	8	20	20	314.2	Median Tree		remove
288	Conocarpus e sericeus	Silver Buttonwood	4	15	15	176.7	Median Tree		remove
289	Quercus virginiana	Live Oak	2	5	10	19.6	Median Tree		remove
290	Roystonea elata	Royal Palm	16	20	30	314.2	Median Tree		remove
291	Quercus virginiana	Live Oak	2	5	10	19.6	Median Tree		remove
292	Laegerstromia indica	Crepe Myrtle	2	15	15	176.7	Median Tree		REMAIN

MITIGATION REQUIRED*:

Total SF Qualified Canopy on Site:		23479.5
SF Qulaified Canopy to be Removed:		4755.6
SF Replacement Canopy Required (Canopy Removed x 1.5):		7133.4
TOTAL REPLACEMENT VALUE:	$	3,577.50
Invasive Exotic Canopy:		7489.0
SF Replacement Cat 1 Invaseive Canopy (Canopy Removed x 1.5 x .25):		2808.38
TOTAL MITIGATION @ $1.00/SQ.FT. UNMITIGATED CANOPY (CAT I INVASIVE EXOTICS):	$	2,808.38
TOTAL MITIGATION CONTIBUTION TO CITY TREE FUND	$	6,385.88

GENERAL NOTES:

1. PLANT MATERIAL: All plant material shall be Florida #1 or better as established by "Grades and Standards for Nursery Plants" of the state of Florida, Department of Agriculture.

2. All trees, shrubs and groundcovers shall be of the sizes as specified in the Plant List.

3. Quantities listed on the the Plant List are for estimating purposes. Contractor shall verify all quantities. Mulch, topsoil, fertilizer, etc. shall be included in the unit cost of the plants.

4. Where there is a discrepancy either in quantities, plant names, sizes or specifications between the plan or plant list, the plan takes precedence.

5. All planting beds and water basins for trees shall be covered with a 3" minimum depth of shredded eucalyptus or florimulch grade 'B' or better.

6. The Planting Plan shall be installed in compliance with all existing codes and applicable deed restrictions.

7. SOD: All areas not used for buildings, vehicular use areas, walks or planting beds shall be grassed. Grassing shall extend to any abutting street pavement edge and to the mean waterline of any abutting canal, lake or waterway.

8. PLANTING SOIL: All trees and shrubs shall be planted with a minimum of 12" topsoil around and beneath the rootball. Minimum topsoil shall be 6" for groundcover areas and 2" for sodded grass areas.

9. Planting soil to be a weed-free mixture of 50% sand, 40% muck, and 10% Canadian peat. All plant material to receive planting soil as per details.

10. Contractor is responsible for determining all utility locations and installing facilities so as to not conflict. All damage to existing utilities or improvements caused by Contractor shall be repaired at no additional cost to the Owner.

11. Contractor to notify "Sunshine State One Call of Florida, Inc." at 1-800-432-4770 Two Full Business Days prior to digging for underground utility locations.

12. Contractor shall be responsible for providing final grading of all associated planting areas.

13. After final grade, area to be raked to 6" depth and all rock and foreign inorganic materials removed and disposed of properly off-site.

14. All planting holes to be hand dug except where machine dug holes will not adversely affect or damage utilities or improvements (see note 8).

15. No plunging of any tree or palm will be accepted. All plants to be planted at the nursery grade or slightly higher.

16. Contractor shall stake & guy all trees and palms at time of planting as per the appropriate detail. Contractor is responsible for the maintenance and/or repair of all staking and guying during warranty period and removal & disposal of staking after establishment period.

17. Fertilizer for grass areas shall be NPK 16-4-8 @ 12.5 lbs/1000 s.f. or 545 lbs/acre. Nitrogen 50% slow release form & fertilizer to include secondary micronutrients.

18. SUBSTITUTIONS AND CHANGES: All substitutions and changes shall be approved in writing prior to installation. Any discrepancies between plans, site and specifications shall be brought to the immediate attention of the Landscape Architect, the owner and governing municipality.

19. WATERING: All plant material shall be watered in at time of planting in accordance with standard nursery practices. In addition, Contractor will continue watering of plant material until substantial completion and as needed thereafter for a period of 2 months.

20. All new plant material shall be guaranteed for 1 year from time of final acceptance of project. Any plant material not in a healthy growing condition will be replaced by the Contractor at no additional cost to the Owner within 10 days of notification. For all replacement plant material, the warranty period shall be extended an additional 45 days beyond the original warranty period. All trees that lean or are blown over, caused by winds less than 75 mph, will be re-set and braced by the Contractor at no additional cost to the Owner.

21. The successful bidder shall furnish to the Owner a unit price breakdown for all materials. The Owner may, at its discretion, add or delete from the materials utilizing the unit price breakdown submitted.

22. No plant material will be accepted showing evidence of cable, chain marks, equipment scars, or otherwise damaged.

23. Plant material will not be accepted when the ball of earth surrounding its roots has been cracked, broken or otherwise damaged.

24. Root-prune all trees a minimum of (8) weeks prior to planting.

25. All landscaped areas will be irrigated by an underground, automatic, rust-free irrigation system providing 100% coverage and 100% spray overlap. The system shall be maintained in good working order and designed to minimize water on impervious services and not overspray walkways. A rain sensor device shall be installed to override the irrigation cycle of the system when adequate rainfall has occurred.

26. All plant material planted within the sight distance triangle areas (see plan) shall provide unobstructed cross-visibility at a horizontal level between 30 inches and 8 feet above adjacent street grade.

27. No canopy trees shall be planted within 12 feet of a light pole. No palm species shall be planted within 6 feet of a light pole.

28. Ground cover plantings shall provide not less than 50 percent coverage immediately upon planting and 100 percent coverage within 6 months after planting.

29. Tree protection barricades shall be provided by Landscape Contractor around existing trees that may be impacted by the proposed construction. Prior to any construction a tree protection barricade inspection shall be conducted by the landscape architect, owner or governing municipality. Refer to landscape detail for tree preservation barricade fencing.

30. In all pedestrian areas, all trees and palms shall be maintained to allow for clear passage at an 8 foot clear trunk.

31. All landscape material shall be setback a minimum of 10' from any Fire Hydrant.

Printed on Wednesday, April 24, 2019, 8:58 AM by Mike Troxell
G:\2019\CREIGHTON CONST & DEV\F190007 – 7-11, DANIA BEACH\DWG\2019-03-20 DRC SUBMITTAL\LANDSCAPE\TREE DISPOSITION PLAN----->LAYOUT: L-2

THOMAS ENGINEERING GROUP
CIVIL ENGINEERS - PROJECT MANAGERS - LAND PLANNING - LANDSCAPE ARCHITECTS
1000 CORPORATE DR. SUITE 250 FT. LAUDERDALE, FL 33334 P: 954-202-7000
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REVISIONS:

REV:	DATE:	COMMENT:	BY:

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PERMIT SET

PROJECT No.: F160048
DRAWN BY: CAD
CHECKED BY: ROT
DATE: 03-27-2018
CAD I.D.: TREE DISPOSITION PLAN

PROJECT:

STIRLING SQUARE NWC OF STIRLING RD. & PHIPPEN WAITERS RD.

FOR

MASTER DEVELOPMENT

DANIA BEACH
FLORIDA

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MICHAEL D. GROSSWIRTH
REGISTERED LANDSCAPE ARCHITECT
FLORIDA LICENSE No. 6666871
FLORIDA BUSINESS CERT. OF AUTH. No. 27528
April 24, 2019

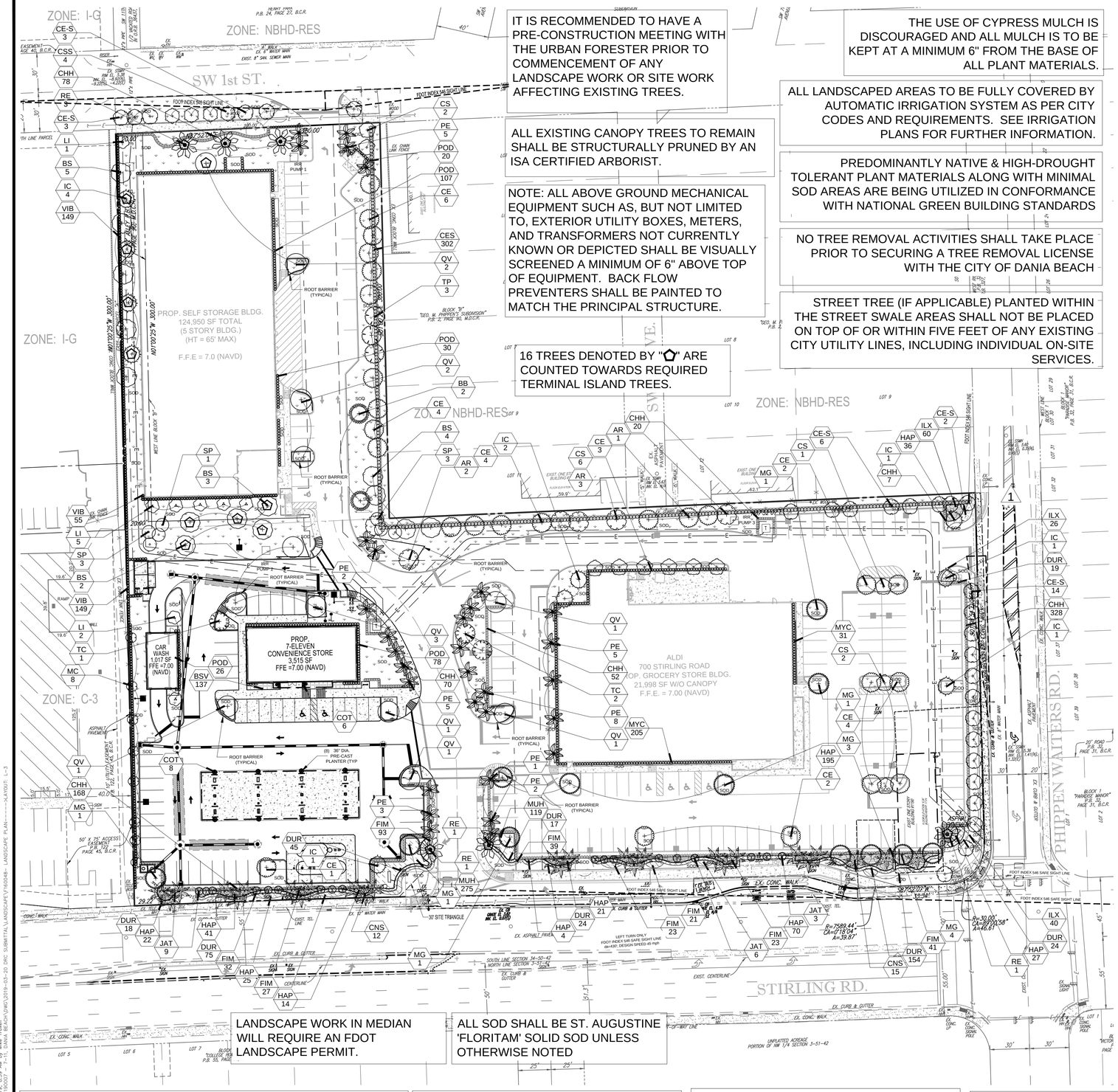
SHEET TITLE:

TREE DISPOSITION CHARTS

SHEET NUMBER:

L-2

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MICHAEL D. GROSSWIRTH, LA6666871 ON 2019-03-15



IT IS RECOMMENDED TO HAVE A PRE-CONSTRUCTION MEETING WITH THE URBAN FORESTER PRIOR TO COMMENCEMENT OF ANY LANDSCAPE WORK OR SITE WORK AFFECTING EXISTING TREES.

ALL EXISTING CANOPY TREES TO REMAIN SHALL BE STRUCTURALLY PRUNED BY AN ISA CERTIFIED ARBORIST.

NOTE: ALL ABOVE GROUND MECHANICAL EQUIPMENT SUCH AS, BUT NOT LIMITED TO, EXTERIOR UTILITY BOXES, METERS, AND TRANSFORMERS NOT CURRENTLY KNOWN OR DEPICTED SHALL BE VISUALLY SCREENED A MINIMUM OF 6" ABOVE TOP OF EQUIPMENT. BACK FLOW PREVENTERS SHALL BE PAINTED TO MATCH THE PRINCIPAL STRUCTURE.

16 TREES DENOTED BY "⬠" ARE COUNTED TOWARDS REQUIRED TERMINAL ISLAND TREES.

THE USE OF CYPRESS MULCH IS DISCOURAGED AND ALL MULCH IS TO BE KEPT AT A MINIMUM 6" FROM THE BASE OF ALL PLANT MATERIALS.

ALL LANDSCAPED AREAS TO BE FULLY COVERED BY AUTOMATIC IRRIGATION SYSTEM AS PER CITY CODES AND REQUIREMENTS. SEE IRRIGATION PLANS FOR FURTHER INFORMATION.

PREDOMINANTLY NATIVE & HIGH-DROUGHT TOLERANT PLANT MATERIALS ALONG WITH MINIMAL SOD AREAS ARE BEING UTILIZED IN CONFORMANCE WITH NATIONAL GREEN BUILDING STANDARDS

NO TREE REMOVAL ACTIVITIES SHALL TAKE PLACE PRIOR TO SECURING A TREE REMOVAL LICENSE WITH THE CITY OF DANIA BEACH

STREET TREE (IF APPLICABLE) PLANTED WITHIN THE STREET SWALE AREAS SHALL NOT BE PLACED ON TOP OF OR WITHIN FIVE FEET OF ANY EXISTING CITY UTILITY LINES, INCLUDING INDIVIDUAL ON-SITE SERVICES.

LANDSCAPE WORK IN MEDIAN WILL REQUIRE AN FDOT LANDSCAPE PERMIT.

ALL SOD SHALL BE ST. AUGUSTINE 'FLORITAM' SOLID SOD UNLESS OTHERWISE NOTED

NOTE: ALL EXISTING SOIL WITHIN LANDSCAPE AREAS ADJACENT TO VEHICULAR USE AREAS IS REQUIRED TO BE REMOVED, INSPECTED AND THEN REPLACED WITH A 60/40 MIX OF SAND TO TOPSOIL.

PLEASE REFER TO SHEET L-4 FOR CODE REQUIREMENTS CHART AND PLANTING DETAILS; SHEET L-5 FOR LANDSCAPE GENERAL NOTES, AND; SHEETS L-1 AND L-2 FOR TREE DISPOSITION PLANS.

POLES AND TIES ARE TO BE REMOVED PRIOR TO PLANTING. TREES ARE TO BE ABLE TO STAND WITHOUT SUPPORT. THOSE THAT CANNOT STAND UPRIGHT ALONE WILL BE REJECTED.

THE USE OF SISAL STRAPPING/ROPE IS REQUIRED TO BE INCORPORATED AROUND THE TREE WHEN WELLINGTON TAPE IS USED TO STABILIZE THE PLANTING.

ALL COMPACTED SOIL, ROAD ROCK AND EXCESS DEBRIS SHALL BE REMOVED AND A 24" LAYER OF SOIL FAVORABLE TO TREE AND SHRUB GROWTH AND SUSTAINABILITY EXISTS OVER ALL PLANTING AREAS. SOIL COMPOSITION SHOULD CONTAIN 2-4% OR ORGANIC MATTER WITH REMOVAL OF ANY LARGE ROCKS OR DEBRIS, LARGE THAN A LEMON.

PLANT SCHEDULE 7-11

TREES	CODE	QTY	COMMON NAME	BOTANICAL NAME	SPECIFICATIONS	CAL/DBH	HEIGHT	SPREAD	NATIVE	XERIC	REMARKS
	AR	6	Red Maple	Acer rubrum	B & B	3" DBH	14` Ht	4`-5`	Yes	Medium	4` CT
	BB	2	Hong Kong Orchid Tree	Bauhinia x blakeana	B & B	2.5" DBH	14` Ht	4`-5`	No	Medium	
	BS	14	Gumbo Limbo	Bursera simaruba	B & B	3" DBH	14` Ht	5-6`	Yes	High	4` CT
	CE	26	Green Buttonwood	Conocarpus erectus	B & B	3" DBH	14` Ht	6`	Yes	High	4` CT
	CS	11	Orange Geiger Tree	Cordia sebestena	65 gal	2"Cal	10` Ht	5`	Yes	High	4` CT
	IC	10	Dahoon Holly	Ilex cassine	B & B	3" DBH	14` Ht	5`	Yes	High	4` CT
	LI	8	Crape Myrtle	Lagerstroemia indica `Tuskegee`	25 gal	2"Cal	10` Ht	5`	No	High	4` CT
	MC	8	Wax Myrtle	Myrica cerifera	25 gal	1.5"Cal	8` Ht	3-4`	Yes	High	3` CT
	MG	12	Magnolia "Blanchard"	Magnolia grandiflora	B & B	3" DBH	14` Ht	4`-5`	Yes	High	6` CT
	QV	12	Southern Live Oak	Quercus virginiana	B & B	3" DBH	14` Ht	5-6`	Yes	High	4.5` CT
	TC	3	Yellow Trumpet Tree	Tabebuia caraiba	B & B	3"Cal	16` Ht	5-6`	No	High	4` CT
	TP	3	Pink Tabebuia	Tabebuia pallida	B & B	3"	16` Ht	5-6`	No	High	6` CT
PALM TREES	CODE	QTY	COMMON NAME	BOTANICAL NAME	SPECIFICATIONS	CAL/DBH	HEIGHT	SPREAD	NATIVE	XERIC	REMARKS
	PE	31	Alexander Palm	Ptychosperma elegans	25 gal		18` ht.	12`	No	Medium	single trnk, MATCHED
	RE	6	Florida Royal Palm	Roystonea elata	B & B		20` gw	20`	Yes	High	
	SP	7	Cabbage Palmetto	Sabal palmetto	B & B		14 - 18` ct staggered	10`	Yes	High	
STREET TREES	CODE	QTY	COMMON NAME	BOTANICAL NAME	SPECIFICATIONS	CAL/DBH	HEIGHT	SPREAD	NATIVE	XERIC	REMARKS
	CE-S	28	Silver Button Wood	Conocarpus erectus sericeus	25 gal	2.5"Cal	12` Ht	4-5`	Yes	High	4` CT
	CNS	27	Coconut Palm	Cocos nucifera `Green Malayan`	B & B		8-12` ct stagger	14-15`	No	Medium	
	CSS	4	Orange Geiger Tree	Cordia sebestena	25 gal	2.5"Cal	12` Ht	5`	Yes	High	4` CT
SHRUBS	CODE	QTY	COMMON NAME	BOTANICAL NAME	SPECIFICATIONS	SPACING	HEIGHT	SPREAD	NATIVE	XERIC	REMARKS
	CES	302	Silver Button Wood	Conocarpus erectus sericeus	NA	30"	30"	24"	Yes	High	full to base
	CHH	723	Red Tip Cocoplum	Chrysobalanus icaco `Red Tip`	NA	24"	24"	24"	Yes	High	Full to base
	COT	14	Black Magic Ti Plant	Cordyline terminalis `Black Magic`	7 gal	As Shown	30"	24"	No	Medium	3 ppp
	JAT	18	Peregrina Jatropha	Jatropha integerrima	15 gal	As Shown	5-6` Ht	3-4`	No	High	3` CT, Full
	MYC	236	Wax Myrtle	Myrica cerifera	-	24"	36"	24"	Yes	High	full to base
	POD	261	Shrubby Yew	Podocarpus macrophyllus maki	NA	24"	36"	24"	No	Medium	full to base
	VIB	353	Sandankwa Viburnum	`Viburnum suspensum	-	24"	24"	24"	No	High	Full to base
SHRUB AREAS	CODE	QTY	COMMON NAME	BOTANICAL NAME	SPECIFICATIONS	SPACING	HEIGHT	SPREAD	NATIVE	XERIC	REMARKS
	DUR	376	Sky Flower	Duranta repens `Dwarf Golden`	-	24"	16-18"	16-18"	Yes	High	Full
	HAP	455	Dwarf Fire Bush	Hamelia patens `compacta`	-	24"	18-24"	18-24"	No	High	Full to base
	MUH	394	Pink Muhly Grass	Muhlenbergia capillaris	-	18"	14-16"	14-16"	Yes	High	
GROUND COVERS	CODE	QTY	COMMON NAME	BOTANICAL NAME	SPECIFICATIONS	SPACING	HEIGHT	SPREAD	NATIVE	XERIC	REMARKS
	BSV	137	American Boxwood	Buxus sempervirens	n/a	18"	10-12"	8-10"	No	Medium	
	FIM	299	Green Island Ficus	Ficus microcarpa `Green Island`	n/a	18"	14-16"	14-16"	No	Medium	
	ILX	126	Dwarf Schillings Holly	Ilex vomitoria `Schillings Dwarf`	n/a	16"	14-16"	14-16"	Yes	High	
SOD/SEED	CODE	QTY	COMMON NAME	BOTANICAL NAME	SPECIFICATIONS	SPACING	HEIGHT	SPREAD	NATIVE	XERIC	REMARKS
	SOD	51,509 sf	Floritam St. Augustine Sod	Stenotaphrum secundatum `Floritam`	sod				No	Medium	

N
W E
S

40 20 10 0 40

1"= 40'

THOMAS ENGINEERING GROUP
CIVIL ENGINEERS - PROJECT MANAGERS - LAND PLANNING - LANDSCAPE ARCHITECTS
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4950 W. KENNEDY BLVD. SUITE 600 TAMPA, FL 33609 P: 813-379-4100
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REV:	DATE:	COMMENT:	BY:
1	11/19/2018	O/H POWER LINES	MDG

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PERMIT SET

PROJECT No.: F160048
DRAWN BY: CAD
CHECKED BY: ROT
DATE: 03-27-2018
CAD I.D.: F160048- LANDSCAPE PLAN

PROJECT:

STIRLING SQUARE NWC OF STIRLING RD. & PHIPPEN WAITERS RD.

FOR

MASTER DEVELOPMENT

DANIA BEACH
FLORIDA

THOMAS ENGINEERING GROUP
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1000 CORPORATE DRIVE, SUITE 250
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MICHAEL D. GROSSWIRTH
LA 6666871
REGISTERED LANDSCAPE ARCHITECT
April 24, 2019
LICENSE No. 6666871
FLORIDA BUSINESS LICENSE No. 27528

SHEET TITLE:

LANDSCAPE PLAN

SHEET NUMBER:

L-3

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MICHAEL D. GROSSWIRTH, LA6666871 ON 2019-03-15

Printed on Wednesday, April 24, 2019, 8:59 AM by Mike Troxell
G:\2015\CREIGHTON CONST. & DEV\F150027 - 7-11, DANIA BEACH\DWG\2019-03-20 DRC SUBMITTAL\LANDSCAPE\F160048- LANDSCAPE PLAN------LAYOUT: L-3

CITY OF DANIA BEACH, FLORIDA - LANDSCAPE CODE COMPLIANCE CHART

Dania Beach Land Development Regulations

Sec. 275-190: PLANT MATERIAL REQUIREMENTS
I.(1) Plant materials shall be Florida No. 1 or better
I.(8) Existing native vegetation/plant communities shall be protected

Palms: 6' gw; Max. 20% of Total Trees Required; 3:1 for palms≤12" dbh, 2:1 palms ≥12" dbh
Shade Trees: 14' ht., 2" dbh, 4.5' ct; Intermediate & Small trees separate requirements
Shrubs: 2' ht Min. @ planting

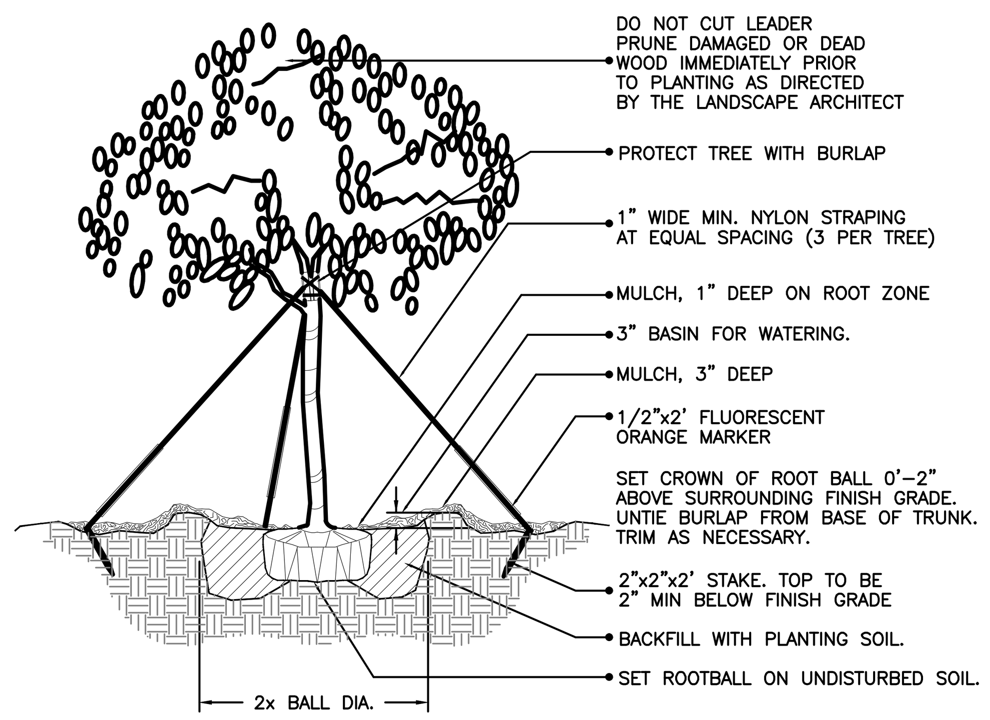
Sec. 275-60: 50% Min. all vegetation native to S. Florida

Requirement	Calculation	REQUIRED	PROVIDED
Sec. 307-20.2.A: STREETSCAPING Whenever a building is constructed the lot is required to install street trees; default: Live Oaks on trafficways spaced thirty (30) feet on center	*Sterling Road* (per CRA Criteria)	CRA Criteria	**Provided (See Sheet L-3)**
	Phippen Road (312.7'/20 = 16 Trees)	16 Trees (Powerlines)	**16 Trees**
	SW 1st Street 200'/20 - 10 Trees	10 Trees (Powerlines)	**10Trees**
Sec. 275-100: INTERIOR VUA **B.** 20% of the total VUA (nic buffers) shall be areas devoted to VUA landscaping	*(110,550 sf nic loading * 20%)*	22,100 SF	**57,112 SF**
C. Each intermediate LS peninsulas shall have a min. (2) Cat. 2 or 3 Trees, or a min. of (1) Cat. 1 Tree (if 10' wide)	*(7 Islands)*	(7) Cat 1 Ttrees/(1) Cat 2 or 3 Tree	**(7) Cat 1 Trees/(1) Cat 3 Tree**
D. Terminal LS peninsulas shall be 10' wide… & contain a min. of (2) Cat. 1 Trees	*(16 terminal LS peninsulas)*	(32) Cat. 1 Trees	**16 Cat 1 Trees**
Sec. 275-130: NON-VUA PERIMETER B.: Abutting trafficways provide 15' landscape buffer C.: 10' landscape buffer, or 5' if allowed; Continuous hedge; 1 Tree / 30 lf *NORTH & EAST:* 744.2 lf (Adj to residential - double staggered row on both sides of wall @ 40' oc.)		38 Trees	**38 Trees**
WEST : (585 lf)	(585/30)	20 Trees	**20 Trees**** **(incl 10 Existing)**
Sec. 275-140: NON-VUA INTERIOR LANDSCAPING C. ≤30% Site Nonvehicular Open Space: 1 Tree and 10 Shrubs per 2,000 s.f.	*(107,768.4 s.f./2000)*	54 TREES 520 SHRUBS	**70 TREES*** **EXCEEDS**
Sec. 825-100: Mitigation: *Canopy Removed ≤ 1.5x Canopy Replaced (New developments)*		7,133.4 sq.ft.	**0 sq.ft.**
Invasive Exotic Canopy Removed x 1.5 x .25 (New development)		2,808.38 sq.ft.	**0 sq.ft.**
Monetary Contribution to City Tree Trust Fund in Lieu of Canopy Replacement			**$6,385.88**
See L-2 for Mitigation of Existing Materials on Tree Disposition Chart			
	TOTALS	178 TREES	**178 TREES**
	≥50% NATIVE TREES	89	**98 TREES (55%)**
	≥50% NATIVE SHRUBS	260 SHRUBS	**2,248/3,085 SHRUBS (72.8%)**
	40% Min. CAT. I TREES REQ.	72 CAT. I TREES	**120 Trees**
	30% Max. CAT. II TREES REQ.	54 CAT. II TREES	**33 Trees**
	10% Max. CAT. III TREES REQ.	18 CAT. III TREES	**26 Trees**
	20% Max. PALMS (Except Street Trees)	36 PALMS	**19 Palms (nic Street Trees)**

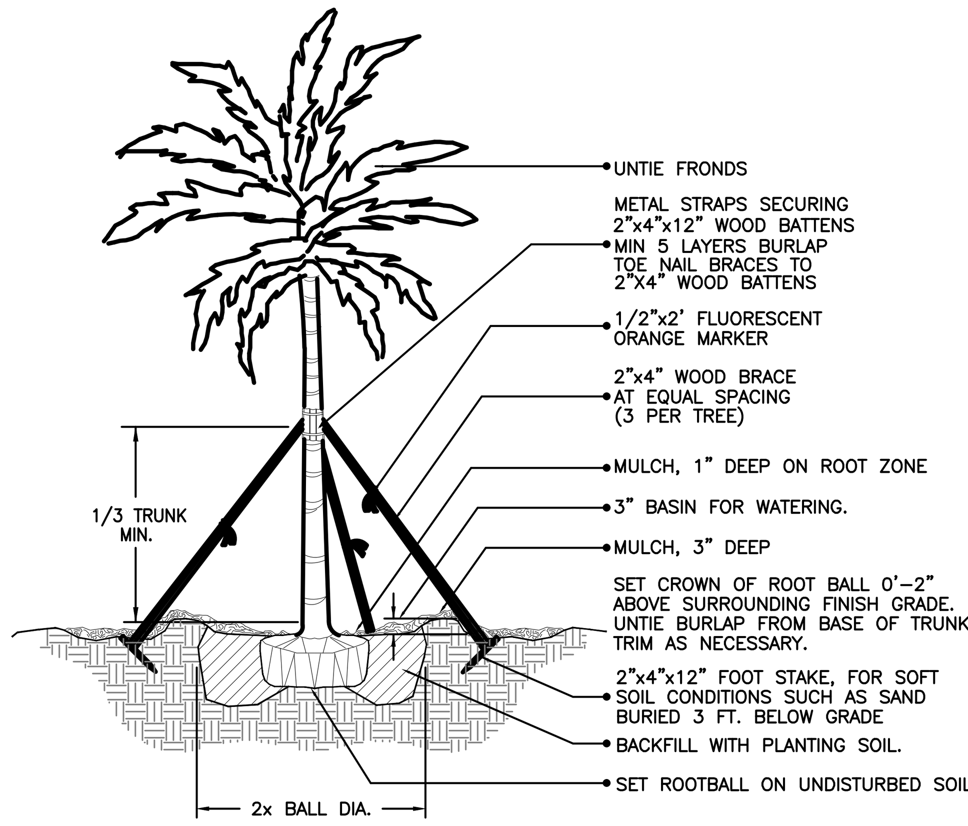
* INCLUDES (6) ROYAL PALMS
**INCLUDES (10) EXISTING TREES

36" DIA. DECORATIVE URN AT
PUMP ISLANDS:
OLD TOWN FIBERGLASS - IMPERIAL (OR
APPROVED EQUAL0
COLOR TO BE DETERMINED.

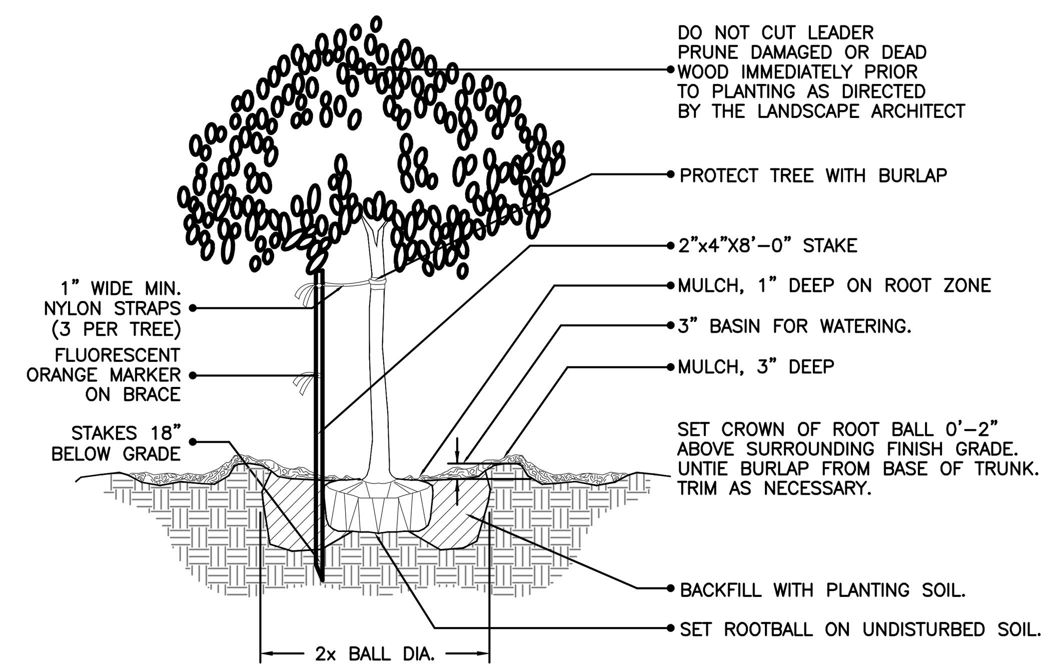
NOTE: FINISH GRADE OF ALL LANDSCAPE AREAS WITHIN AND ADJACENT TO VUA, SHALL BE AT OR BELOW THE FINAL VUA GRADE (PER CITY OF DANIA BEACH LDC, SEC.275-190).



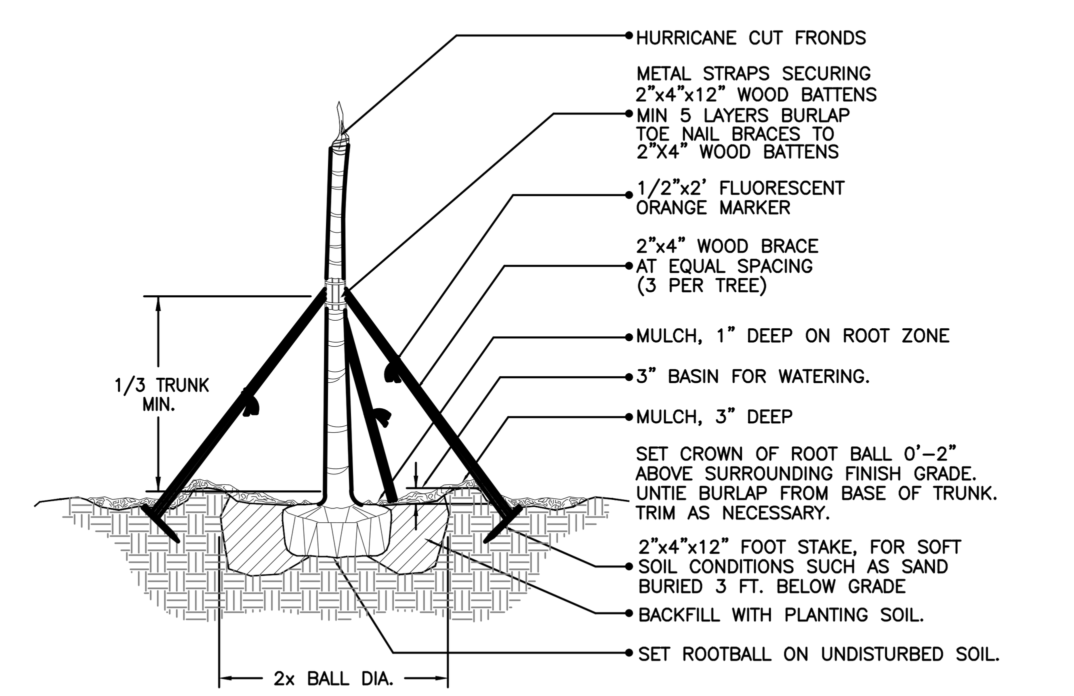
(2" cal. and over)
LARGE TREE PLANTING DETAIL
N.T.S.



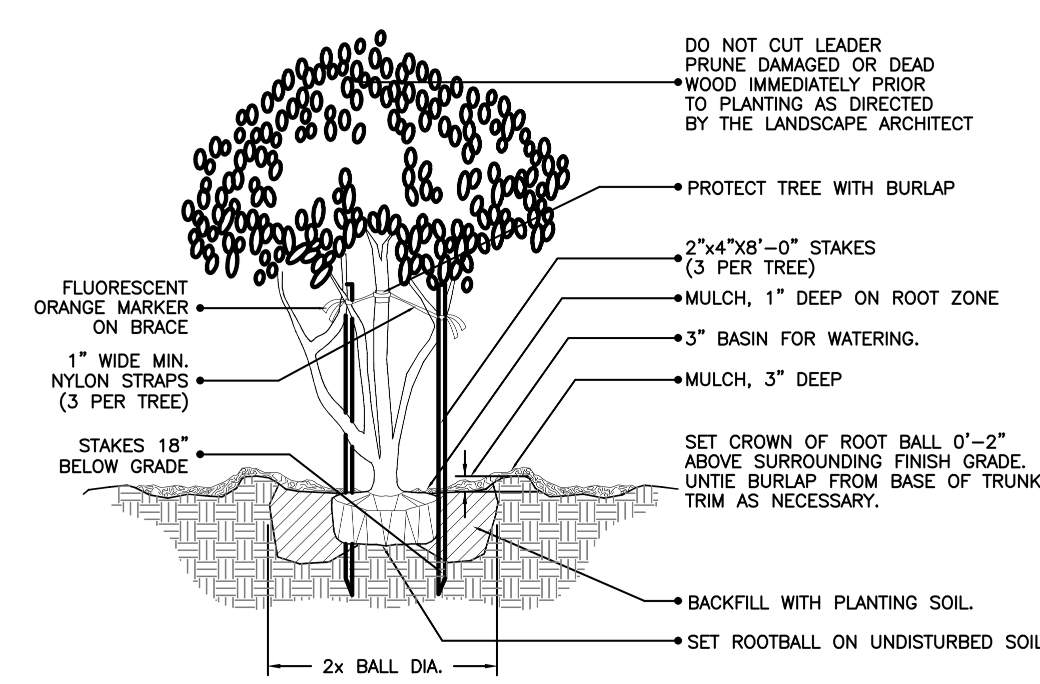
LARGE PALM PLANTING DETAIL
N.T.S.



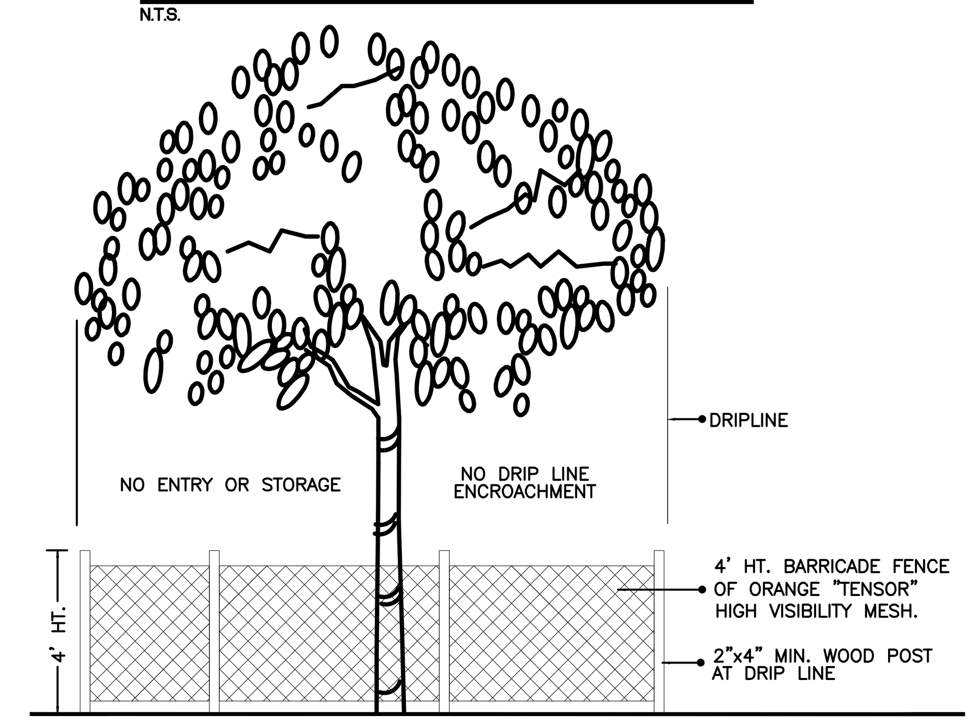
(2" cal. and under)
SMALL TREE PLANTING DETAIL
N.T.S.



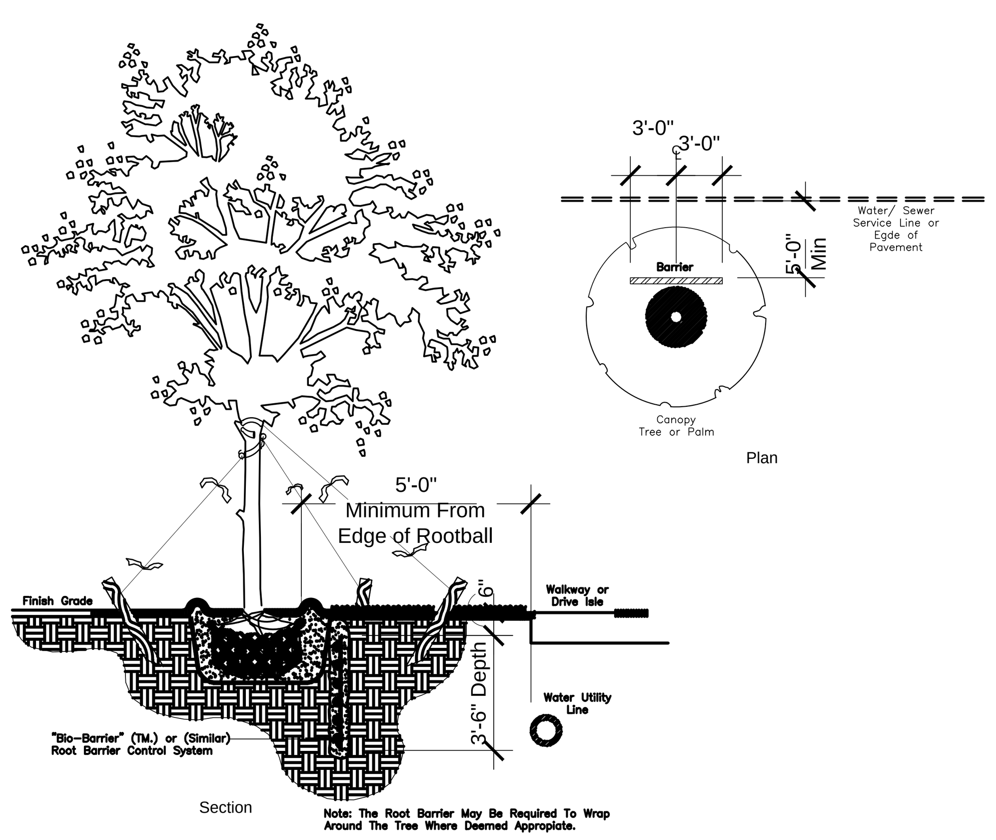
CIGARED SABAL PALM PLANTING DETAIL
N.T.S.



MULTI- TRUNK AND SMALL TREE (2" cal. and under) PLANTING DETAIL
N.T.S.



TREE PRESERVATION BARRICADE FENCING DETAIL
N.T.S.



"Bio-Barrier" Is Manufactured By:
"Reemay, Inc." - 70 Old Hickory Blvd. - P.O.Box 511
Old Hickory, TN 37138 - Phone: 1-800-25-ROOTS

Applicable Use of Root Barriers:

If a Canopy Tree and/ or Palm Is To Be Installed Within Less Than (10') Ten Feet Separation From A Water Main (or Service) and/ or Sewer Main (or Service). The Landscape Contractor Shall Install a Root Barrier Parallel To The Utility As Required and as per This Detail. The Contractor Shall Maintain A (5') Five Feet Minimum Horizontal Distance From Outside Edge of Rootball To The Utility or any Paved or Concrete Surface.

The Landscape Contractor Shall Verify The Existing Locations of The Applicable Water Utilities, In The Field, Prior To Any Tree Installations Requiring A Root Barrier.

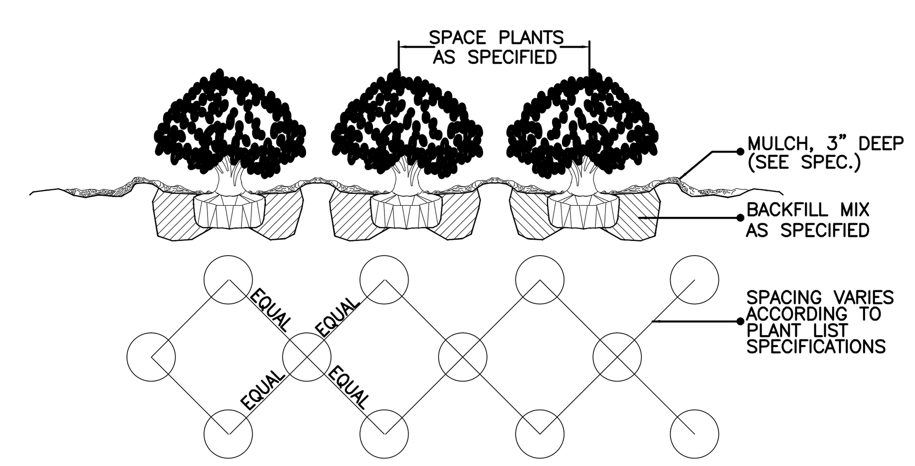
Suggested Installation Method:

Dig A Vertical Trench Between The Root Source of The Tree and The Surface and/ or Utility Line To Be Protected. The Trench Must Be At Least 6'-0" In Length (Centered On Tree) and Must Be at Least 4'-0" In Depth Parallel To The Applicable Surface, Service and/ or Utility. Note: For New Tree installations, Trench May Be Dug At The Same Time as The Hole For The Applicable Tree and/ or Palm.

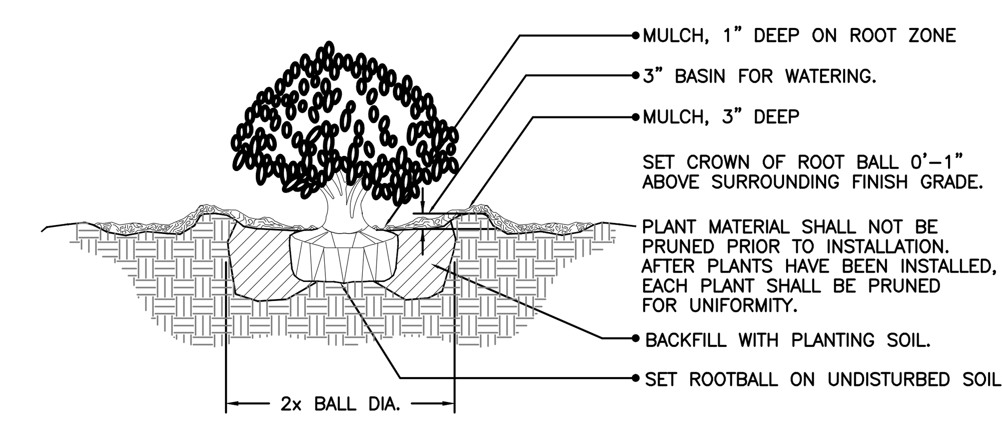
Using Impervious Gloves, Roll Out "Bio-Barrier" and Trim To Fit The Specific Application. Insert The Barrier Vertically Into The Trench, With The Top Edge of The Barrier (6") Six Inches Below The Soil Surface.

Tamp Backfill Firmly Into Trench With 'Bio-Barrier" Contained, Eliminating Air Pockets or Soil Voids Accordingly. Dissolve The Coating and Activate The Product By Saturating The Backfill and 'Bio-Barrier" With Water. After Completed, Smooth The Soil Surface To Finish Grade, Allowing Excess Material For Soil Setting.

TYPICAL ROOT BARRIER APPLICATION DETAIL
N.T.S.



SHRUB / GROUNDCOVER SPACING / PLANTING DETAIL
N.T.S.



SHRUB PLANTING DETAIL
N.T.S.

THOMAS ENGINEERING GROUP
CIVIL ENGINEERS - PROJECT MANAGERS - LAND PLANNING - LANDSCAPE ARCHITECTS
1000 CORPORATE DR. SUITE 250 FT. LAUDERDALE, FL 33334 P: 954-202-7000
4950 W. KENNEDY BLVD. SUITE 600 TAMPA, FL 33609 P: 813-379-4100
125 W INDIANTOWN RD. SUITE 206 JUPITER, FL 33458 P: 561-203-7503

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REV:	DATE:	COMMENT:	BY:

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PROJECT No.: F160048
DRAWN BY: CAD
CHECKED BY: ROT
DATE: 03-27-2018
CAD I.D.: F160048- LANDSCAPE PLAN

PROJECT:

STIRLING SQUARE NWC OF STIRLING RD. & PHIPPEN WAITERS RD.

FOR

MASTER DEVELOPMENT

DANIA BEACH
FLORIDA

THOMAS ENGINEERING GROUP
RADICE III
1000 CORPORATE DRIVE, SUITE 250
FORT LAUDERDALE, FL 33334
PH: (954) 202-7000
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www.ThomasEngineeringGroup.com

MICHAEL D. GROSSWIRTH
REGISTERED LANDSCAPE ARCHITECT
April 24, 2019
FLORIDA LICENSE No. 6666871
FLORIDA BUSINESS CERT. OF AUTH. No. 27528

SHEET TITLE:

LANDSCAPE CODE REQS & DETAILS

SHEET NUMBER:

L-4

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MICHAEL D. GROSSWIRTH, LA6666871 ON 2019-03-15

Printed on Wednesday, April 24, 2019, 8:59 AM by Mike Troxell
G:\2019\CREIGHTON CONST & DEV\F190007 – 7-11, DANIA BEACH\DWG\2019-03-20 DRC SUBMITTAL\LANDSCAPE\F160048- LANDSCAPE PLAN---->LAYOUT: L-4

LANDSCAPE GENERAL NOTES

A. SCOPE OF WORK

1. THE WORK CONSISTS OF FURNISHING ALL LABOR, MATERIALS, EQUIPMENT, TOOLS, TRANSPORTATION, AND ANY OTHER APPURTENANCES NECESSARY FOR THE COMPLETION OF THIS PROJECT AS SHOWN ON THE DRAWINGS, AS INCLUDED IN THE PLANT LIST, AND AS HEREIN SPECIFIED.

2. WORK SHALL INCLUDE MAINTENANCE AND WATERING OF ALL PLANTING AREAS OF THIS CONTRACT UNTIL CERTIFICATION OF ACCEPTABILITY BY THE OWNER.

B. PROTECTION OF EXISTING STRUCTURES

1. ALL EXISTING BUILDINGS, WALKS, WALLS, PAVING, PIPING, AND OTHER ITEMS OF CONSTRUCTION AND PLANTING ALREADY COMPLETED OR ESTABLISHED SHALL BE PROTECTED FROM DAMAGE BY THIS CONTRACTOR UNLESS OTHERWISE SPECIFIED. ALL DAMAGE RESULTING FROM NEGLIGENCE SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR TO THE SATISFACTION OF THE OWNER.

C. PROTECTION OF EXISTING PLANT MATERIALS OUTSIDE LIMIT OF WORK

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL UNAUTHORIZED CUTTING OR DAMAGE TO TREES AND SHRUBS, EXISTING OR OTHERWISE, CAUSED BY CARELESS OPERATION OF EQUIPMENT, STOCKPILING OF MATERIALS, ETC. THIS SHALL INCLUDE COMPACTION BY DRIVING OR PARKING INSIDE THE DRIP—LINE OR THE SPILLING OF OIL, GASOLINE, OR OTHER DELETERIOUS MATERIALS WITHIN THE DRIP—LINE.

2. NO MATERIALS SHALL BE BURNED WHERE THE HEAT WILL DAMAGE ANY PLANT. TREES KILLED OR DAMAGED SO THAT THEY ARE MISSHAPEN AND/OR UNSIGHTLY SHALL BE REPLACED AT THE COST TO THE CONTRACTOR OF ONE HUNDRED DOLLARS ($100) PER CALIPER INCH ON AN ESCALATING SCALE WHICH ADDS AN ADDITIONAL TWENTY PERCENT (20%) PER INCH OVER FOUR INCHES (4") CALIPER AS FIXED AND AGREED LIQUIDATED DAMAGES, OR AS MAY BE REQUIRED BY THE REGULATING GOVERNMENT AGENCY, WHICHEVER IS GREATER. CALIPER SHALL BE MEASURED AT BREAST HEIGHT OR FOUR FEET (4') ABOVE SURROUNDING GROUND.

D. MATERIALS

1. SUBMITTALS: GENERAL SAMPLES OF PLANTING MATERIALS AS LISTED BELOW SHALL BE SUBMITTED FOR APPROVAL, ON THE SITE OR AS OTHERWISE DETERMINED BY THE OWNER. UPON APPROVAL OF SAMPLES, DELIVERY OF MATERIALS MAY BEGIN.
MATERIALS SAMPLE SUBMITTALS
MULCH ONE (1) CUBIC FOOT
TOPSOIL ONE (1) CUBIC FOOT
PLANTS ONE (1) REPRESENTATIVE SAMPLE OF EACH VARIETY

2. PLANT MATERIALS
a) GENERAL: PLANT SPECIES AND SIZE SHALL CONFORM TO THOSE INDICATED ON THE DRAWINGS. NOMENCLATURE SHALL CONFORM TO STANDARDIZED PLANT NAMES, 1942 EDITION. ALL NURSERY STOCK SHALL BE IN ACCORDANCE WITH "GRADES AND STANDARDS FOR NURSERY PLANTS" PARTS I AND II, LATEST EDITION PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES. ALL PLANTS SHALL BE FLORIDA NO. 1 AS AN ABSOLUTE MINIMUM UNLESS OTHERWISE SUPERCEDED BY A FLORIDA FANCY DESIGNATION, AS DETERMINED BY THE FLORIDA DIVISION OF PLANT INDUSTRY. ALL PLANTS SHALL BE FRESHLY DUG, SOUND. HEALTHY, VIGOROUS, WELL—BRANCHED AND FREE OF DISEASE AND INSECTS, INSECT EGGS AND LARVAE, AND SHALL HAVE ADEQUATE ROOT SYSTEMS. TREES FOR PLANTING IN ROWS SHALL BE UNIFORM IN SIZE AND SHAPE. ALL MATERIALS SHALL BE SUBJECT TO APPROVAL BY THE OWNER. WHERE ANY REQUIREMENTS ARE OMITTED FROM THE PLANT LIST, THE PLANTS FURNISHED SHALL BE NORMAL FOR THE VARIETY. PLANTS SHALL BE PRUNED PRIOR TO DELIVERY ONLY UPON THE APPROVAL OF THE OWNER.

b) MEASUREMENTS: THE HEIGHT AND/OR WIDTH OF TREES SHALL BE MEASURED FROM THE TOP OF ROOTBALL (TRUNK FLARE) AND/OR ACROSS THE AVERAGE SPREAD OF BRANCHES WITH THE PLANTS IN THEIR NORMAL POSITION. THIS MEASUREMENT SHALL NOT INCLUDE THE IMMEDIATE TERMINAL GROWTH. PLANTS LARGER IN SIZE THAN THOSE SPECIFIED IN THE PLANT LIST MAY BE USED IF APPROVED BY THE OWNER. IF THE USE OF LARGER PLANTS IS APPROVED, THE BALL OF EARTH OR SPREAD OF ROOTS SHALL BE INCREASED IN PROPORTION TO THE SIZE OF THE PLANT.

c) INSPECTION: PLANTS SHALL BE SUBJECT TO INSPECTION AND APPROVAL AT THE PLACE OF GROWTH, OR UPON DELIVERY TO THE SITE, AS DETERMINED BY THE OWNER, FOR QUALITY, SIZE, AND VARIETY; SUCH PRELIMINARY APPROVAL SHALL NOT SUPERCEDE THE RIGHT OF INSPECTION AND REJECTION AT THE SITE DURING PROGRESS OF THE WORK OR AFTER COMPLETION FOR SIZE AND CONDITION OF BALLS OR ROOTS, LATENT DEFECTS OR INJURIES, PRESENCE OF INSECTS, AND OTHER CONDITIONS THAT MAY HAVE OCCURRED SINCE THE NURSERY INSPECTION. REJECTED PLANTS SHALL BE REMOVED IMMEDIATELY FROM THE SITE. NOTICE REQUESTING INSPECTION SHALL BE SUBMITTED IN WRITING BY THE CONTRACTOR AT LEAST ONE (1) WEEK PRIOR TO ANTICIPATED DATE.

d) AMENDED PLANTING SOIL: PLANTING SOIL FOR USE IN BACK FILLING PLANTING HOLES SHALL BE FORTY PERCENT (40%) TOPSOIL AND SIXTY PERCENT (60%) SAND AND BE FERTILE, FRIABLE, AND OF A LOAMY CHARACTER, WITHOUT MIXTURE OF SUBSOIL MATERIALS, AND OBTAINED FROM A WELL—DRAINED, ARABLE SITE. IT SHALL CONTAIN THREE (3) TO FIVE (5) PERCENT DECOMPOSED ORGANIC MATTER AND SHALL BE FREE FROM HEAVY CLAY, COARSE SAND, STONES, LIME, LUMPS, PLANTS, ROOTS OR OTHER FOREIGN MATERIALS, OR NOXIOUS WEEDS. IT SHALL NOT CONTAIN TOXIC SUBSTANCES WHICH MAY BE HARMFUL TO PLANT GROWTH. PH RANGE SHALL BE 5.0 TO 7.0 INCLUSIVE.

e) SAND SHALL BE CLEAN, WELL DRAINING NATIVE SAND. IF REQUESTED, CONTRACTOR SHALL AT ANY TIME AND AT NO COST TO OWNER SUBMIT RESULTS OF SOIL TESTS FOR TOPSOIL AND SAND PROPOSED FOR USE UNDER THIS CONTRACT FOR APPROVAL BY OWNER.

E. WATER

1. WATER NECESSARY FOR PLANTING AND MAINTENANCE SHALL BE OF SATISFACTORY QUALITY TO SUSTAIN AN ADEQUATE GROWTH OF PLANTS AND SHALL NOT CONTAIN HARMFUL NATURAL OR MAN—MADE ELEMENTS DETRIMENTAL TO PLANTS. WATER MEETING THE ABOVE STANDARD SHALL BE OBTAINED ON THE SITE FROM THE OWNER, IF AVAILABLE, AND THE CONTRACTOR SHALL BE RESPONSIBLE TO MAKE ARRANGEMENTS FOR ITS USE BY HIS TANKS, HOSES, SPRINKLERS, ETC. IF SUCH WATER IS NOT AVAILABLE AT THE SITE, THE CONTRACTOR SHALL PROVIDE SUCH SATISFACTORY WATER FROM SOURCES OFF THE SITE AT NO ADDITIONAL COST TO THE OWNER.

F. COMMERCIAL FERTILIZER

1. COMMERCIAL FERTILIZER SHALL BE A COMPLETE FORMULA; IT SHALL BE UNIFORM IN COMPOSITION, DRY AND FREE FLOWING. THIS FERTILIZER SHALL BE DELIVERED TO THE SITE IN THE ORIGINAL UNOPENED CONTAINERS, EACH BEARING THE MANUFACTURER'S GUARANTEED STATEMENT OF ANALYSIS.

FIFTY PERCENT (50%) OF THE NITROGEN SHALL BE DELIVERED FROM NATURAL ORGANIC SOURCES. THE FOLLOWING FERTILIZERS SHALL BE USED AND APPLIED AT RATES AS SUGGESTED BY MANUFACTURER'S SPECIFICATIONS:

1. SHRUBS AND TREES — MILORGANITE, OR APPROVED EQUAL
2. ANNUALS AND GROUNDCOVERS — OSMOCOTE/SIERRA BLEND 14—14—14
3. SOD — 8—8—8

IN ADDITION TO SURFACE APPLIED FERTILIZERS, ALL CONTAINER GROWN AND FIELD GROWN PLANT MATERIAL SHALL RECEIVE "AGRIFORM" PLANTING TABLETS 24—10—5 FORMULA, 21 GRAM OR EQUAL. THESE TABLETS SHALL BE PLACED AT THE RATE AND DEPTH SPECIFIED BY MANUFACTURER.

G. MULCH

1. MULCH SHALL BE FROM SHREDDED WOOD DERIVED FROM MELALEUCA OR OTHER INVASIVE TREE SPECIES AND SHALL BE STERILIZED TO EFFECTIVELY ELIMINATE ALL SEEDS, SPORES, ETC. AND RENDER THEM BARREN.

2. MULCH MATERIAL SHALL BE MOISTENED AT THE TIME OF APPLICATION TO PREVENT WIND DISPLACEMENT, AND APPLIED AT A DEPTH OF THREE INCHES (3").

3. MULCH SHALL BE GRADE 'B' SHREDDED, AND SHALL BE APPLIED EVENLY AND SMOOTH TO PLANTED AREAS.

4. NO RED OR COLORED MULCH SHALL BE ACCEPTED UNLESS SPECIFIED ACCORDINGLY. NO CYPRESS MULCH SHALL BE USED.

H. DIGGING AND HANDLING

1. PROTECT ROOT SYSTEMS OR ROOTBALLS OF PLANTS AT ALL TIMES FROM SUN AND DRYING WINDS, WATER EROSION, AND OTHER HARMFUL CRITERIA AS NECESSARY UNTIL PLANTING. PLANT MATERIALS SHALL BE ADEQUATELY PACKED TO PREVENT BREAKING AND DRYING OUT DURING LOADING, TRANSIT, AND UNLOADING/PLANTING. TREES TRANSPORTED MORE THAN TEN (10) MILES OR WHICH ARE NOT PLANTED WITHIN THREE (3) DAYS OF DELIVERY TO SITE SHALL BE SPRAYED WITH AN ANTITRANSPIRANT PRODUCT ("WILTPRUF" OR EQUAL) TO MINIMIZE TRANSPIRATIONAL WATER LOSS.

2, BALLED AND BURLAPPED PLANTS (B&B) SHALL BE DUG WITH FIRM, NATURAL BALLS OF SOIL OF SUFFICIENT SIZE TO ENCOMPASS THE FIBROUS AND FEEDING ROOTS OF THE PLANTS, AND IN ACCORDANCE WITH "GRADES AND STANDARDS FOR NURSERY PLANTS" FLORIDA PUBLICATION. NO PLANT WITH A ROOTBALL SHALL BE PLANTED IF THE BALL IS CRACKED OR BROKEN. PLANTS BALLED AND BURLAPPED OR CONTAINER GROWN SHALL NOT BE HANDLED BY STEMS.

3. PLANTS MARKED "BR" IN THE PLANT LIST SHALL BE DUG WITH BARE ROOTS. THE ROOTS SHALL NOT BE CUT WITHIN THE MINIMUM SPREAD SPECIFIED IN THE PLANT LIST. CARE SHALL BE EXERCISED THAT THE ROOTS DO NOT DRY OUT IN MOVING AND PRIOR TO PLANTING.

4. PROTECTION OF PALMS (IF APPLICABLE): ONLY A MINIMUM OF FRONDS SHALL BE REMOVED FROM THE CROWN OF THE PALM TREES TO FACILITATE MOVING AND HANDLING. CLEAR TRUNK (CT) SHALL BE AS BY "GRADES AND STANDARDS FOR NURSERY PLANTS" FLORIDA PUBLICATION. PRUNING PRACTICED OTHER THAN MINIMAL PRUNING OF FRONDS, PRIMARILY TO REACH A "CLEAR TRUNK" SPECIFICATION, MAY CONSTITUTE REJECTION, OR ALL PALMS SUBJECTED TO SUCH PRACTICE. LIKEWISE EXCESSIVE PRUNING OR "SHAVING" OF ROOTBALLS TO MEET "CLEAR TRUNK" CRITERIA MAY CONSTITUTE REJECTION ONSITE. ALL PALMS SHALL BE BRACED PER PALM PLANTING DETAIL ON THE PLANTING DETAILS SHEET.

5. EXCAVATION OF PLANTING HOLES SHALL BE DONE USING EXTREME CARE TO AVOID DAMAGE TO SURFACE AND SUBSURFACE ELEMENTS SUCH AS UTILITIES OR HARDSCAPE ELEMENTS, FOOTERS, AND PREPARED SUB—BASES.

I. CONTAINER GROWN STOCK

1. ALL CONTAINER GROWN MATERIAL SHALL BE HEALTHY, VIGOROUS, WELL—ROOTED PLANTS AND ESTABLISHED IN THE CONTAINER IN WHICH THEY ARE SOLD. THE PLANTS SHALL HAVE TOPS WHICH ARE OF GOOD QUALITY AND ARE IN A HEALTHY GROWING CONDITION, AND SHALL MEET MINIMUM SPECIFICATIONS IN THE PLANT LIST.

2. AN ESTABLISHED CONTAINER GROWN PLANT SHALL BE TRANSPLANTED INTO A CONTAINER AND GROWN IN THAT CONTAINER SUFFICIENTLY LONG FOR THE NEW FIBROUS ROOTS TO HAVE DEVELOPED SO THAT THE ROOT MASS WILL RETAIN ITS SHAPE AND HOLD TOGETHER WHEN REMOVED FROM THE CONTAINER. CONTAINER GROWN STOCK SHALL NOT BE HANDLED BY THEIR STEMS.

3, PLANT ROOTS BOUND IN CONTAINERS SHALL NOT BE ACCEPTABLE.

4. SUBSTITUTION OF NON—CONTAINER GROWN MATERIAL FOR MATERIAL EXPLICITLY SPECIFIED TO BE CONTAINER GROWN WILL NEED AUTHORIZATION FROM THE OWNER.

J. COLLECTED STOCK

1. WHEN THE USE OF COLLECTED STOCK IS PERMITTED AS INDICATED ON THE PLANT LIST SCHEDULE, THE MINIMUM SIZES OF ROOT BALLS SHALL BE EQUAL TO THAT SPECIFIED FOR THE NEXT LARGER SIZE OF NURSERY GROWN STOCK OF THE SAME VARIETY.

K. NATIVE STOCK

1. PLANTS COLLECTED FROM WILD OR NATIVE STANDS SHALL BE CONSIDERED GROWN WHEN THEY HAVE BEEN SUCCESSFULLY REESTABLISHED IN A NURSERY ROW AND GROWN UNDER REGULAR NURSERY CULTURAL PRACTICES FOR A MINIMUM OF TWO (2) GROWING SEASONS AND HAVE ATTAINED ADEQUATE ROOT AND TOP GROWTH TO INDICATE FULL RECOVERY FROM TRANSPLANTING INTO THE NURSERY ROW.

L. MATERIALS LIST

1. QUANTITIES NECESSARY TO COMPLETE THE WORK ON THE DRAWINGS SHALL BE FURNISHED. QUANTITY ESTIMATES HAVE BEEN MADE CAREFULLY, BUT THE LANDSCAPE ARCHITECT OR OWNER ASSUMES NO LIABILITY FOR OMISSIONS OR ERRORS. SHOULD A DISCREPANCY OCCUR BETWEEN A BIDDER'S TAKE OFF AND THE PLANT LIST QUANTITY, THE LANDSCAPE ARCHITECT SHALL BE NOTIFIED FOR CLARIFICATION PRIOR TO THE SUBMISSION OF BIDS. DRAWING SHALL TAKE PRECEDENCE. ALL DIMENSIONS AND/OR SIZES SPECIFIED SHALL BE THE MINIMUM ACCEPTABLE SIZE.

M. FINE GRADING

1. FINE GRADING UNDER THIS CONTRACT SHALL CONSIST OF FINAL FINISHED GRADING OF LAWN AND PLANTING AREAS THAT HAVE BEEN ROUGH GRADED BY OTHERS. BERMING AS SHOWN ON THE DRAWINGS SHALL BE THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR, UNLESS OTHERWISE NOTED.

2. THE CONTRACTOR SHALL FINE GRADE THE LAWN AND PLANTING AREAS TO BRING THE ROUGH GRADE UP TO FINAL FINISHED GRADE ALLOWING FOR THICKNESS OF SOD AND/OR MULCH DEPTH. THIS CONTRACTOR SHALL FINE GRADE BY HAND AND/OR WITH ALL EQUIPMENT NECESSARY INCLUDING A GRADING TRACTOR WITH FRONT—END LOADER FOR TRANSPORTING SOIL WITHIN THE SITE.

3. ALL PLANTING AREAS SHALL BE GRADED AND MAINTAINED TO ALLOW FREE FLOW OF SURFACE WATER. AREAS ADJACENT TO BUILDINGS SHALL SLOPE AWAY FROM THE BUILDINGS.

N. PLANTING PROCEDURES

1. CLEANING UP BEFORE COMMENCING WORK: THE CONTRACTOR SHALL CLEAN UP WORK AND SURROUNDING AREAS OF ALL RUBBISH OR OBJECTIONABLE MATTER. ALL MORTAR, CEMENT, AND TOXIC MATERIAL SHALL BE COMPLETELY REMOVED FROM THE SITE. THESE MATERIALS SHALL NOT BE MIXED WITH THE SOIL. SHOULD THE CONTRACTOR FIND SUCH SOIL CONDITIONS BENEATH THE SOIL WHICH WILL IN ANY WAY AFFECT THAT VIABILITY OF THE PLANTS TO BE INSTALLED, HE/SHE SHALL IMMEDIATELY CALL IT TO THE ATTENTION OF THE OWNER'S CONSTRUCTION MANAGER OR DESIGNEE.

2. VERIFY LOCATIONS OF ALL UTILITIES, CONDUITS, SUPPLY LINES AND CABLES. INCLUDING BUT NOT LIMITED TO: ELECTRIC, GAS (LINES AND TANKS), WATER, SANITARY SEWER, STORM WATER LINES, CABLE AND TELEPHONE. PROPERLY MAINTAIN AND PROTECT EXISTING UTILITIES.

3. SUBGRADE EXCAVATION: CONTRACTOR IS RESPONSIBLE TO REMOVE ALL EXISTING AND IMPORTED LIMEROCK AND LIMEROCK SUB—BASE FROM ALL LANDSCAPE PLANTING AREAS TO MINIMUM DEPTH OF APPROXIMATELY 20% GREATER THAN RECOMMENDED PLANTING SOIL DEPTH. CONTRACTOR IS RESPONSIBLE TO BACKFILL THESE PLANTING AREAS TO ROUGH FINISHED GRADE WITH CLEAN TOPSOIL FROM AN ONSITE SOURCE OR AN IMPORTED SOURCE. IF LIMEROCK CONDITIONS OCCUR IN PLANTED AREAS AFTER 36" DEEP EXCAVATION BY CONTRACTOR, AND POSITIVE DRAINAGE CAN NOT BE ACHIEVED, CONTRACTOR SHALL UTILIZE PLANTING DETAIL THAT ADDRESSES POOR DRAINAGE OR CONTACT OWNER'S CONSTRUCTION MANAGER OR DESIGNEE FOR RESOLUTION.

4. FURNISH NURSERY'S CERTIFICATE OF COMPLIANCE WITH ALL REQUIREMENTS AS HEREIN SPECIFIED AND REQUIRED. INSPECT AND SELECT PLANT MATERIALS BEFORE PLANTS ARE DUG AT NURSERY OR GROWING SITE.

5. GENERAL: COMPLY WITH FEDERAL, STATE, COUNTY, AND LOCAL REGULATIONS GOVERNING LANDSCAPE MATERIALS AND WORK. CONFORM TO ACCEPTED HORTICULTURAL PRACTICES AS USED IN THE TRADE. PLANTS SHALL BE PROTECTED UPON ARRIVAL AT THE SITE BY BEING THOROUGHLY WATERED AND PROPERLY MAINTAINED UNTIL PLANTED. PLANTS SHALL NOT REMAIN UNPROTECTED FOR A PERIOD EXCEEDING TWENTY—FOUR (24) HOURS. AT ALL TIMES WORKMANLIKE METHODS CUSTOMARY IN GOOD HORTICULTURAL PRACTICES SHALL BE EXERCISED.

6. THE WORK SHALL BE COORDINATED WITH OTHER TRADES TO PREVENT CONFLICTS. COORDINATE THE PLANTING WITH THE IRRIGATION WORK TO ASSURE AVAILABILITY OF WATER AND PROPER LOCATION OF IRRIGATION ITEMS AND PLANTS.

7. ALL PLANTING HOLES SHALL BE EXCAVATED TO SIZE AND DEPTH IN ACCORDANCE WITH THE USA STANDARD TO NURSERY STOCK Z60.1 UNLESS SHOWN OTHERWISE ON THE DRAWINGS, AND BACKFILLED WITH THE PREPARED PLANTING SOIL AS SPECIFIED HEREIN BEFORE (SEE MATERIALS, SECTION D). TEST ALL TREE PITS WITH WATER BEFORE PLANTING TO ASSURE PROPER DRAINAGE PERCOLATION IS AVAILABLE. NO ALLOWANCE WILL BE MADE FOR LOST PLANTS DUE TO IMPROPER DRAINAGE. IF POOR DRAINAGE EXISTS, UTILIZE PLANTING DETAIL THAT ADDRESSES THIS CONDITION. TREES SHALL BE SET PLUMB AND HELD IN POSITION UNTIL THE PLANTING MIXTURE HAS BEEN FLUSHED INTO PLACE WITH A SLOW, FULL HOSE STREAM. ALL PLANTING SHALL BE PERFORMED BY PERSONNEL FAMILIAR WITH PLANTING PROCEDURE AND UNDER THE SUPERVISION OF A QUALIFIED PLANTING FOREMAN. PROPER "JETTING IN" SHALL BE ASSURED TO ELIMINATE AIR POCKETS AROUND THE ROOTS. "JET STICK" OR EQUAL IS RECOMMENDED.

8. TAKE ALL NECESSARY PRECAUTIONS TO AVOID DAMAGE TO BUILDINGS, CURBS, PAVING, AND OTHER HARDSCAPE MATERIALS WHILE INSTALLING TREES.

9. SOIL MIXTURE SHALL BE AS SPECIFIED IN SECTION D (MATERIALS) OF THESE SPECIFICATIONS. IN ADDITION, EACH PLANTING HOLE SHALL RECEIVE 21—GRAM "AGRIFORM" PLANTING TABLETS PER MANUFACTURER'S SPECIFICATIONS OR AS FOLLOWS:
— TWO (2) TABLETS PER 1 GAL. PLANT
— THREE (3) TABLETS PER 3 GAL. PLANT
— FOUR (4) TABLETS PER 10 GAL. PLANT
LARGER MATERIAL
— TWO (2) TABLETS PER HALF INCH (1/2") OF TRUNK CALIPER

10. TREES AND SHRUBS SHALL BE SET STRAIGHT AND AT SUCH A LEVEL THAT AFTER SETTLEMENT, THE TOP OF THE ROOT SYSTEM (FOR SHRUBS AND GROUNDCOVER) OR TRUNK FLARE (TREES AND PALMS) WILL STAND ONE (1) TO TWO (2) INCHES ABOVE FINAL GRADE. EACH PLANT SHALL BE SET IN THE CENTER OF THE PLANTING HOLE. PLANTING SOIL MIXTURE SHALL BE BACKFILLED AND THOROUGHLY TAMPED AROUND THE BALL AND SHALL BE SETTLED BY WATER AFTER TAMPING.

11. FILL HOLE WITH SOIL MIXTURE, MAKING CERTAIN ALL SOIL IS SATURATED. TO DO THIS, FILL HOLE WITH WATER AND ALLOW TO SOAK MINIMUM TWENTY (20) MINUTES, TURNING SOIL IF NECESSARY TO GET SOIL THOROUGHLY WET. PACK LIGHTLY WITH FEET OR OTHER TAMPING DEVICE. ADD MORE WET SOIL MIXTURE. DO NOT COVER TOP OF BALL WITH SOIL MIXTURE, ONLY WITH MULCH. ALL BURLAP, ROPE, WIRES, ETC., SHALL BE PULLED FROM UNDERNEATH.

12. PRUNING: FOR DAMAGED OR BROKEN LIMBS, EACH TREE SHALL BE PRUNED TO PRESERVE THE NATURAL CHARACTER OF THE SPECIES. ALL SUCKER GROWTH SHALL BE COMPLETELY REMOVED PRIOR TO DIGGING.

13. SHRUBS AND GROUNDCOVER PLANTS SHALL BE EVENLY SPACED IN ACCORDANCE WITH THE DRAWINGS AND AS INDICATED IN THE PLANT LIST. CULTIVATE ALL MASS PLANTING AREAS TO A MINIMUM DEPTH OF 6", REMOVE AND DISPOSED ALL DEBRIS, TILL 4" OF PLANTING SOIL MIX INTO THE NEWLY TILLED PLANTING BED FOR GENERAL NUTRIENT DISBURSEMENT. MASS PLANTING BED IS NOW READY TO RECEIVE HOLES FOR NEW PLANTS. THOROUGHLY WATER ALL PLANTS AFTER INSTALLATION.

14. TREE GUYING AND BRACING SHALL BE INSTALLED BY THE LANDSCAPE CONTRACTOR IN ACCORDANCE WITH THE PLANS TO INSURE STABILITY AND MAINTAIN TREES IN AN UPRIGHT POSITION. TREES SHALL USE ARBORTIE AS PER DETAIL SHEET. PALMS SHALL USE WOOD BRACING PER DETAIL SHEET.

15. MULCHING: PROVIDE A THREE INCH (3") MINIMUM LAYER OF SPECIFIED MULCH OVER THE ENTIRE AREA OF EACH SHRUB BED, GROUNOCOVER AND VINE BED AND TREE PIT (FOR TREES AND PALMS, MIN. THREE INCH (3") FROM EDGE OF TRUNKS). – UNLESS OTHER REQUIRED BY LOCAL CODES AND SPECIFIED AS SUCH.

16. SYSTEMIC HERBICIDE WEED CONTROL ALL PLANT BEDS SHALL BE KEPT FREE OF NOXIOUS WEEDS UNTIL FINAL ACCEPTANCE OF WORK. IF DIRECTED BY THE OWNER OR THEIR DESIGNEE, A SYSTEMIC HERBICIDE SHALL BE APPLIED FOR WEED CONTROL BY QUALIFIED PERSONNEL TO ALL PLANTING AREAS IN SPOT APPLICATIONS PER MANUFACTURER'S PRECAUTIONS AND SPECIFICATIONS. AFTER MULCH HAS BEEN APPLIED TO PLANTING BEDS AND TREE RINGS, TREAT ALL MULCHED AREAS WITH AN APPROVED PRE—EMERGENT HERBICIDE AT AN APPLICATION RATE RECOMMENDED BY THE MANUFACTURER.

0. LAWN SODDING

STENOTAPHRUM SECUNDATUM, V. 'FLORITAM' UNLESS OTHERWISE NOTED. (ST. AUGUSTINE SOLID SOD).
1. THE WORK CONSISTS OF LAWN BED PREPARATION, SOIL PREPARATION, AND SODDING:
COMPLETE IN STRICT ACCORDANCE WITH THE SPECIFICATIONS AND THE APPLICABLE DRAWINGS TO PRODUCE A GRASS LAWN ACCEPTABLE TO THE OWNER AND GOVERNING AGENCIES.
2. LAWN BED PREPARATION: ALL AREAS THAT ARE TO BE SODDED SHALL BE CLEARED OF ANY ROUGH GRASS, WEEDS, AND DEBRIS, AND THE SOIL BROUGHT TO AN EVEN PREPARED GRADE TO ALLOW FOR SOIL PREPARATION BELOW.

3. SOIL PREPARATION: PREPARE LOOSE BED FOUR INCHES (4") DEEP. APPLY FERTILIZER AT A RATE OF TWENTY (20) POUNDS PER ONE THOUSAND (1000) SQUARE FEET. APPLICATION SHALL BE UNIFORM, UTILIZING COMMERCIAL BROADCAST SPREADERS. MIX FERTILIZER THOROUGHLY WITH THE SOIL TO A DEPTH OF THREE INCHES (3"). HAND RAKE UNTIL ALL BUMPS AND DEPRESSIONS ARE REMOVED. WET PREPARED AREA THOROUGHLY TO PREPARE FOR SOD INSTALLATION.

4. SODDING: THE CONTRACTOR SHALL SOD ALL PERVIOUS AREAS THAT ARE NOT PAVED OR PLANTED AS DESIGNATED ON THE DRAWINGS WITHIN THE CONTRACT LIMITS TO CREATE A UNIFORM, NEW TURF BLANKET FOR THE SITE.

a) THE SOD SHALL BE CERTIFIED TO MEET FLORIDA STATE BOARD SPECIFICATIONS, ABSOLUTELY TRUE TO VARIETY TYPE, AND FREE FROM WEEDS, FUNGUS, INSECTS, AND DISEASE OF ANY KIND, SOD PANELS SHALL BE LAID TIGHTLY TOGETHER TO MAKE A SOLID, SODDED LAWN AREA.

b) SOD SHALL BE LAID IN ROWS. WITH EVERY OTHER ROW STAGGERED HALFWAY BETWEEN THE NEXT TO INSURE NO CONTINUOUS STACKED JOINTS. SEW JOINTS OF SOD TO INSURE A TIGHT FIT AT JOINTS.

c) SOD SHALL BE LAID UNIFORMLY AGAINST THE EDGES OF ALL CURBS AND OTHER HARDSCAPE ELEMENTS, PAVED AND PLANTED AREAS. ADJACENT TO BUILDINGS, A FOUR INCH (4") MULCH STRIP SHALL BE PROVIDED. IMMEDIATELY FOLLOWING SOD LAYING, THE LAWN AREAS SHALL BE ROLLED WITH A LAWN ROLLER CUSTOMARILY USED FOR SUCH PURPOSES, AND THEN THOROUGHLY IRRIGATED TO THOROUGHLY MOISTEN THE SOIL BENEATH. IF, IN THE OPINION OF THE OWNER, TOP—DRESSING IS NECESSARY AFTER ROLLING TO FILL THE VOIDS BETWEEN THE SOD PANELS AND TO EVEN OUT INCONSISTENCIES IN THE SOD, CLEAN SAND AS APPROVED BY THE LANDSCAPE ARCHITECT OR OWNER SHALL BE UNIFORMLY SPREAD OVER THE ENTIRE SURFACE OF THE SOD AND THOROUGHLY WATERED IN.

5. DURING DELIVERY, PRIOR TO AND DURING THE PLANTING OF THE LAWN AREAS, THE SOD PANELS SHALL AT ALL TIMES BE PROTECTED FROM EXCESSIVE DRYING AND UNNECESSARY EXPOSURE OF THE ROOTS TO THE SUN. ALL SOD SHALL BE INSTALLED DURING THE DAY OF ITS ARRIVAL.

6. LAWN MAINTENANCE:

a) WITHIN THE SITE, THE CONTRACTOR SHALL PRODUCE A DENSE, WELL ESTABLISHED LAWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR AND RE—SODDING OF ALL ERODED, SUNKEN OR BARE SPOTS UNTIL CERTIFICATION OF ACCEPTABILITY BY OWNER OR AS IN THE ORIGINAL WORK SCOPE AND PROCESS (INCLUDING REGRADING. IF NECESSARY).

b) WATER EVERY DAY FOR FOURTEEN (14) SUCCESSIVE DAYS, THEN WATER THREE (3) TIMES PER WEEK (AT EVEN INTERVALS) UNTIL FULLY ESTABLISHED OR UNTIL AUTOMATIC IRRIGATION SYSTEM IS FULLY OPERATIONAL AND PROGRAMMED ACCORDINGLY. COORDINATE WATERING SCHEDULE WITH NATURAL RAINFALL . RAINFALL EVENTS IN DURATION OF TWENTY (20) MINUTES OR MORE THAT PRODUCE MORE THAN A HALF INCH (1/2") OF PRECIPITATION WILL NEGATE THE NEED FOR WATERING THE FOLLOWING DAY IF PREVIOUSLY SCHEDULED. ALL WATERING SHALL BE OF SUFFICIENT QUANTITY TO WET OR RESTORE WATER TO A DEPTH OF FOUR INCHES (4").

P. CLEANUP

1. UPON COMPLETION OF ALL PLANTING WORK AND BEFORE FINAL ACCEPTANCE, THE CONTRACTOR SHALL REMOVE ALL MATERIAL, EQUIPMENT, AND DEBRIS RESULTING FROM HIS WORK. ALL PAVED AREAS SHALL BE BROOM CLEANED AND THE SITE LEFT IN A NEAT AND ACCEPTABLE CONDITION AS APPROVED BY THE OWNER'S AUTHORIZED REPRESENTATIVE.

Q. PLANT MATERIAL MAINTENANCE

1. ALL PLANTS AND PLANTING MATERIALS INCLUDED UNDER THIS CONTRACT SHALL BE MAINTAINED BY WATERING, CULTIVATING, SPRAYING, AND ALL OTHER OPERATIONS (SUCH AS RE—STAKING OR REPAIRING GUY SUPPORTS) NECESSARY TO INSURE A HEALTHY CONDITION BY THE CONTRACTOR UNTIL CERTIFICATION OF ACCEPTABILITY BY THE OWNER OR OWNER'S DESIGNEE. MAINTENANCE AFTER THE CERTIFICATION OF ACCEPTABILITY SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS IN THIS SECTION. CONTRACTORS ARE REQUESTED TO PROVIDE A BID ESTIMATE TO COVER LANDSCAPE AND IRRIGATION MAINTENANCE FOR A PERIOD OF NINETY (90) CALENDAR DAYS COMMENCING AFTER ACCEPTANCE (SEE NEXT SECTION).

R. MAINTENANCE (ALTERNATE BID ITEM)

1. CONTRACTORS ARE REQUESTED TO PROVIDE A BID ESTIMATE FOR LANDSCAPE AND IRRIGATION MAINTENANCE FOLLOWING THE INITIAL 90—DAY MAINTENANCE PERIOD ON A COST PER MONTH BASIS.

S. GUARANTEE

1. THE LIFE AND SATISFACTORY CONDITION OF ALL PLANT MATERIAL INSTALLED BY THE CONTRACTOR SHALL BE GUARANTEED BY THE CONTRACTOR FOR A MINIMUM OF ONE (1) CALENDAR YEAR COMMENCING AT THE TIME OF CERTIFICATION OF ACCEPTABILITY BY THE OWNER OR OWNER'S DESIGNEE.

2. THE LIFE AND SATISFACTORY CONDITION OF ALL SOD INSTALLED BY THE CONTRACTOR SHALL BE GUARANTEED BY THE CONTRACTOR FOR A MINIMUM OF NINETY (90) CALENDAR DAYS, COMMENCING AT THE TIME OF CERTIFICATION OF ACCEPTABILITY BY THE OWNERS OR OWNER'S DESIGNEE.

3. REPLACEMENT: ANY PLANT NOT IN A HEALTHY, THRIVING GROWING CONDITION SHALL BE REMOVED FROM THE SITE AND REPLACED AS SOON AS WEATHER CONDITIONS PERMIT. SHOULD THE OWNER ELECT, TREES AND PALMS MAY BE GIVEN A PERIOD OF NINETY (90) DAYS BEFORE REMOVAL TO ALLOW THE CONTRACTOR TO RESURRECT THE TREE OR PALM IN QUESTION AND BRING IT TO A THRIVING, HEALTHY CONDITION. ALL REPLACEMENTS SHALL BE PLANTS OF LIKE KIND, CONDITION AND SIZE AS SPECIFIED IN THE PLANT LIST. THEY SHALL BE FURNISHED, PLANTED. AND MULCHED AS SPECIFIED WITHIN THESE SPECIFICATIONS, AT NO ADDITIONAL COST TO THE OWNER. ANY REPAIRS FROM THIS REPLACEMENT MATERIAL SHALL BE SOLELY THE CONTRACTOR'S RESPONSIBILITY. REPLACEMENT MATERIAL SHALL BE GUARANTEED TO A ONE (1) YEAR PERIOD FROM THE DAY OF REPLACEMENT ACCEPTANCE BY THE OWNER. SHOULD REPLACEMENT MATERIAL FAIL WITHIN THE GUARANTEE PERIOD, OWNER MAY OPT FOR A CREDIT OF THE MONETARY AMOUNT FOR THE REPLACEMENT MATERIALS, AT A RATE OF THE ORIGINAL CONTRACT BID RATE, IN LIEU OF AN ADDITIONAL REPLACEMENT.

4. IN THE EVENT THE OWNER ELECTS NOT TO CONTRACT WITH THE CONTRACTOR FOR LANDSCAPE (AND IRRIGATION) MAINTENANCE, THE CONTRACTOR IS ENCOURAGED TO VISIT THE PROJECT SITE PERIODICALLY DURING THE ONE (1) YEAR WARRANTY PERIOD TO EVALUATE MAINTENANCE PROCEDURES BEING PERFORMED BY THE OWNER OR THEIR DESIGNEE, AND SHALL NOTIFY THE OWNER IN WRITING OF MAINTENANCE PROCEDURES OR CONDITIONS WHICH THREATEN VIGOROUS AND HEALTHY PLANT GROWTH OF ITEMS UNDER REPLACEMENT WARRANTY. IT IS SUGGESTED SUCH SITE VISITS SHALL BE CONDUCTED A MINIMUM OF ONCE PER MONTH FOR A PERIOD OF TWELVE (12) MONTHS FROM THE DATE OF ACCEPTANCE.

T. FINAL INSPECTION AND ACCEPTANCE OF WORK

1. FINAL INSPECTION BY OWNER OR THEIR DESIGNEE AT THE END OF THE GUARANTEE PERIOD SHALL INCLUDE PLANTING, CONSTRUCTION AND ALL OTHER INCIDENTAL WORK PERTAINING TO THIS CONTRACT. ANY PLANTS NOT MEETING THE CRITERIA OF HEALTHY, VIGOROUS, AND THRIVING AT THIS TIME, AND THAT HAVE NOT ALREADY BEEN REPLACED PREVIOUSLY UNDER SAID WARRANTY, SHALL BE SUBJECT TO THE SAME ONE (1) YEAR GUARANTEE (OR AS SPECIFIED BY THE OWNER IN WRITING) BEGINNING WITH THE TIME OF REPLACEMENT AND ENDING WITH THE SAME INSPECTION AND ACCEPTANCE HEREIN DESCRIBED.

U. GRADING & DRAINAGE NOTES

1. PRIOR TO COMMENCING ANY EXCAVATION WORK, THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES IN ACCORDANCE WITH THE "DIG SAFE" NOTIFICATION PROCEDURES PROMOTED BY THE RESPECTIVE UTILITY COMPANIES IN FLORIDA, CALL FLORIDA SUNSHINE AT 811.

2. CONTRACTOR SHALL BLEND NEW EARTHWORK SMOOTHLY INTO EXISTING , PROVIDING VERTICAL CURVES OR ROUNDINGS AT ALL TOP AND BOTTOM OF SLOPES.

3. PITCH EVENLY BETWEEN SPOT GRADES. ALL PAVED AREAS MUST PITCH TO DRAIN AT A MINIMUM SLOPE OF ONE—EIGHTH INCH (1/8") PER FOOT. ANY DISCREPANCIES NOT ALLOWING THIS TO OCCUR SHALL BE REPORTED TO THE OWNER PRIOR TO CONTINUING WORK.

4, WHERE NEW PAVING OR EARTHWORK MEETS EXISTING PAVING OR EARTHWORK, SMOOTHLY BLEND LINE AND GRADE OF EXISTING WITH NEW, WHERE EXISTING VEGETATION IS TO REMAIN, MEET EXISTING GRADES; DO NOT FILL ABOVE BASAL FLARE OF EXISTING TREES.

V. UTILITY PLAN NOTES

1. CONTRACTOR SHALL INSTALL SCHEDULE 40 PVC CONDUIT (SLEEVES) FOR ALL IRRIGATION PIPING UNDER ALL PAVEMENT AREAS TO CONNECT ALL LANDSCAPE AREAS.

W. SITE PREPARATION

1. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL MEET THE OWNER AND IDENTIFY TREES AND SHRUBS WHICH ARE TO BE PROTECTED AS WELL AS THOSE WHICH ARE TO BE REMOVED. DO NO CLEARING WITHOUT A CLEAR UNDERSTANDING OF EXISTING CONDITIONS TO BE PRESERVED.

2. TREES AND SHRUBS TO REMAIN SHALL BE PROTECTED BY THE INSTALLATION OF FENCING AT THE DRIP LINE OR AS DIRECTED BY THE OWNER (SEE LANDSCAPE DETAIL SHEET). PROTECTIVE FENCING SHALL BE INSTALLED PRIOR TO CONSTRUCTION, PROTECTIVE FENCING SHALL BE SUFFICIENT TO PREVENT CONSTRUCTION EQUIPMENT FROM COMPACTING SOIL AT THE ROOT ZONE AND DAMAGING TRUNKS AND BRANCHES.

3. IF, IN ORDER TO PERFORM EXCAVATION WORK, IT SHOULD BECOME NECESSARY TO CUT ROOTS OF PLANTS TO BE SAVED, SUCH ROOTS SHOULD BE CUT NEATLY WITH A SMOOTH CLEAN CUT BY A SHARP SAW, COVERED WITH BURLAP, AND KEPT MOIST UNTIL ROOTS ARE BACK FILLED. TEARS OR JAGGED CUTS TO ROOTS ARE UNACCEPTABLE.

4. TREE AND SHRUB REMOVAL SHALL INCLUDE THE FILLING, CUTTING, GRUBBING OUT OF ENTIRE ROOT SYSTEMS AND SATISFACTORY OFF—SITE DISPOSAL OF ALL TREES, SHRUBS, STUMPS, VEGETATIVE AND EXTRANEOUS DEBRIS PRODUCED BY THE REMOVAL OPERATIONS.

5. CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE INSIDE AND OUTSIDE THE LIMITS OF CONSTRUCTION DUE TO HIS CONTRACT OPERATIONS.

6. ALL REFUSE, DEBRIS, UNSUITABLE MATERIALS AND MISCELLANEOUS MATERIALS TO BE REMOVED SHALL BE LEGALLY DISPOSED OF OFF—SITE BY CONTRACTOR.

7. ALL INVASIVE EXOTIC VEGETATION SHALL BE DISPOSED OF OR TREATED AS PER THE LOCAL OR REGIONAL GOVERNING AUTHORITIES, REQUIREMENTS OR RECOMMENDATIONS.

X. ROOT CONTROL BARRIER

1. ROOT CONTROL PRODUCT SHALL BE A BIOLOGICAL BARRIER PRODUCT. PRODUCT SHALL BE 810—BARRIER ROOT CONTROL SYSTEM, AS MANUFACTURED BY BBA FIBERWEB/REEMAY, INC. AND DISTRIBUTED BY HORT ENTERPRISES, INC.
HORT ENTERPRISES, INC.
P.O. BOX 2448
POMPANO BEACH, FL 33061
1—800—966—4678

2. PRODUCT SHALL BE A BIOLOGICAL BARRIER UTILIZING LIME—RELEASE CAPSULES INTEGRATED INTO A GEOTEXTILE FABRIC. ACTIVE HERBICIDE SHALL BE TRIFLURALIN, AND MINIMUM TIME RELEASE OF EFFECTIVE PRODUCT SHALL BE 1—5 YEARS IN THE MOST ADVERSE CONDITIONS FOR SUCH A PRODUCT.

3. PRODUCT SHALL BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS AND INSTRUCTIONS FOR ROOT CONTROL SYSTEMS.

4. USE PRODUCT WHERE TREES ARE WITHIN EIGHT FEET (8') OR LESS OF HARDSCAPE SURFACES INCLUDING CURBS, SIDEWALKS, STEPS, AND ROADWAYS.

5. SPECIFY 1 9.5" WIDTH OPTION.

6. WHERE CONDITIONS REQUIRE PRODUCT AS SET FORTH IN NO. 4 ABOVE, USE PRODUCT AT LEAST TEN FEET (10') IN EITHER DIRECTION FROM THE CENTER OF TRUNK ALONG LINEAR FEATURES SUCH AS CURBS, WALKWAYS, ETC. THE INTENT OF THIS SPECIFICATION IS TO PROVIDE A ROOT CONTROL SYSTEM WHERE ROOTS WOULD LIKELY CAUSE PHYSICAL DAMAGE TO ADJACENT HARDSCAPE SURFACES, FOUNDATIONS, OR OTHER ELEMENTS THAT MAY RECEIVE DAMAGE FROM ROOT SYSTEMS OF TREES.

7. SEE WWW.BIOBARRIER.COM FOR ADDITIONAL INFORMATION AND PRODUCT SPECIFICATION.

Y. IRRIGATION

1. CONTRACTOR TO PROVIDE AN IRRIGATION DESIGN FOR BOTH LAWN AND BED AREAS. DESIGN TO BE SUBMITTED TO PROJECT LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL. CONTRACTOR TO VERIFY STATIC PRESSURE PRIOR TO DESIGN. CONTRACTOR IS RESPONSIBLE FOR ANY PRESSURE REDUCING DEVICES REQUIRED TO MEET PRESSURE REQUIREMENTS. SYSTEM DESIGN TO SHOW ALL VALVES, PIPING, HEADS, BACKFLOW PREVENTION, METERS, AND CONTROLLERS. ALL SLEEVES IN PAVEMENT AREAS MUST BE SHOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR BACKFLOW PREVENTION DEVICE INSTALLATION AND PERMITTING. CONTRACTOR SHALL NOT INSTALL IRRIGATION IN RIGHT—OF—WAY UNLESS REQUIRED BY CITY. NETAFIM DRIP IRRIGATION TO BE INSTALLED IMMEDIATELY AROUND BUILDING TO PREVENT WATER SPRAY ON BUILDING, WALKS, AND WINDOWS. NETAFIM PIPING TO BE BURIED JUST BENEATH SOIL SURFACE AND COVERED INSTALLED BY AN OWNER APPROVED CONTACTOR .

2. DESIGNED SYSTEM SHALL CONSIST OF AN AUTOMATIC, UNDERGROUND IRRIGATION SYSTEM PROVIDING 100% COVERAGE WITH 100% OVERLAP, AND CONTAINING A RAIN SENSOR INSTALLED BY AN OWNER APPROVED CONTACTOR. THIS SYSTEM SHALL BE INSTALLED AND OPERATIONAL WITHIN TEN (10) DAYS OF THE INITIAL LANDSCAPE INSTALLATION.

SITE NOTES

1. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS IN THE FIELD AND REPORT ANY DISCREPANCIES IN THE SITE SURVEY TO THE OWNER PRIOR TO STARTING WORK.

GENERAL PLANTING NOTES

1. THE CONTRACTOR SHALL SUPPLY ALL PLANT MATERIALS IN QUANTITIES SUFFICIENT TO COMPLETE THE PLANTING SHOWN ON THIS DRAWING.

2. ALL BIODEGRADABLE BURLAP SHALL BE UNTIED AND PULLED DOWN TO EXPOSE THE TOP 1/3 OF THE BALL. WIRE BASKETS AND OTHER NON—BIODEGRADABLE MATERIALS ATTACHED TO PLANTS SHALL BE REMOVED PRIOR TO PLANTING. CARE SHALL BE TAKEN NOT TO BREAK OR DISTURB ROOT BALL OF PLANTS.

3. ALL PLANTS SHALL BE WATERED BY HAND IN SUFFICIENT QUANTITIES TO THOROUGHLY WET ENTIRE ROOT SYSTEM IMMEDIATELY AFTER PLANTING.

4. PLANTS SHALL BE GUARANTEED TO A PERIOD OF ONE (1) YEAR AFTER ACCEPTANCE OF THE PROJECT AND SHALL BE VIGOROUS AND THRIVING AT THE END OF THE GUARANTEE PERIOD SEE SECTIONS S, GUARANTEE FOR MORE DETAILS.

5. CONTRACTOR SHALL LOCATE AND VERIFY ALL EXISTING UTILITY LINES PRIOR TO PLANTING AND SHALL REPORT ANY CONFLICTS TO THE OWNER.

6. CONTRACTOR SHALL FAMILIARIZE HIM/HER SELF WITH THE LIMITS OF WORK AND EXISTING CONDITIONS AND VERIFY ALL INFORMATION. IF DISCREPANCIES EXIST, CONTRACTOR SHALL NOTIFY OWNER OR OWNER'S DESIGNEE IN WRITING WITHIN SEVEN (7) CALENDAR DAYS OF NOTICE TO PROCEED.

7. CONTRACTOR SHALL VERIFY LOCATIONS OF ALL UNDERGROUND UTILITIES AND OBTAIN AS—BUILT INFORMATION. DRAWINGS WERE PREPARED ACCORDING TO THE BEST INFORMATION AVAILABLE AT THE TIME. CONTRACTOR SHALL NOTIFY OWNER'S REPRESENTATIVE IN WRITING WITHIN SEVEN (7) CALENDAR DAYS OF NOTICE TO PROCEED OF ANY DISCREPANCIES.

8. CONTRACTOR SHALL NOTIFY ALL NECESSARY UTILITY COMPANIES FORTY—EIGHT (48) HOURS MINIMUM PRIOR TO DIGGING FOR VERIFICATION OF ALL UNDERGROUND UTILITIES AND OTHER OBSTRUCTIONS AND COORDINATE WITH OWNER'S DESIGNEE IN WRITING PRIOR TO INITIATING OPERATIONS.

9. CONTRACTOR SHALL TAG AND NUMBER ALL PLANT MATERIAL TO BE RELOCATED. THE CONTRACTOR SHALL FULLY ASSIST AND COORDINATE THIS WORK WITH THE OWNER'S DESIGNEE PRIOR TO INITIATING FIELD DIGGING THE TREES.

10. LOCATIONS OF RELOCATED PLANT MATERIAL ARE APPROXIMATED ON THE DRAWINGS. EXACT LOCATIONS OF RELOCATED PLANT MATERIAL WILL BE CLARIFIED BY THE OWNER'S DESIGNEE ON SITE.

11. THE CONTRACTOR SHALL BEAR ALL COSTS OF TESTING SOILS, AMENDMENTS, ETC. ASSOCIATED WITH THE WORK AND INCLUDED IN THE SPECIFICATIONS.

12. TYPICALLY, SHRUB AND GROUNDCOVER PLANTINGS ARE SHOWN IN MASS PLANTING BEDS. PLANTS SHALL BE PLACED ON A LINEAR SPACING CONFIGURATION AROUND BUILDING FOUNDATION AS SHOWN ON DRAWING. PLANT CENTER TO CENTER DIMENSIONS (O.C.) ARE LISTED ON THE PLANT LIST. FOR PERIMETER AND PARKING ISLAND SPACING, USE THE TRIANGULAR SPACING METHOD.

13. CONTRACTOR SHALL FIELD STAKE THE LOCATIONS OF ALL PLANT MATERIAL PRIOR TO INITIATING INSTALLATION FOR THE REVIEW AND APPROVAL OF THE OWNER'S DESIGNEE.

14. CONTRACTOR SHALL FIELD ADJUST LOCATION OF PLANT MATERIAL AS NECESSARY TO AVOID DAMAGE TO ALL EXISTING UNDERGROUND UTILITIES AND/OR EXISTING ABOVE GROUND ELEMENTS. ALL CHANGES REQUIRED SHALL BE COMPLETED AT THE CONTRACTOR'S EXPENSE AND SHALL BE COORDINATED WITH THE OWNER'S DESIGNEE.

15. ALL PLANTING AREAS, UNLESS OTHERWISE NOTED, SHALL INCLUDE THREE INCH (3") LAYER OF MULCH AS PER THE SPECIFICATIONS.

16. ALL TREES PLANTED IN LAWN AREA SHALL RECEIVE A THREE FOOT DIAMETER (3') MULCH RING AT DEPTH OF THREE INCHES (3").

17. ALL EXISTING TREES TO REMAIN IN LAWN AREA SHALL RECEIVE A MULCH RING TWO FEET (2') OUT FROM EDGE OF TRUNK OR TO THE LIMIT OF THE ADJACENT LAWN AREA AT A DEPTH OF THREE INCHES (3") AS PER THE SPECIFICATIONS,

18. ANY SUBSTITUTIONS IN SIZE AND/OR PLANT MATERIAL MUST BE APPROVED BY THE OWNER'S DESIGNEE IN WRITING. ALL PLANTS WILL BE SUBJECT TO APPROVAL BY OWNER'S DESIGNEE BEFORE PLANTING CAN BEGIN.

19. PLANT LIST QUANTITIES ARE PROVIDED FOR CONVENIENCE ONLY. IN THE EVENT OF QUANTITY DISCREPANCIES, THE DRAWING SHALL TAKE PRECEDENCE. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT.

20. CONTRACTOR SHALL REFER TO THE LANDSCAPE PLANTING DETAILS, PLANT LIST, GENERAL NOTES AND THE PROJECT MANUAL AND SPECIFICATIONS FOR FURTHER AND COMPLETE INSTRUCTIONS.

21. ALL UTLITY BOXES, CLEANOUTS, ETC., SHALL BE PAINTED GREEN IF IN GRASS AREAS AND BROWN IF IN MULCH AREAS.

22. THIS SITE MAY CONTAIN EXISTING TREES WHICH REQUIRE TRIMMING AND/OR PRUNING. THE LANDSCAPE COMPANY/CONTRACTOR MUST HAVE A CERTIFIED ARBORIST ON STAFF TO ENSURE PROPER ISA HORTICULTURAL PROCEDURES ARE FOLLOWED REGARDING THE TRIMMING, PRUNING, TRANSPLANTING, ETC. OF THESE TREES.

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PROJECT:

STIRLING SQUARE NWC OF STIRLING RD. & PHIPPEN WAITERS RD.

FOR

MASTER DEVELOPMENT

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April 24, 2019

SHEET TITLE:

LANDSCAPE GENERAL NOTES

SHEET NUMBER:

L-5

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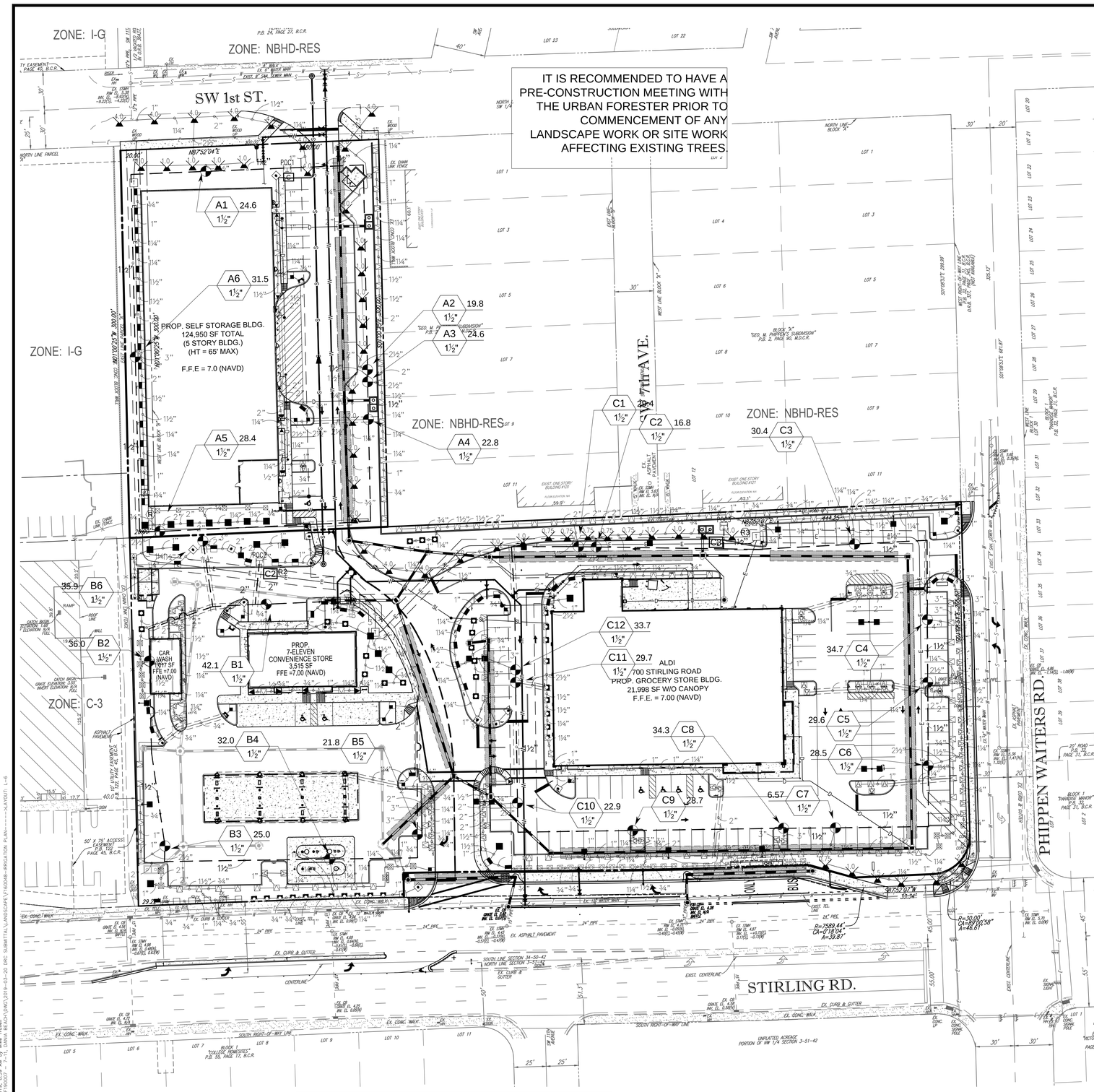
G:\2019\CREIGHTON CONST & DEV\F190007 – 7-11, DANIA BEACH\DWG\2019-03-20 DRC SUBMITTAL\LANDSCAPE\F160048- LANDSCAPE PLAN---->LAYOUT: L-5



PLEASE REFER TO SHEET L-6 FOR IRRIGATION SCHEDULES AND SHEET L-7 FOR IRRIGATION DETAILS.

ALL LANDSCAPED AREAS TO BE FULLY COVERED BY AUTOMATIC IRRIGATION SYSTEM AS PER CITY CODES AND REQUIREMENTS.

PREDOMINANTLY NATIVE & HIGH-DROUGHT TOLERANT PLANT MATERIALS ALONG WITH MINIMAL SOD AREAS ARE BEING UTILIZED IN CONFORMANCE WITH NATIONAL GREEN BUILDING STANDARDS

IRRIGATION NOTES

1. ALL LOCAL MUNICIPAL AND STATE LAWS, RULES AND REGULATIONS GOVERNING OR RELATING TO ANY PORTION OF THIS WORK ARE HEREBY INCORPORATED INTO AND MADE A PART OF THESE SPECIFICATIONS AND THEIR PROVISIONS SHALL BE CARRIED OUT BY THE CONTRACTOR.
2. THE CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL EXISTING UTILITIES, STRUCTURES AND SERVICES BEFORE COMMENCING WORK. THE LOCATIONS OF UTILITIES, STRUCTURES AND SERVICES SHOWN IN THESE PLANS ARE APPROXIMATE ONLY. ANY DISCREPANCIES BETWEEN THESE PLANS AND ACTUAL FIELD CONDITIONS SHALL BE REPORTED TO THE OWNER'S REPRESENTATIVE.
3. THE CONTRACTOR SHALL OBTAIN THE PERTINENT ENGINEERING OR ARCHITECTURAL PLANS BEFORE BEGINNING WORK.
4. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS REQUIRED TO PERFORM THE WORK INDICATED HEREIN BEFORE BEGINNING WORK.
5. THIS DESIGN IS DIAGRAMMATIC. ALL EQUIPMENT SHOWN IN PAVED AREAS IS FOR DESIGN CLARITY ONLY AND IS TO BE INSTALLED WITHIN PLANTING AREAS.
6. THE CONTRACTOR SHALL NOT WILLFULLY INSTALL ANY EQUIPMENT AS SHOWN ON THE PLANS WHEN IT IS OBVIOUS IN THE FIELD THAT UNKNOWN CONDITIONS EXIST THAT WERE NOT EVIDENT AT THE TIME THESE PLANS WERE PREPARED. ANY SUCH CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE PRIOR TO ANY WORK OR THE IRRIGATION CONTRACTOR SHALL ASSUME ALL RESPONSIBILITY FOR ANY FIELD CHANGES DEEMED NECESSARY BY THE OWNER.
7. INSTALL ALL EQUIPMENT AS SHOWN IN THE DETAILS AND SPECIFICATIONS. CONTRACTOR SHALL BE RESPONSIBLE TO COMPLY WITH LOCAL CITY, COUNTY AND STATE REQUIREMENTS FOR BOTH EQUIPMENT AND INSTALLATION.
8. ACTUAL LOCATION FOR THE INSTALLATION OF THE BACKFLOW PREVENTER AND THE AUTOMATIC CONTROLLER IS TO BE DETERMINED IN THE FIELD BY THE OWNER'S AUTHORIZED REPRESENTATIVE.
9. CONTRACTOR IS TO PROVIDE AN ADDITIONAL PILOT WIRE FROM CONTROLLER ALONG ENTIRETY OF MAIN LINE TO THE LAST RCV ON EACH AND EVERY LEG OF MAIN LINE. LABEL SPARE WIRES AT BOTH ENDS.
10. ALL PIPE UNDER PAVED AREAS TO BE INSTALLED IN SLEEVING TWICE THE DIAMETER OF THE PIPE CARRIED. SEE LEGEND FOR TYPE. ALL WIRE UNDER PAVED AREAS TO BE INSTALLED IN A SCH. 40 SLEEVE THE SIZE REQUIRED TO EASILY PULL WIRE THROUGH. ALL SLEEVES TO BE INSTALLED WITH A MINIMUM DEPTH AS SHOWN ON THE SLEEVING DETAILS. SLEEVES TO EXTEND AT LEAST 12" PAST THE EDGE OF THE PAVING.
11. ALL QUICK COUPLER AND REMOTE CONTROL VALVES TO BE INSTALLED IN SHRUB OR GROUND COVER AREAS WHERE POSSIBLE. ALL QUICK COUPLER AND REMOTE CONTROL VALVES TO BE INSTALLED AS SHOWN ON THE INSTALLATION DETAILS. INSTALL ALL QUICK COUPLER AND REMOTE CONTROL VALVES WITHIN 18" OF HARDSCAPE.
12. ALL HEADS ARE TO BE INSTALLED WITH THE NOZZLE, SCREEN AND ARCS SHOWN ON THE PLANS. ALL HEADS ARE TO BE ADJUSTED TO PREVENT OVERSPRAY ONTO BUILDINGS, WALLS, FENCES AND HARDSCAPE. THIS INCLUDES, BUT NOT LIMITED TO, ADJUSTMENT OF DIFFUSER PIN OR ADJUSTMENT SCREW, REPLACEMENT OF PRESSURE COMPENSATING SCREENS, REPLACEMENT OF NOZZLES WITH MORE APPROPRIATE RADIUS UNITS AND THE REPLACEMENT OF NOZZLES WITH ADJUSTABLE ARC UNITS.
13. THE CONTRACTOR SHALL USE PROPER GROUNDING TECHNIQUES FOR GROUNDING THE CONTROLLER AND RELATED EQUIPMENT PER MANUFACTURERS SPECIFICATIONS. THOMAS ENGINEERING GROUP RECOMMENDS MEASURING FOR PROPER GROUND AT LEAST ONCE ANNUALLY, AND NECESSARY ADJUSTMENTS MADE TO COMPLY WITH MANUFACTURER SPECIFICATIONS.
14. CONTRACTOR TO RECERTIFY EXISTING PUMP AND PVB IF APPLICABLE.

NOTE A:
POINTS OF CONNECTION SHALL BE 3hp CENTRIFUGAL PUMPS AND 3" CASED WELL (FOR POC 1, POC 2 AND POC 3). VERIFY THE ACTUAL LOCATION, SIZE AND WATER PRESSURE IN THE FIELD PRIOR TO STARTING WORK. IF ANY OF THE POC INFORMATION SHOWN ON THESE DRAWING IS FOUND TO BE DIFFERENT THAN THE ACTUAL POC INFORMATION GATHERED IN THE FIELD, IMMEDIATELY NOTIFY THE LANDSCAPE ARCHITECT AND IRRIGATION CONSULTANT. SHOULD THE CONTRACTOR FAIL TO VERIFY THE POC INFORMATION ANY CHANGES REQUIRED BY LOW PRESSURE OR VOLUME SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

MINIMUM PRESSURE REQUIRED
- POC 1: 29.14 PSI
- POC 2: 33.99 PSI
- POC 3: 29.27 PSI

DESIGN WATER PRESSURE
- POC 1: 43 PSI
- POC 2: 43 PSI
- POC 3: 43 PSI

MAXIMUM SYSTEM DEMAND
- POC 1: 36.45 GPM
- POC 2: 42.08 GPM
- POC 3: 34.66 GPM

NOTE B:
CONTROLLER IS AS SPECIFIED (MOUNT IN PUMP HOUSE). CONTRACTOR TO VERIFY CONDITION AND FINAL LOCATION OF CONTROLLER AND ELECTRICAL POC SHALL BE CONFIRMED WITH OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO STARTING WORK.

NOTE C:
MAINLINE AND RELATED EQUIPMENT SHOWN WITHIN PAVING FOR CLARITY ONLY, ACTUAL MAINLINE AND RELATED EQUIPMENT LOCATION TO BE WITHIN PLANTERS AND A MINIMUM OF 18" OFF ADJACENT HARDSCAPE AND OTHER OBSTACLES TYP.

NOTE D:
CONTRACTOR SHALL ADJUST ALL HEADS AS REQUIRED TO ACCOMMODATE ANY VERTICAL OBSTRUCTIONS THAT MAY OCCUR, INCLUDING BUT NOT LIMITED TO LIGHT POLES, FIRE HYDRANTS, ETC. VERIFY ALL HEAD LAYOUT WITH OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO STARTING WORK.

NOTE E:
BUBBLERS AND LATERAL LINES ARE SHOWN WITHIN PAVING FOR CLARITY ONLY, ACTUAL LOCATION TO BE WITHIN PLANTER. BUBBLERS SHALL BE ALIGNED WITH TREES AND AS DIRECTED BY OWNER'S AUTHORIZED REPRESENTATIVE. CONFIRM ALL LAYOUT IN FIELD WITH OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO STARTING WORK.

N
W E
S

40 20 10 0 40
1"= 40'

THOMAS ENGINEERING GROUP
CIVIL ENGINEERS - PROJECT MANAGERS - LAND PLANNING - LANDSCAPE ARCHITECTS
1000 CORPORATE DR. SUITE 250 FT. LAUDERDALE, FL 33334 P: 954-202-7000
4950 W. KENNEDY BLVD. SUITE 600 TAMPA, FL 33609 P: 813-379-4100
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REV:	DATE:	COMMENT:	BY:

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DRC SUBMITTAL

PROJECT No.:	F160048
DRAWN BY:	CAD
CHECKED BY:	ROT
DATE:	11-02-2017
CAD I.D.:	F160048-IRRIGATION PLAN

PROJECT:

NWC OF STIRLING RD. & PHIPPEN WAITERS RD.

FOR

MASTER DEVELOPMENT

DANIA BEACH
FLORIDA

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MICHAEL D. GROSSWIRTH
LA 6666871
REGISTERED LANDSCAPE ARCHITECT
STATE OF FLORIDA
April 24, 2019
FLORIDA REGISTRATION No. LA6666871
FLORIDA BUSINESS LICENSE No. LC26000427/AR, No. 27528

SHEET TITLE:

IRRIGATION PLAN

SHEET NUMBER:

L-6

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MICHAEL D. GROSSWIRTH, LA6666871 ON 2019-03-15

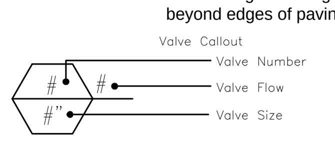
Printed on Wednesday April 24, 2019, 8:59 AM by Mike Terrell
C:\2019\DESIGN CONST. & DEV\F160027 - 7-11, DANIA BEACH\DWG\2019-03-20 DRC SUBMITTAL\LANDSCAPE\F160048-IRRIGATION PLAN------XLAYOUT: L-6

IRRIGATION SCHEDULE POC 1

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI
EST LCS RCS CST SST	Rain Bird 1806-PRS 15 Strip Series Turf Spray 6" popup with pressure regulator.	33	30
Q T H F	Rain Bird 1806-PRS 5 Series MPR Turf Spray 6" popup with pressure regulator.	7	30
SST	Rain Bird 1806-PRS 15 Strip Series Turf Spray 6" popup with pressure regulator.	2	30
Q T H F	Rain Bird 1806-PRS 10 Series MPR Turf Spray 6" popup with pressure regulator.	1	30
Q T H TT TQ F	Rain Bird 1806-PRS 15 Series MPR Turf Spray 6" popup with pressure regulator.	29	30
4 6 8 10 12 15 18	Rain Bird 1806-PRS ADJ Turf Spray 6" popup with pressure regulator.	2	30

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI	GPM	RADIUS
1.0	Rain Bird 3500-S Shrub Rotor,adjustable and full circle	10	25	0.77	20'
2.0	Rain Bird 3500-S Shrub Rotor,adjustable and full circle	5	25	1.40	27'
4.0	Rain Bird 3500-S Shrub Rotor,adjustable and full circle	10	25	2.97	31'

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	Rain Bird PEB Electric Remote Control Valve	6
C	Rain Bird ESP8LXMEF-LXMM with (02) ESPLXMSM4 16 Station Capable Commercial Controller. Mounted on a Powder-Coated Metal Cabinet. Flow Sensing and Water Management Capabilities.	1
R	Rain Bird RSD-BEx Rain Sensor, with bracket, extension wire	1
POC1	3 hp Centrifugal Pump and 3" Well	1
	Irrigation Lateral Line: CPVC Schedule 40	1,826 l.f.
	Irrigation Mainline: CPVC Schedule 40	911.7 l.f.
	Pipe Sleeve: PVC Schedule 80 Typical pipe sleeve for irrigation pipe. Pipe sleeve size shall allow for irrigation piping and their related couplings to easily slide through sleeving material. Extend sleeves 18 inches beyond edges of paving or construction.	170.7 l.f.

Valve Callout


VALVE SCHEDULE POC 1

NUMBER	MODEL	SIZE	TYPE	GPM	HEADS	PIPE	WIRE	DESIGN PSI	FRICTION LOSS	PSI	PSI @ POC	PRECIP
A1	Rain Bird PEB	1-1/2"	Shrub Rotor	24.64	12	307.8		25	0.38	29.14	30.08	0.61 in/h
A2	Rain Bird PEB	1-1/2"	Shrub Rotor	19.76	13	366.9		25	0.44	29.34	30.84	0.54 in/h
A3	Rain Bird PEB	1-1/2"	Turf Spray	24.61	21	307.0		30	0.57	34.34	36.63	1.71 in/h
A4	Rain Bird PEB	1-1/2"	Turf Spray	22.77	22	391.0		30	0.55	34.36	36.43	1.12 in/h
A5	Rain Bird PEB	1-1/2"	Turf Spray	28.36	13	195.2		30	0.54	34.19	37.20	0.79 in/h
A6	Rain Bird PEB	1-1/2"	Turf Spray	31.45	17	245.4		30	0.40	33.98	37.76	0.79 in/h
	Common Wire						911.7					

WATERING SCHEDULE POC 1

NUMBER	MODEL	TYPE	PRECIP	IN./WEEK	MIN./WEEK	GAL./WEEK	GAL./DAY
A1	Rain Bird PEB	Shrub Rotor	0.61 in/h	1	100	2,464	
A2	Rain Bird PEB	Shrub Rotor	0.54 in/h	1	112	2,213	
A3	Rain Bird PEB	Turf Spray	1.71 in/h	1	36	886.0	
A4	Rain Bird PEB	Turf Spray	1.04 in/h	1	58	1,555	
A5	Rain Bird PEB	Turf Spray	0.79 in/h	1	77	2,184	
A6	Rain Bird PEB	Turf Spray	0.79 in/h	1	77	2,422	
		TOTALS:			460	11,724	

CRITICAL ANALYSIS POC 1

Generated: 2017-12-14 10:22

P.O.C. NUMBER: 01
Water Source Information: 3 hp Centrifugal Pump and 3" Well

FLOW AVAILABLE
Custom Max Flow: 40.00 gpm
Flow Available: 40.00 gpm

PRESSURE AVAILABLE
Static Pressure at POC: 43.00 psi
Pressure Available: 43.00 psi

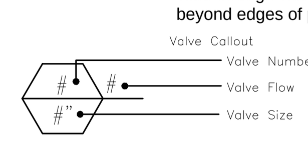
DESIGN ANALYSIS
Maximum Station Flow: 26.99 gpm
Flow Available at POC: 40.00 gpm
Residual Flow Available: 13.01 gpm

Critical Station: A6
Design Pressure: 30.00 psi
Friction Loss: 0.39 psi
Fittings Loss: 0.01 psi
Elevation Loss: 0.00 psi
Loss through Valve: 3.59 psi
Pressure Req. at Critical Station: 33.97 psi
Loss for Fittings: 0.07 psi
Loss for Main Line: 3.31 psi
Loss for POC to Valve Elevation: 0.00 psi
Loss for Backflow: 0.00 psi
Critical Station Pressure at POC: 37.35 psi
Pressure Available: 43.00 psi
Residual Pressure Available: 5.65 psi

IRRIGATION SCHEDULE POC 2

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI
EST LCS RCS CST SST	Rain Bird 1806-PRS 15 Strip Series Turf Spray 6" popup with pressure regulator.	37	30
Q T H F	Rain Bird 1806-PRS 8 Series MPR Turf Spray 6" popup with pressure regulator.	11	30
SST	Rain Bird 1806-PRS 15 Strip Series Turf Spray 6" popup with pressure regulator.	17	30
Q T H F	Rain Bird 1806-PRS 10 Series MPR Turf Spray 6" popup with pressure regulator.	21	30
Q T H TT TQ F	Rain Bird 1806-PRS 12 Series MPR Turf Spray 6" popup with pressure regulator.	5	30
Q T H TT TQ F	Rain Bird 1806-PRS 15 Series MPR Turf Spray 6" popup with pressure regulator.	29	30
4 6 8 10 12 15 18	Rain Bird 1806-PRS ADJ Turf Spray 6" popup with pressure regulator.	9	30
1401 1402 1404 1408	Rain Bird 1804-1400 Flood Flood Bubbler 4" popup	8	40

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	Rain Bird PEB Electric Remote Control Valve	6
C2	Rain Bird ESP8LXMEF-LXMM with (02) ESPLXMSM4 16 Station Capable Commercial Controller. Mounted on a Powder-Coated Metal Cabinet. Flow Sensing and Water Management Capabilities.	1
R2	Rain Bird RSD-BEx Rain Sensor, with bracket, extension wire	1
POC2	3 hp Centrifugal Pump and 3" Well	1
	Irrigation Lateral Line: CPVC Schedule 40	2,234 l.f.
	Irrigation Mainline: CPVC Schedule 40	842.3 l.f.
	Pipe Sleeve: PVC Schedule 80 Typical pipe sleeve for irrigation pipe. Pipe sleeve size shall allow for irrigation piping and their related couplings to easily slide through sleeving material. Extend sleeves 18 inches beyond edges of paving or construction.	606.1 l.f.

Valve Callout


VALVE SCHEDULE POC 2

NUMBER	MODEL	SIZE	TYPE	GPM	HEADS	PIPE	WIRE	DESIGN PSI	FRICTION LOSS	PSI	PSI @ POC	PRECIP
B1	Rain Bird PEB	1-1/2"	Turf Spray	42.08	28	442.2	53.8	30	0.47	33.99	34.56	0.96 in/h
B2	Rain Bird PEB	1-1/2"	Turf Spray	36.04	26	384.7	155.5	30	0.53	34.07	35.53	1.47 in/h
B3	Rain Bird PEB	1-1/2"	Turf Spray	25.04	18	254.7	556.1	30	0.55	34.30	38.87	1.14 in/h
B4	Rain Bird PEB	1-1/2"	Turf Spray	32.00	27	357.4	416.1	30	0.54	34.12	37.42	1.24 in/h
B5	Rain Bird PEB	1-1/2"	Turf Spray	21.83	22	509.0	330.1	30	0.45	34.30	35.58	2.32 in/h
B6	Rain Bird PEB	1-1/2"	Turf Spray	35.93	16	286.1	129.5	30	0.49	34.03	35.23	0.87 in/h
	Common Wire						842.3					

WATERING SCHEDULE POC 2

NUMBER	MODEL	TYPE	PRECIP	IN./WEEK	MIN./WEEK	GAL./WEEK	GAL./DAY
B1	Rain Bird PEB	Turf Spray	0.96 in/h	1	63	2,651	
B2	Rain Bird PEB	Turf Spray	1.47 in/h	1	41	1,478	
B3	Rain Bird PEB	Turf Spray	1.14 in/h	1	53	1,327	
B4	Rain Bird PEB	Turf Spray	1.24 in/h	1	49	1,568	
B5	Rain Bird PEB	Turf Spray	2.32 in/h	1	26	567.6	
B6	Rain Bird PEB	Turf Spray	0.87 in/h	1	69	2,479	
		TOTALS:			301	10,071	

CRITICAL ANALYSIS POC 2

Generated: 2019-04-18 11:29

P.O.C. NUMBER: 02
Water Source Information: 3 hp Centrifugal Pump and 3" Well

FLOW AVAILABLE
Custom Max Flow: 40.00 gpm
Flow Available: 40.00 gpm

PRESSURE AVAILABLE
Static Pressure at POC: 43.00 psi
Pressure Available: 43.00 psi

DESIGN ANALYSIS
Maximum Station Flow: 42.08 gpm
Flow Available at POC: 40.00 gpm
Residual Flow Available: -2.08 gpm

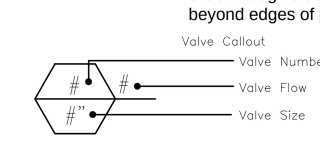
Critical Station: B3
Design Pressure: 30.00 psi
Friction Loss: 0.54 psi
Fittings Loss: 0.01 psi
Elevation Loss: 0.00 psi
Loss through Valve: 3.75 psi
Pressure Req. at Critical Station: 34.30 psi
Loss for Fittings: 0.09 psi
Loss for Main Line: 4.48 psi
Loss for POC to Valve Elevation: 0.00 psi
Loss for Backflow: 0.00 psi
Critical Station Pressure at POC: 38.87 psi
Pressure Available: 43.00 psi
Residual Pressure Available: 4.13 psi

IRRIGATION SCHEDULE POC 3

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI
EST LCS RCS CST SST	Rain Bird 1806-PRS 15 Strip Series Turf Spray 6" popup with pressure regulator.	103	30
Q T H F	Rain Bird 1806-PRS 5 Series MPR Turf Spray 6" popup with pressure regulator.	3	30
Q T H F	Rain Bird 1806-PRS 8 Series MPR Turf Spray 6" popup with pressure regulator.	28	30
SST	Rain Bird 1806-PRS 15 Strip Series Turf Spray 6" popup with pressure regulator.	54	30
Q T H F	Rain Bird 1806-PRS 10 Series MPR Turf Spray 6" popup with pressure regulator.	19	30
Q T H TT TQ F	Rain Bird 1806-PRS 15 Series MPR Turf Spray 6" popup with pressure regulator.	21	30
4 6 8 10 12 15 18	Rain Bird 1806-PRS ADJ Turf Spray 6" popup with pressure regulator.	5	30

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI	GPM	RADIUS
0.75	Rain Bird 3500-S Shrub Rotor,adjustable and full circle	6	25	0.54	15'
1.0	Rain Bird 3500-S Shrub Rotor,adjustable and full circle	7	25	0.77	20'
1.5	Rain Bird 3500-S Shrub Rotor,adjustable and full circle	1	25	1.06	23'
2.0	Rain Bird 3500-S Shrub Rotor,adjustable and full circle	4	25	1.40	27'
3.0	Rain Bird 3500-S Shrub Rotor,adjustable and full circle	1	25	2.17	29'
4.0	Rain Bird 3500-S Shrub Rotor,adjustable and full circle	2	25	2.97	31'

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	Rain Bird PEB Electric Remote Control Valve	12
C3	Rain Bird ESP8LXMEF-LXMM with (02) ESPLXMSM4 16 Station Capable Commercial Controller. Mounted on a Powder-Coated Metal Cabinet. Flow Sensing and Water Management Capabilities.	1
R3	Rain Bird RSD-BEx Rain Sensor, with bracket, extension wire	1
POC3	3 hp Centrifugal Pump and 3" Well	1
	Irrigation Lateral Line: CPVC Schedule 40	3,786 l.f.
	Irrigation Mainline: CPVC Schedule 40	1,101 l.f.
	Pipe Sleeve: PVC Schedule 80 Typical pipe sleeve for irrigation pipe. Pipe sleeve size shall allow for irrigation piping and their related couplings to easily slide through sleeving material. Extend sleeves 18 inches beyond edges of paving or construction.	390.7 l.f.

Valve Callout


VALVE SCHEDULE POC 3

NUMBER	MODEL	SIZE	TYPE	GPM	HEADS	PIPE	WIRE	DESIGN PSI	FRICTION LOSS	PSI	PSI @ POC	PRECIP
C1	Rain Bird PEB	1-1/2"	Turf Spray	29.35	26	356.0	137.2	30	0.50	34.12	36.67	1.33 in/h
C2	Rain Bird PEB	1-1/2"	Shrub Rotor	16.83	15	306.2	123.5	25	0.39	29.29	30.12	0.50 in/h
C3	Rain Bird PEB	1-1/2"	Turf Spray	30.42	24	395.6	126.2	30	0.57	34.16	36.71	1.50 in/h
C4	Rain Bird PEB	1-1/2"	Turf Spray	34.66	22	331.7	243.9	30	0.55	34.11	39.25	3.04 in/h
C5	Rain Bird PEB	1-1/2"	Turf Spray	29.58	18	247.1	292.5	30	0.55	34.16	38.33	11.65 in/h
C6	Rain Bird PEB	1-1/2"	Turf Spray	28.54	18	244.8	356.9	30	0.55	34.19	38.34	7.40 in/h
C7	Rain Bird PEB	1-1/2"	Shrub Rotor	6.57	6	149.7	476.1	25	0.37	29.27	29.54	0.47 in/h
C8	Rain Bird PEB	1-1/2"	Turf Spray	34.28	32	402.7	516.3	30	0.60	34.16	39.78	1.68 in/h
C9	Rain Bird PEB	1-1/2"	Turf Spray	28.72	30	425.9	499.1	30	0.43	34.07	38.18	1.53 in/h
C10	Rain Bird PEB	1-1/2"	Turf Spray	22.94	16	199.1	387.7	30	0.54	34.35	37.15	1.51 in/h
C11	Rain Bird PEB	1-1/2"	Turf Spray	29.74	25	363.6	294.3	30	0.55	34.16	38.38	0.97 in/h
C12	Rain Bird PEB	1-1/2"	Turf Spray	33.71	22	363.9	284.5	30	0.59	34.15	39.41	1.10 in/h
	Common Wire						1,101					

POC 3

WATERING SCHEDULE

NUMBER	MODEL	TYPE	PRECIP	IN./WEEK	MIN./WEEK	GAL./WEEK	GAL./DAY
C1	Rain Bird PEB	Turf Spray	1.33 in/h	1	46	1,350	
C2	Rain Bird PEB	Shrub Rotor	0.50 in/h	1	120	2,020	
C3	Rain Bird PEB	Turf Spray	1.50 in/h	1	40	1,217	
C4	Rain Bird PEB	Turf Spray	3.04 in/h	1	20	693.2	
C5	Rain Bird PEB	Turf Spray	11.65 in/h	1	6	177.5	
C6	Rain Bird PEB	Turf Spray	7.40 in/h	1	9	256.9	
C7	Rain Bird PEB	Shrub Rotor	0.47 in/h	1	129	847.5	
C8	Rain Bird PEB	Turf Spray	1.68 in/h	1	36	1,234	
C9	Rain Bird PEB	Turf Spray	1.53 in/h	1	40	1,149	
C10	Rain Bird PEB	Turf Spray	1.51 in/h	1	40	917.6	
C11	Rain Bird PEB	Turf Spray	0.97 in/h	1	63	1,874	
C12	Rain Bird PEB	Turf Spray	1.10 in/h	1	55	1,854	
		TOTALS:			604	13,590	

CRITICAL ANALYSIS POC 3

Generated: 2017-12-18 09:30

P.O.C. NUMBER: 03
Water Source Information: 3 hp Centrifugal Pump and 3" Well

FLOW AVAILABLE
Custom Max Flow: 40.00 gpm
Flow Available: 40.00 gpm

PRESSURE AVAILABLE
Static Pressure at POC: 43.00 psi
Pressure Available: 43.00 psi

DESIGN ANALYSIS
Maximum Station Flow: 34.66 gpm
Flow Available at POC: 40.00 gpm
Residual Flow Available: 5.34 gpm

Critical Station: C4
Design Pressure: 30.00 psi
Friction Loss: 0.55 psi
Fittings Loss: 0.01 psi
Elevation Loss: 0.00 psi
Loss through Valve: 3.55 psi
Pressure Req. at Critical Station: 34.11 psi
Loss for Fittings: 0.13 psi
Loss for Main Line: 6.68 psi
Loss for POC to Valve Elevation: 0.00 psi
Loss for Backflow: 0.00 psi
Critical Station Pressure at POC: 40.92 psi
Pressure Available: 43.00 psi
Residual Pressure Available: 2.08 psi

THOMAS ENGINEERING GROUP
CIVIL ENGINEERS - PROJECT MANAGERS - LAND PLANNING - LANDSCAPE ARCHITECTS
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DRC SUBMITTAL

PROJECT No.: F160048
DRAWN BY: CAD
CHECKED BY: ROT
DATE: 11-02-2017
CAD I.D.: F160048-IRRIGATION PLAN

PROJECT:

NWC OF STIRLING RD. & PHIPPEN WAITERS RD.

FOR

MASTER DEVELOPMENT

DANIA BEACH
FLORIDA

THOMAS ENGINEERING GROUP
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MICHAEL D. GROSSWIRTH
REGISTERED LANDSCAPE ARCHITECT
LA 6666871
April 24, 2019
FLORIDA LICENSE No. 6666871
FLORIDA BUSINESS CERT. OF AUTH. No. 27528

SHEET TITLE:

IRRIGATION SCHEDULES

SHEET NUMBER:

L-7

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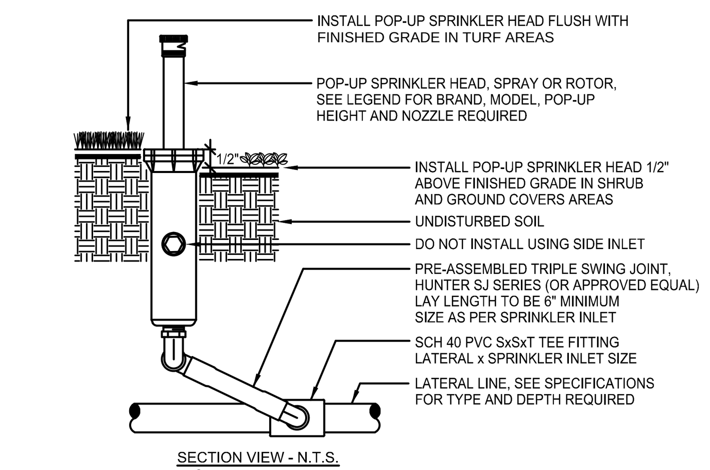
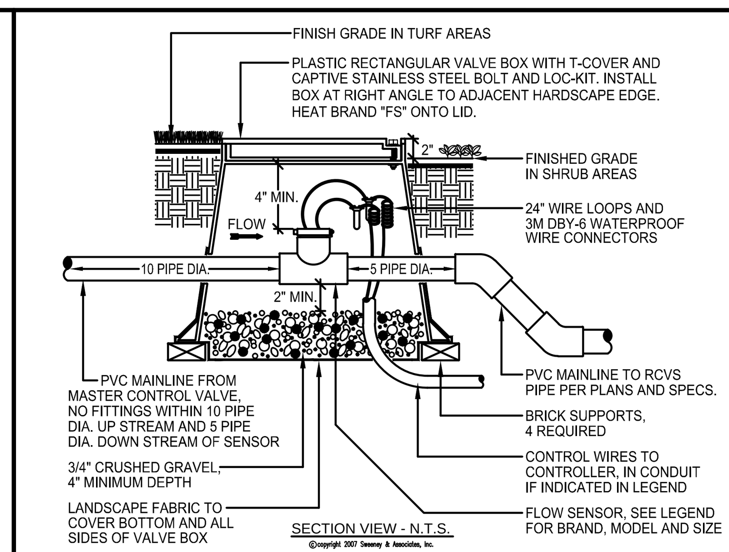
Printed on Wednesday, April 24, 2019, 8:59 AM by Mike Troxell
G:\2019\CREIGHTON CONST & DEV\F190007 - 7-11, DANIA BEACH\DWG\2019-03-20 DRC SUBMITTAL\LANDSCAPE\F160048-IRRIGATION PLAN---->LAYOUT: L-7



NOTE:
INSTALL SPRINKLER HEADS 6" FROM PAVING EDGE IN SHRUB AND GROUND COVER AREAS.
INSTALL SPRINKLER HEADS 12" FROM THE FACE OF BUILDING WALLS OR WINDOWS.
INSTALL SPRINKLER HEADS 4" FROM PAVING EDGE IN TURF AREAS.

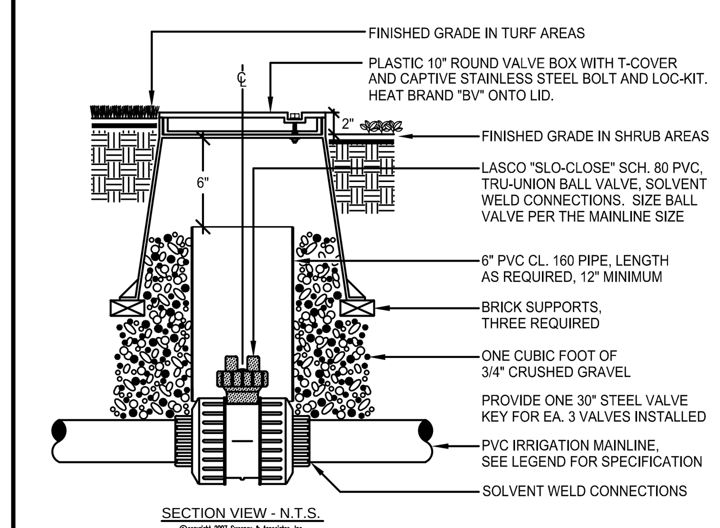
INSTALL SPRINKLER HEADS PLUMB. ADJUST SPRAYS OR NOZZLE STREAM TO COVER LANDSCAPE AREA WITHOUT OVERSPRAY ONTO PAVING, FENCES, WALLS OR BUILDINGS.

(A) POP-UP SPRINKLER

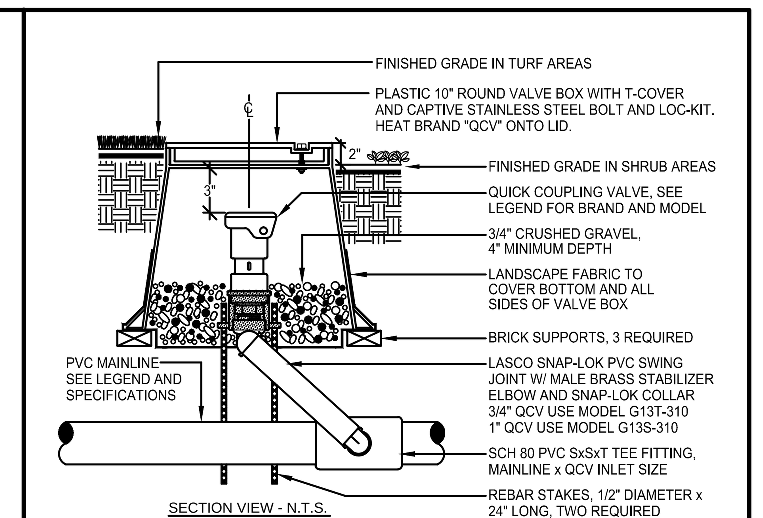


NOTE:
USE STANDARD OPENINGS PROVIDED IN VALVE BOX FOR PIPE, DO NOT CUT BOX.
USE SCH 80 PVC 45 DEGREE ELLS TO ACHIEVE MAINLINE DEPTH AS REQUIRED.

(C) FLOW SENSOR

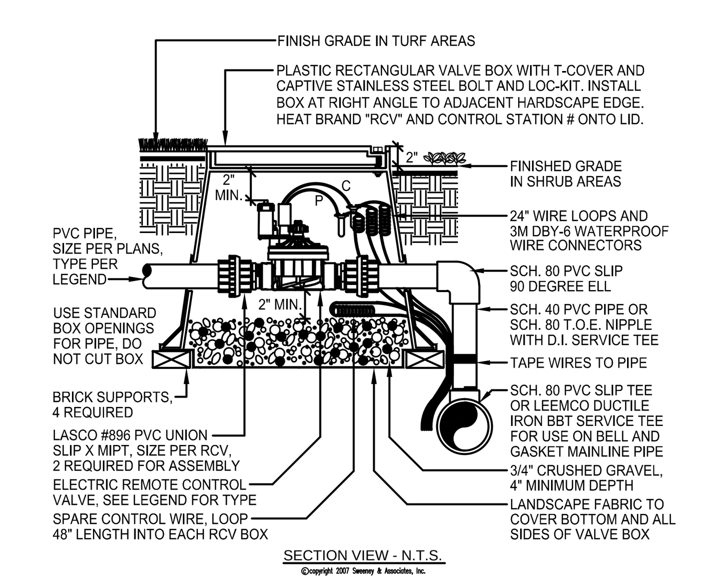


(D) BALL VALVE

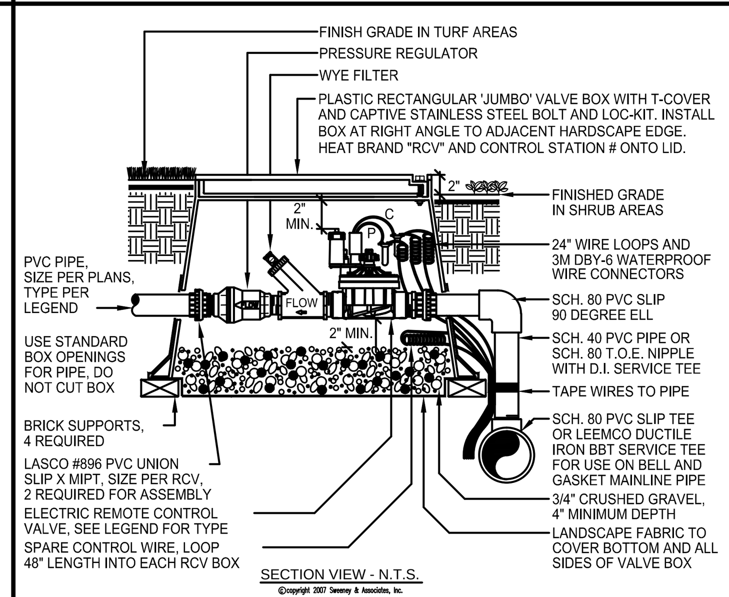


NOTE:
USE AN APPROVED, NON-HARDENING, TEFLON ASSEMBLY PASTE ON ALL THREADED FITTINGS.

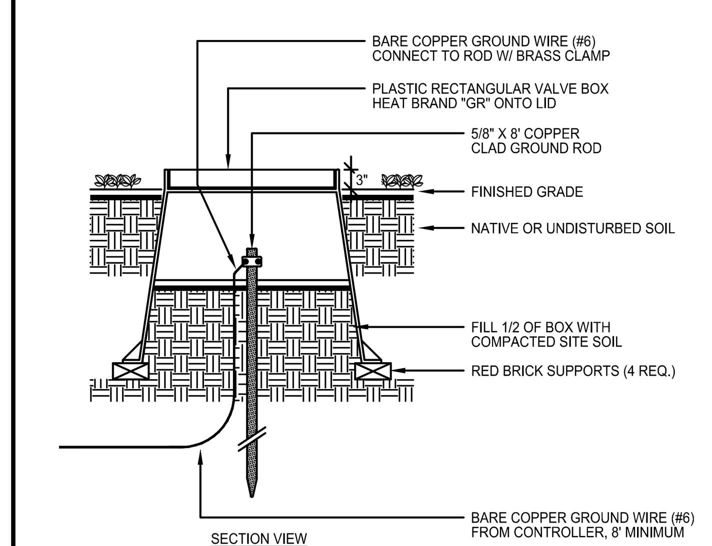
(E) QUICK COUPLER VALVE



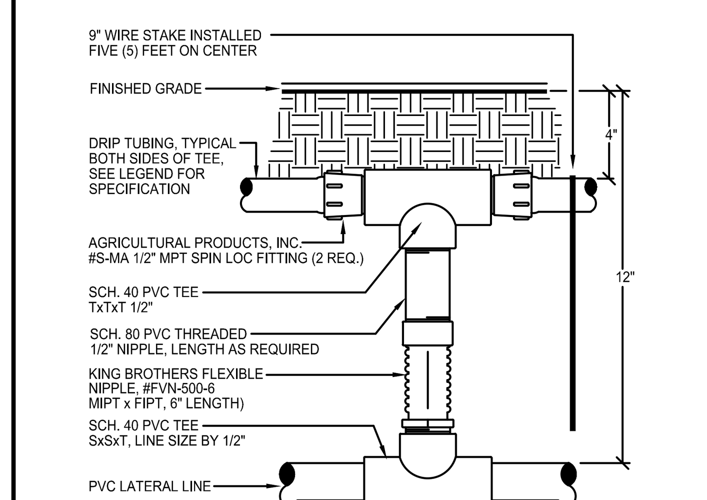
(F) REMOTE CONTROL VALVE



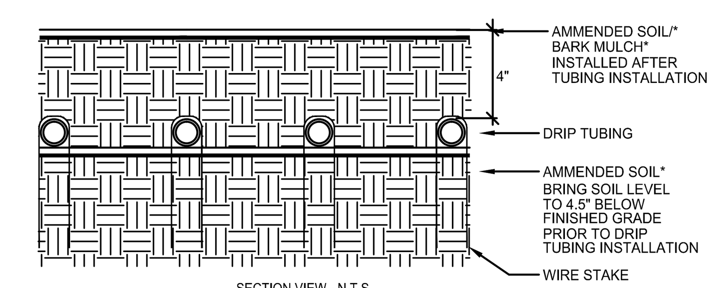
(G) DRIP RCV ASSEMBLY



(I) GROUND ROD INSTALLTION



(J) DRIPLINE TUBING



* AS PER LANDSCAPE DRAWINGS

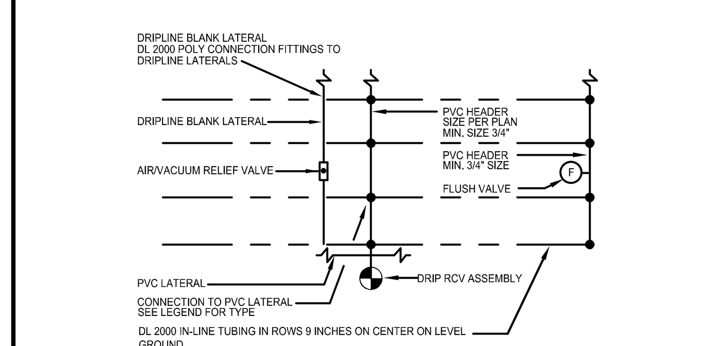
RECOMMENDED INSTALLATION:

TO INSURE EVEN PARALLEL AND LEVEL TUBING ROWS IT IS RECOMMENDED THAT THE SOIL LEVEL IN THE PLANTER AREAS BE BROUGHT TO 4.5" BELOW FINISHED GRADE AND PROPERLY COMPACTED AS PER THE LANDSCAPED DRAWINGS PRIOR TO THE INSTALLATION OF THE TUBING.

INSTALL TUBING AS INDICATED ON THESE DRAWINGS AND SECURE TO GRADE USING WIRE HOOP STAKES AT 5 FEET ON CENTER SPACING.

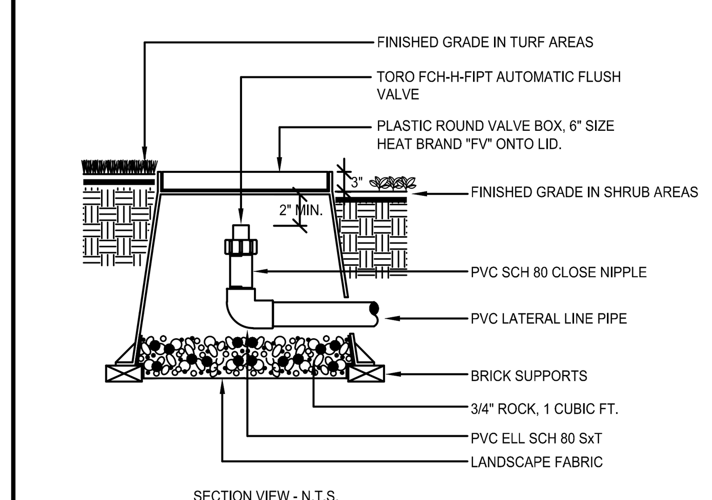
BACKFILL FINAL 4.5" OF SOIL/BARK MULCH OVER THE TUBING AFTER INSTALLATION OF THE TUBING AND OBSERVATION BY THE OWNER'S AUTHORIZED REPRESENTATIVE.

(K) DRIPLINE CONNECTION(SECTION)

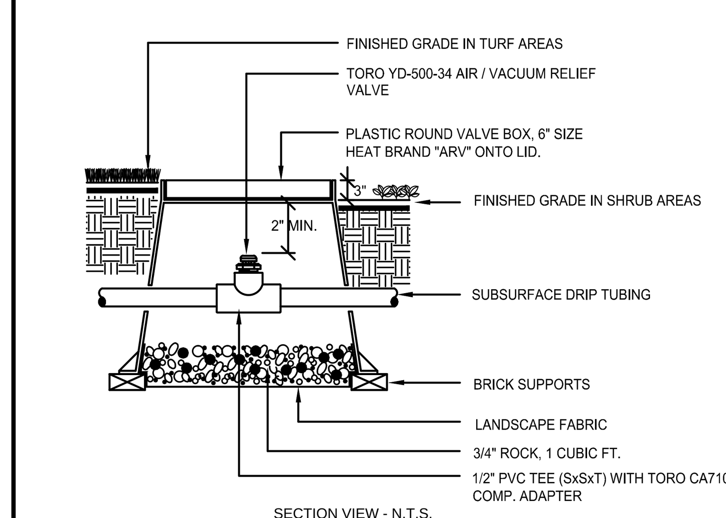


INSTALL DRIP FLUSH VALVE PER DETAIL AT THE END OF EACH TUBING SECTION PER PLAN
INSTALL AIR RELIEF VALVES PER DETAIL, AT HIGH POINTS OF EACH TUBING SECTION PER PLAN.
RUN AIR/VACUUM RELIEF BLANK TUBING LATERAL ALONG HIGH POINT OF MOUND OR BERM.
ATTACH ALL IN-LINE DRIP TUBING TO BLANK LATERAL. MORE THAN TWO RELIEF VALVES MAY NEED TO BE INSTALLED PER SECTION

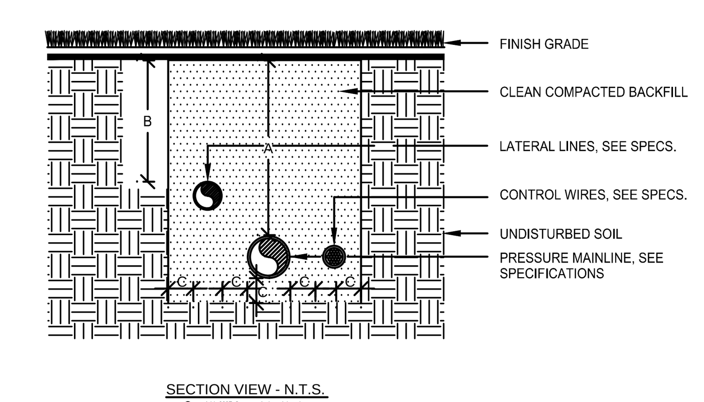
(L) DRIPLINE CONNECTION(PLAN)



(M) DRIP FLUSH VALVE

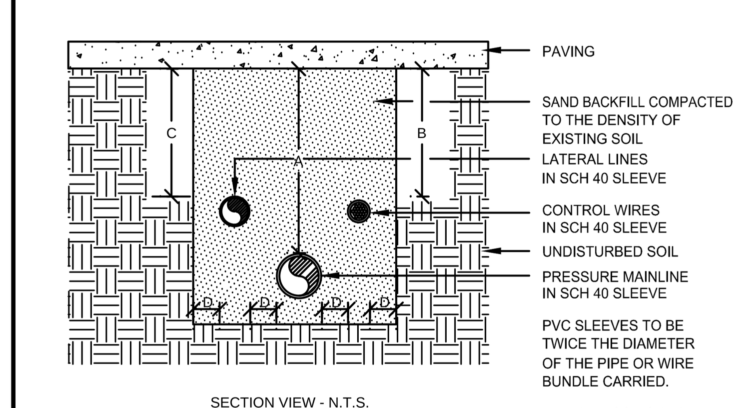


(N) DRIP AIR RELIEF VALVE



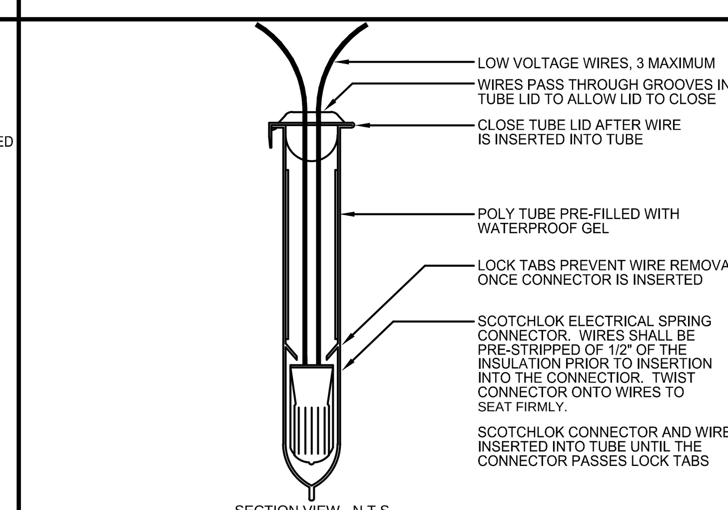
DIMENSION	A	B	C
1/2" TO 2-1/2" IN SIZE	18"	12"	4"
3" TO 6" IN SIZE	24"	X	4"

(O) PIPE INSTALLATION



DIMENSION	A	B	C	D
1 1/2" TO 6" IN SIZE	36"	24"	24"	4"

(P) SLEEVE INSTALLATION

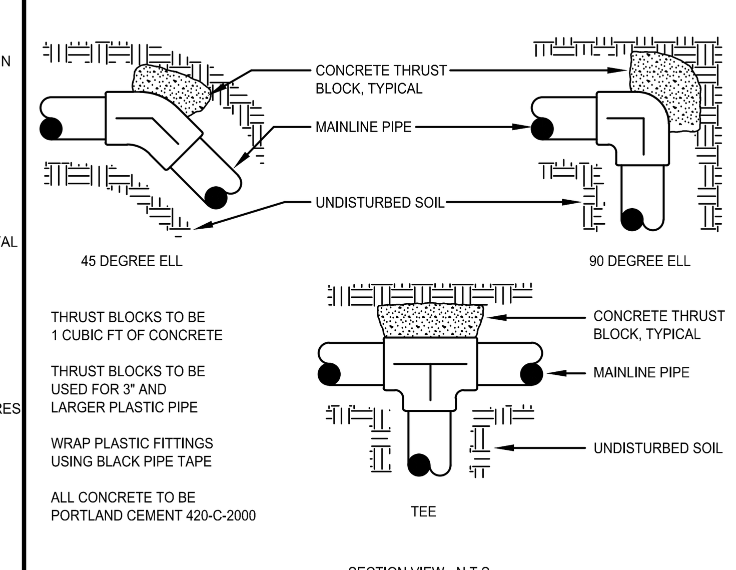


NOTE:
WIRE CONNECTOR SHALL BE A 3M DBY-6 DIRECT BURY SPLICE KIT.

KIT SHALL INCLUDE A SCOTCHLOK Y SPRING CONNECTOR, A POLYPROPYLENE TUBE AND A WATERPROOF SEALING GEL. TUBE SHALL BE SUPPLIED PREFILLED WITH GEL.

DIRECT BURY SPLICE KIT SHALL BE USED TO ELECTRICALLY CONNECT 2 - 3 #14 OR 2 #12 PRE-STRIPPED COPPER WIRES. LARGER WIRES OR GREATER QUANTITIES OF WIRES SHALL REQUIRE A LARGER APPROVED WIRE CONNECTION.

(Q) WIRE CONNECTION



THRUST BLOCKS TO BE 1 CUBIC FT OF CONCRETE

THRUST BLOCKS TO BE USED FOR 3" AND LARGER PLASTIC PIPE

WRAP PLASTIC FITTINGS USING BLACK PIPE TAPE

ALL CONCRETE TO BE PORTLAND CEMENT 420-C-2000

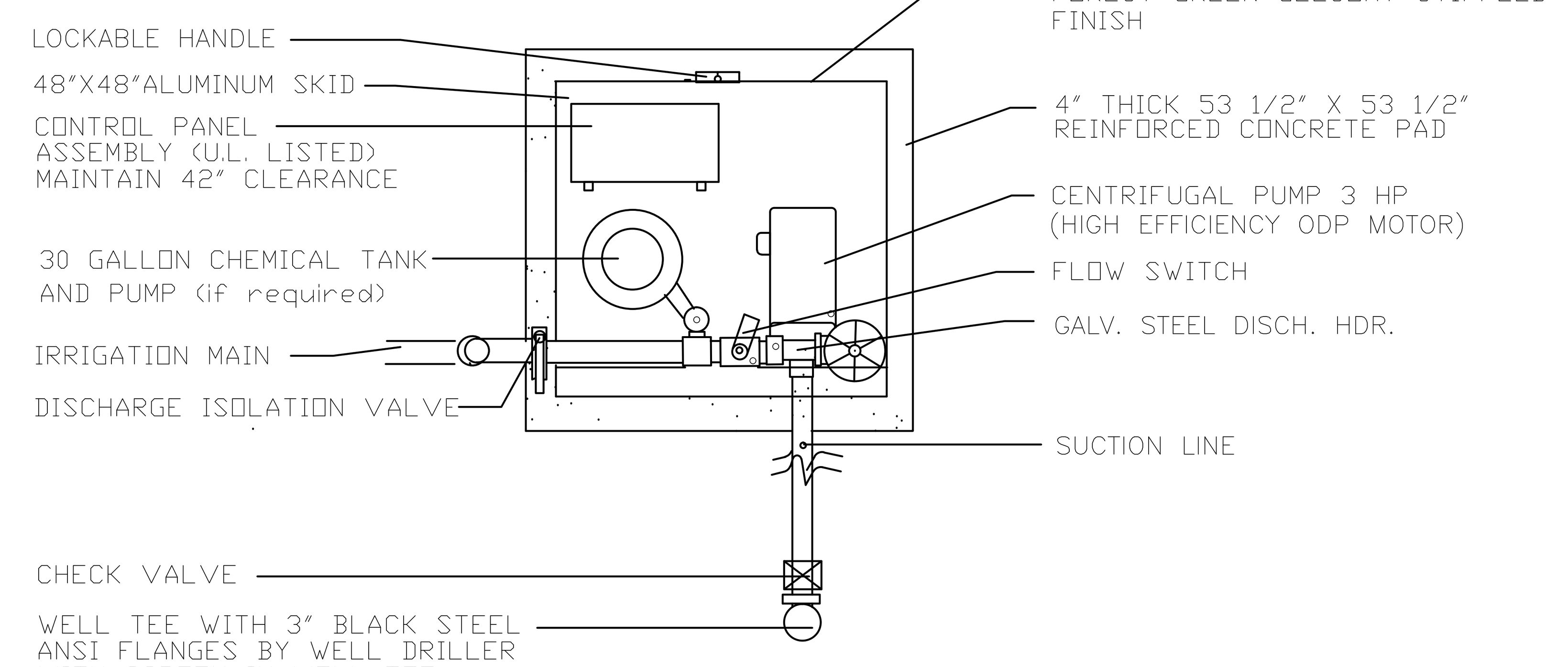
(R) THRUST BLOCKING

NOTE: SUCTION PIPE SHALL BE SCHED 40 GALVANIZED STEEL WITH GALVANIZED ROLL GROOVE FITTINGS FROM THE PUMP TO THE WELL TEE. CHECK VALVES 3" AND LARGER SHALL BE SWING TYPE, 2" AND SMALLER SHALL BE POPPET STYLE

PROVIDE MINIMUM OF 4' CLEARANCE ON ALL SIDES OF PUMP SYSTEMS

* OPTIONAL FEATURES ARE INCLUDED IF MARKED WITH AN "X"
__ PRESSURE CONTROL VALVE
__ IRRIGATION CONTROLLER _ STATIONS, RAIN SENSOR ON 8' POLE
__ PRESSURE TANK FOR PRESSURE DEMAND SYSTEMS
-- RUST INHIBITOR TANK

SAFETY FEATURES:
CLOCK START:
-TRANSIENT SURGE
-LOSS OF PRIME
-NO FLOW



PLAN VIEW NTS

PUMP PERFORMANCE
40 GPM @ 115 TDH, 43 PSI

HOOVER PUMPING MODEL: HCF-3CS-230/3-C,W
Pompano Beach, Florida, Tel: 954-971-7350

FILE PN12119.DWG 02/12
ADDED INJECTOR TANK AND PUMP 03/1/12

CENTRIFUGAL PUMP SYSTEM DETAIL
FIBERGLASS ENCLOSED SINGLE WELL SUCTION CLOCK START

OR APPROVED EQUAL -
IRRIGATION CONTRACTOR
TO SUBMIT ALTERNATE PUMP
WITH EQUIVALENT PERFORMANCE
SPECIFICATIONS FOR REVIEW
AND APPROVAL BY OWNER AND
LANDSCAPE ARCHITECT.

THOMAS ENGINEERING GROUP
CIVIL ENGINEERS - PROJECT MANAGERS - LAND PLANNING - LANDSCAPE ARCHITECTS
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4950 W. KENNEDY BLVD. SUITE 600 TAMPA, FL 33609 P: 813-379-4100
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PROJECT No.: F160048
DRAWN BY: CAD
CHECKED BY: ROT
DATE: 11-02-2017
CAD I.D.: F160048-IRRIGATION PLAN

PROJECT:

NWC OF STIRLING RD. & PHIPPEN WAITERS RD.

FOR

MASTER DEVELOPMENT

DANIA BEACH
FLORIDA

THOMAS ENGINEERING GROUP
RADICE III
1000 CORPORATE DRIVE, SUITE 250
FORT LAUDERDALE, FL 33334
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FLORIDA LICENSE No. 6666871
FLORIDA BUSINESS CERT. OF AUTH. No. 27528
REGISTERED LANDSCAPE ARCHITECT MICHAEL D. GROSSWIRTH LA 6666871 STATE OF FLORIDA
April 24, 2019

SHEET TITLE:

IRRIGATION DETAILS

SHEET NUMBER:

L-8

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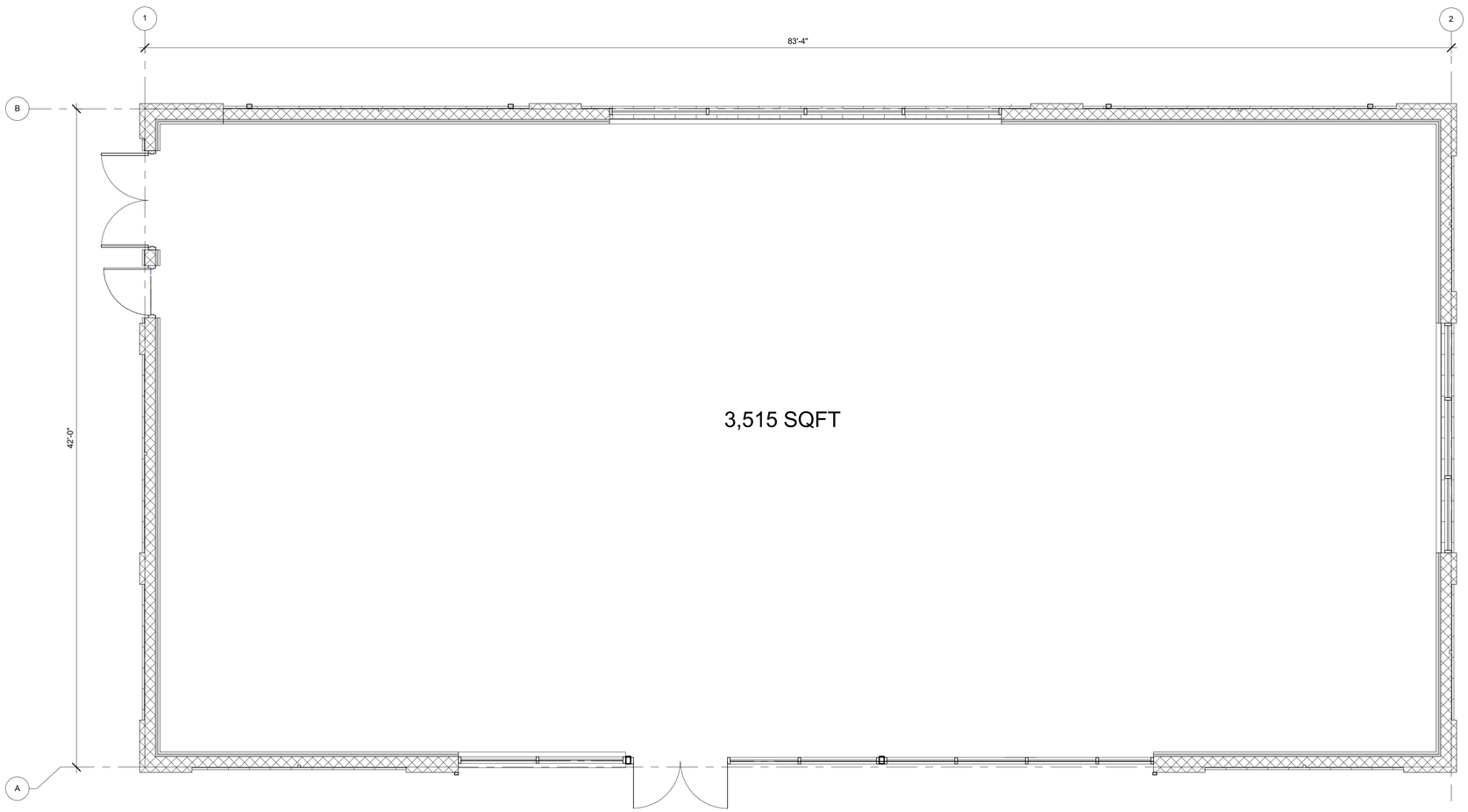

1 R0.00 **SHELL PLAN**
1/4" = 1'-0"

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3200 HACKBERRY ROAD, IRVING, TX 75063

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CAPE CORAL, FL

03/12/19

Architect Name - RYAN M FAUST
Architect Number - AR97905

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REVISIONS

NO.	DATE	DESCRIPTION

PROJECT NUMBER:	18217
RELEASE DATE:	03/12/19

SHELL PLAN

R0.00

\\baserver-nwa\NWA-PROJECTS\2018 PROJECTS\18217 - 7-11 Dania Beach, FL @ Stirling Rd\06 - Models\01 - Revit\01 - Architecture\18217 DANIA BEACH FL_A_R16.rvt

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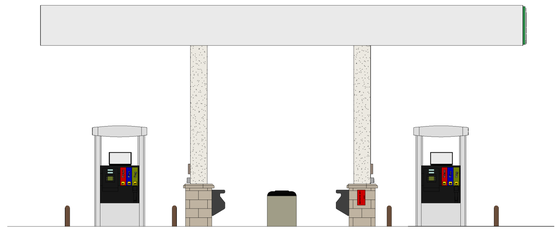


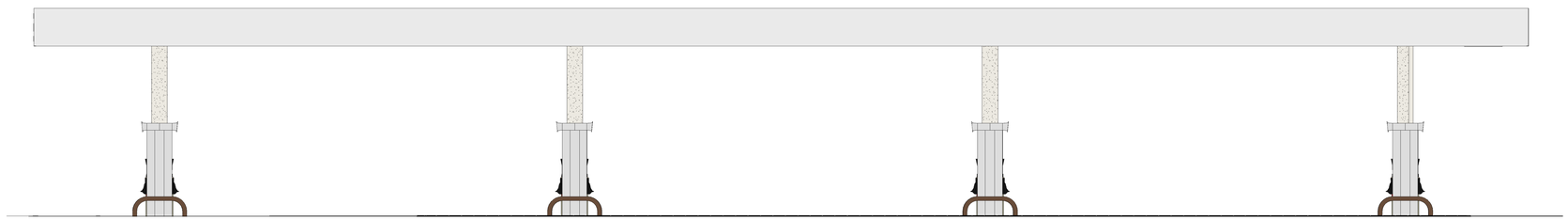
6 R0.01 **RBE FUEL CANOPY - SHORT**
3/16" = 1'-0"

7 R0.01 **NICHIHA VINTAGE WOOD - CEDAR**
3/16" = 1'-0"

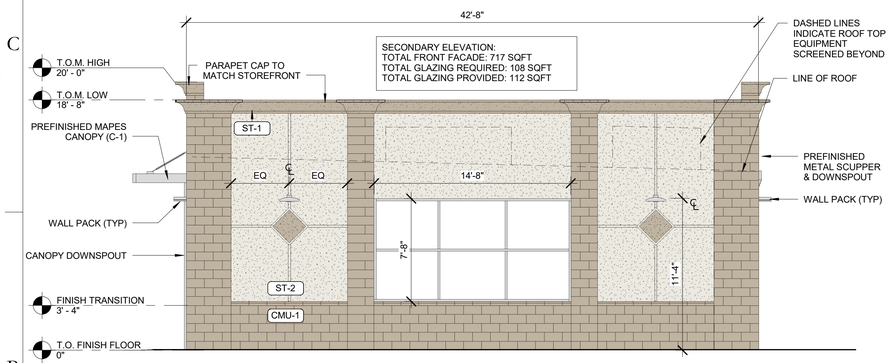
EXTERIOR MATERIALS SCHEDULE

(NOT ALL MATERIALS IN SCHEDULE ARE USED)

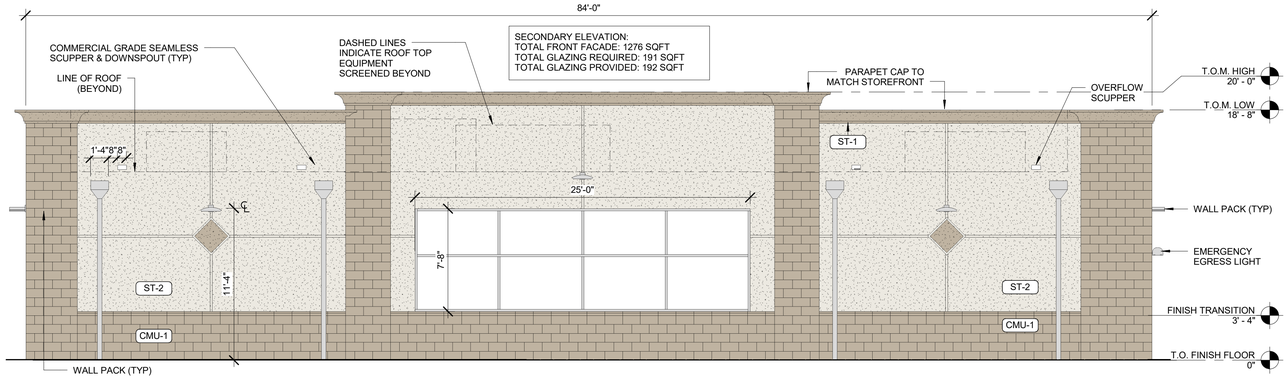
NO.	MATERIAL	MANUFACTURER	COLOR
MR-1	MEMBRANE ROOFING	DUROLAST	WHITE
P-3	EXTERIOR HM DOORS, FRAMES, TRASH ENCLOSURE GATE, GRAVEL GUARDS, AND LIGHT POLES	SHERWIN WILLIAMS	SEAL SKIN SW 7675
P-6	EXTERIOR BOLLARDS	SHERWIN WILLIAMS	SEAL SKIN SW 7675
S-1	ALUMINUM STOREFRONT GLAZING, CAP FLASHING	KAWNEER	CLEAR ANODIZED
C-1	PREFINISHED ALUMINUM CANOPY	MAPES LUMISHADE CANOPY	NATURAL BRUSHED ALUMINUM
ST-1	STUCCO	DRYVIT OR EQUAL	PAINTED P-1
ST-2	STUCCO	DRYVIT OR EQUAL	PAINTED P-2
CMU-1	MASONRY BLOCK	TBD	PANTED (P-1)
P-1	PAINTED CMU BLOCK	SHERWIN WILLIAMS	BALANCED BEIGE SW 7037
P-2	AWNING, GUTTERS, DOWNSPOUTS, WALL PACK		NATURAL BRUSHED ALUMINUM
WD-1	NICHIHA VINTAGE WOOD	NICHIHA	CEDAR



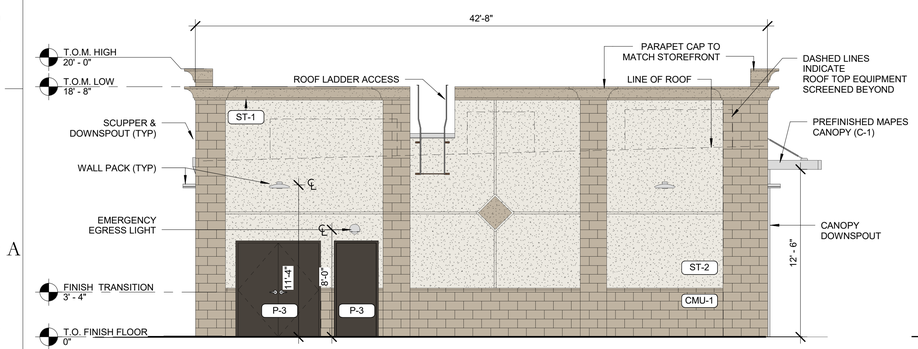
5 R0.01 **RBE FUEL CANOPY - LONG**
3/16" = 1'-0"



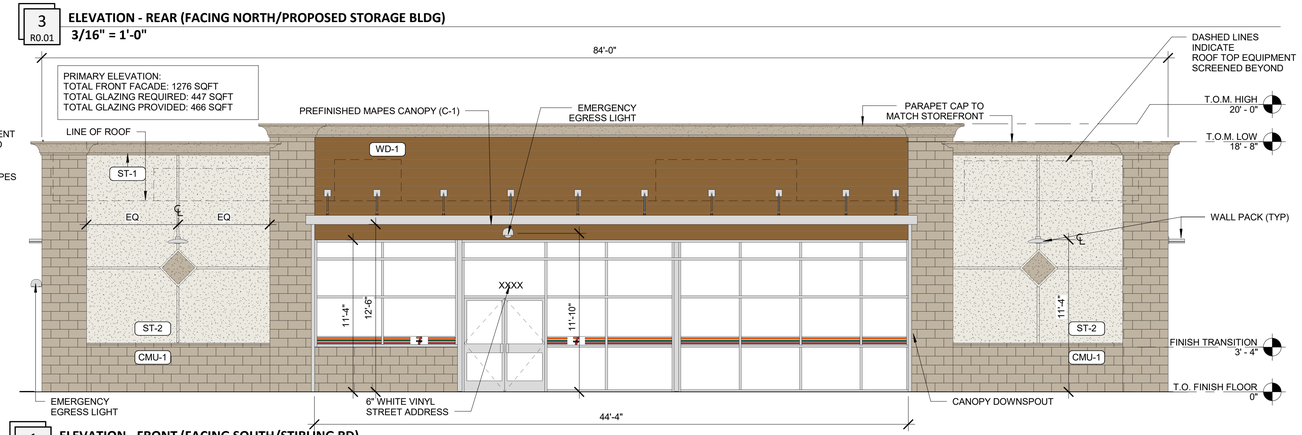
4 R0.01 **ELEVATION - RIGHT (FACING EAST/PROPOSED ALDI)**
3/16" = 1'-0"



3 R0.01 **ELEVATION - REAR (FACING NORTH/PROPOSED STORAGE BLDG)**
3/16" = 1'-0"



2 R0.01 **ELEVATION - LEFT SIDE (FACING WEST/CAR WASH)**
3/16" = 1'-0"



1 R0.01 **ELEVATION - FRONT (FACING SOUTH/STIRLING RD)**
3/16" = 1'-0"

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CAPE CORAL, FL

03/12/19

Architect Name - RYAN M FAUST
Architect Number - AR97905

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REVISIONS

NO.	DATE	DESCRIPTION

PROJECT NUMBER: 18217
RELEASE DATE: 03/12/19

REVIEW BOARD ELEVATIONS

R0.01

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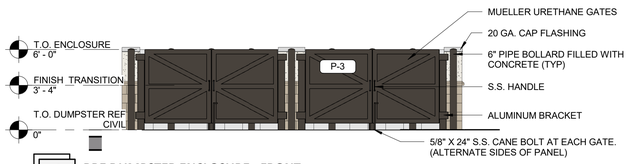
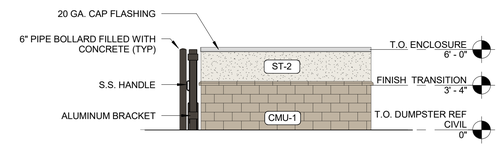


6 R0.02 **RBE DUMPSTER ENCLOSURE - FRONT**
3/16" = 1'-0"

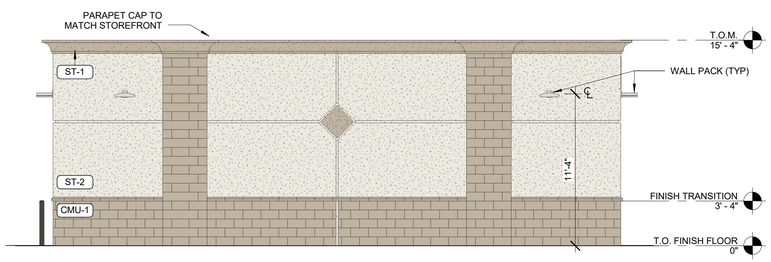


5 R0.02 **RBE DUMPSTER ENCLOSURE - SIDE**
3/16" = 1'-0"

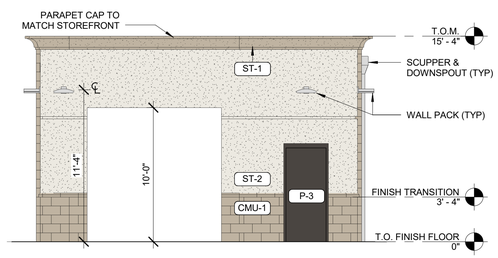
EXTERIOR MATERIALS SCHEDULE

(NOT ALL MATERIALS IN SCHEDULE ARE USED)

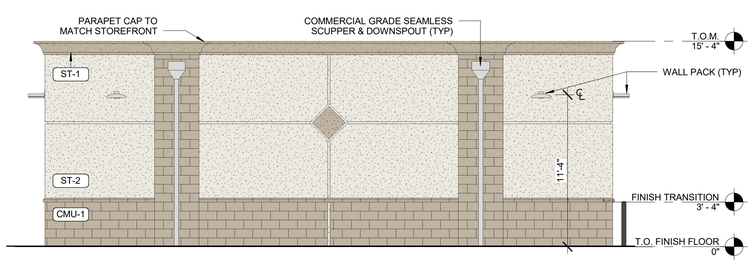
NO.	MATERIAL	MANUFACTURER	COLOR
MR-1	MEMBRANE ROOFING	DUROLAST	WHITE
P-3	EXTERIOR HM DOORS, FRAMES, TRASH ENCLOSURE GATE, GRAVEL GUARDS, AND LIGHT POLES	SHERWIN WILLIAMS	SEAL SKIN SW 7675
P-6	EXTERIOR BOLLARDS	SHERWIN WILLIAMS	SEAL SKIN SW 7675
S-1	ALUMINUM STOREFRONT GLAZING, CAP FLASHING	KAWNEER	CLEAR ANODIZED
C-1	PREFINISHED ALUMINUM CANOPY	MAPES LUMISHADE CANOPY	NATURAL BRUSHED ALUMINUM
ST-1	STUCCO	DRYVIT OR EQUAL	PAINTED P-1
ST-2	STUCCO	DRYVIT OR EQUAL	PAINTED P-2
CMU-1	MASONRY BLOCK	TBD	PANTED (P-1)
P-1	PAINTED CMU BLOCK	SHERWIN WILLIAMS	BALANCED BEIGE SW 7037
P-2	AWNING, GUTTERS, DOWNSPOUTS, WALL PACK		NATURAL BRUSHED ALUMINUM
WD-1	NICHIHA VINTAGE WOOD	NICHIHA	CEDAR



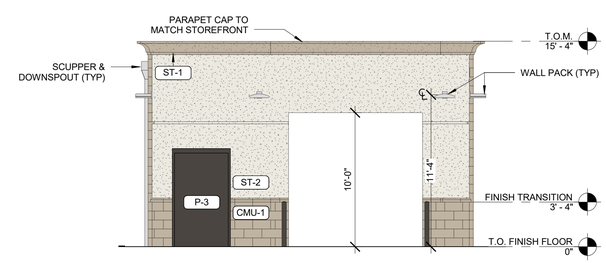
4 R0.02 **RBE CAR WASH - WEST SIDE**
3/16" = 1'-0"



3 R0.02 **RBE CAR WASH - EXIT (SOUTH)**
3/16" = 1'-0"



2 R0.02 **RBE CAR WASH - EAST SIDE**
3/16" = 1'-0"



1 R0.02 **RBE CAR WASH - ENTRANCE (NORTH)**
3/16" = 1'-0"

bates
502 SW A STREET, SUITE 2
BENTONVILLE, AR 72712
WWW.BATESFORUM.COM
TEL: 479.633.8165

Florida Certificate of Authority #AA26003602
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Contractor is responsible for confirming and correlating dimensions at job site; the Architect will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the project.

STORE #:
XXXXX

CONSTRUCTION MANAGER
CREIGHTON CONSTRUCTION & MANAGEMENT, LLC.
900 SW PINE ISLAND ROAD, SUITE 202
CAPE CORAL, FL

TENANT
7-ELEVEN INC.
3200 HACKBERRY ROAD, IRVING, TX 75063

PROTO:08-21-2017

7-ELEVEN STORE
STIRLING ROAD & PHIPPEN WAITERS ROAD
DANIA BEACH, FL 33004

CREIGHTON CONSTRUCTION & MANAGEMENT, LLC.
900 SW PINE ISLAND ROAD, SUITE 202
CAPE CORAL, FL

03/12/19

Architect Name - RYAN M FAUST
Architect Number - AR97905

THE SEAL AND SIGNATURE APPLY ONLY TO THE DOCUMENT TO WHICH THEY ARE AFFIXED AND WE EXPRESSLY DISCLAIM ANY RESPONSIBILITY FOR ALL OTHER PLANS, SPECIFICATIONS, ESTIMATES, REPORTS OR OTHER DOCUMENTS OR INSTRUMENTS RELATING TO OR INTENDED TO BE USED FOR ANY PART OR PARTS OF THE PROJECT.

REVISIONS

NO.	DATE	DESCRIPTION

PROJECT NUMBER: 18217
RELEASE DATE: 03/12/19

REVIEW BOARD ELEVATIONS

R0.02

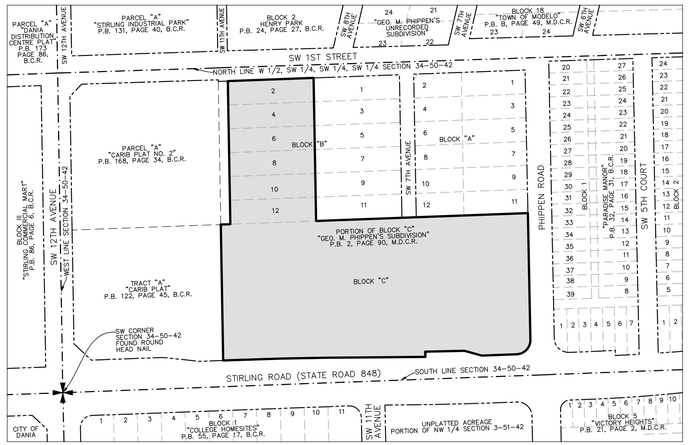
\\baserver-nwa\NWA-PROJECTS\2018 PROJECTS\18217 - 7-11 Dania Beach, FL @ Stirling Rd\06 - Models\01 - Revit\01 - Architecture\18217 DANIA BEACH FL_A_R16.rvt

LEGEND

	CONCRETE
	ASPHALT PAVEMENT
70.00'	ELEVATION
—OHW—	OVERHEAD WIRES
—STM—	UNDERGROUND STORM SEWER LINE
—SAN—	UNDERGROUND SANITARY SEWER LINE
℄	CENTERLINE
O.R.B.	OFFICIAL RECORDS BOOK
P.B.	PLAT BOOK
B.C.R.	BROWARD COUNTY RECORDS
M.D.C.R.	MAIMI–DADE COUNTY RECORDS
P.R.M.	PERMANENT REFERENCE MONUMENT
TP	TRAVERSE POINT (FOR FIELD INFORMATION ONLY)
R	RADIUS
CA	CENTRAL ANGLE
A	ARC LENGTH
	PALM TREE
	OAK TREE
	MAHOGANY TREE
	BLACK OLIVE TREE
	GUMBO LIMBO TREE
	WILD TAMARIND TREE
	PONCE DE LEON TREE
	UNIDENTIFIED TREE

NOTES:

1) THIS SITE CONTAINS 239,803 SQUARE FEET (5.5051 ACRES) MORE OR LESS.
2) ELEVATIONS ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988. BROWARD COUNTY BENCHMARK: 1131; ELEVATION: 6.102 FEET.
3) FLOOD ZONE: AH, BASE FLOOD ELEVATION: 6' AND AND AE, BASE FLOOD ELEVATION: 6'; PANEL: 120034 0567H; MAP DATE: 08/18/14.
4) THIS SITE LIES IN SECTION 34, TOWNSHIP 50 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA.
5) BEARINGS ARE BASED ON THE WEST LINE OF TRACT "A" BEING N00°55'57"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: MASTER DEVELOPMENT PARTNERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY; SIEGFRIED RIVERA HYMAN LERNER DE LA TORRE ET AL P.A.; ATTORNEYS' TITLE FUND SERVICES, LLC.; OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY.
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 76 TOTAL PARKING SPACES (76 REGULAR & 0 DISABLED).
10) THIS SURVEY WAS PREPARED WITH BENEFIT OF COMMITMENT FOR TITLE INSURANCE, FUND FILE NUMBER: 394980, PREPARED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY; EFFECTIVE DATE: DECEMBER 19, 2016 AT 11:00 PM. THE FOLLOWING ITEMS ARE SCHEDULE B–II EXCEPTIONS TO SAID COMMITMENT:
    - ITEMS 1, 2, 3 & 4–STANDARD EXCEPTIONS NOT ADDRESSED.
    - ITEM 5–EASEMENTS AND DEDICATIONS IN PLAT BOOK 2, PAGE 90, AFFECT THIS SITE AS DEPICTED HEREON. THERE ARE NO PLATTED EASEMENTS.
    - ITEMS 6 & 7–NOT ADDRESSED.
11) THIS SURVEY WAS PREPARED WITH BENEFIT OF COMMITMENT FOR TITLE INSURANCE, FUND FILE NUMBER:403249, PREPARED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY; EFFECTIVE DATE: JANUARY 12, 2017 AT 11:00 PM. THE FOLLOWING ITEMS ARE SCHEDULE B–II EXCEPTIONS TO SAID COMMITMENT:
    - ITEMS 1, 2, 3 & 4–STANDARD EXCEPTIONS NOT ADDRESSED.
    - ITEM 5–NOT ADDRESSED.
    - ITEM 6–ALL MATTERS IN PLAT BOOK 2, PAGE 90, AFFECT THIS SITE AS DEPICTED HEREON. THERE ARE NO PLATTED EASEMENTS.
12) THE LEGAL DESCRIPTION HAS BEEN MODIFIED TO INCLUDE ALL THE PARCELS WITHIN THE SURVEYED SITE.



VICINITY MAP
1"=150'

LEGAL DESCRIPTION:

PARCEL 1:
ALL OF BLOCK "C" OF "GEORGE M. PHIPPENS SUBDIVISION", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; LESS THE WEST 100 FEET OF THE EAST 130 FEET OF THE SOUTH 185 FEET AND LESS THE EAST 30 FEET FOR COUNTY ROAD, AND LESS THE ADJACENT PORTION OF RIGHT–OF–WAY PARCEL NO. 027 FOR STIRLING ROAD, RECORDED IN OFFICIAL RECORDS BOOK 9140, PAGE 170, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

PARCEL 2:
THE WEST 100 FEET OF THE EAST 130 FEET OF THE SOUTH 185 FEET OF BLOCK "C", "GEORGE M. PHIPPENS SUBDIVISION", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; LESS THEREFROM THE ADJACENT PORTION OF RIGHT–OF–WAY PARCEL NO. 027 FOR STIRLING ROAD, RECORDED IN OFFICIAL RECORDS BOOK 9140, PAGE 170, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

PARCEL 3:
LOTS 8, 10 AND 12, BLOCK "B", "GEORGE M. PHIPPENS SUBDIVISION", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.

SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

TOGETHER WITH:

LOTS 2, 4 AND 6, BLOCK B, "GEORGE M. PHIPPENS SUBDIVISION", ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 90, PUBLIC RECORDS OF MIAMI–DADE COUNTY, FLORIDA.

SAID LANDS NOW SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

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
☐ BETH BURNS, PROFESSIONAL SURVEYOR AND MAPPER LS6136
☐ VICTOR R. GILBERT, PROFESSIONAL SURVEYOR AND MAPPER LS6274
STATE OF FLORIDA

SHEET 1 OF 2

THIS DOCUMENT IS NEITHER FULL NOR COMPLETE WITHOUT SHEETS 1 AND 2

NO.	REVISIONS	BY
5		
4		
3		
2		
1	#64280–BOUNDARY WITH ROW DEDICATIONS	L.S.

STIRLING SQUARE
602-1190 STIRLING ROAD
DANIA BEACH, BROWARD COUNTY
FLORIDA 33004

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: surveys@pulicelandsurveyors.com
CERTIFICATE OF AUTHORIZATION LB#3870

DRAWN BY: B.E.	SCALE: 1" = 150'	FILE: MASTER DEVELOPMENT
CHECKED BY: J.F.P.	SURVEY DATE: 01/20/17	ORDER NO.:64280

0' 150' 300' 450'
GRAPHIC SCALE
1"=150'

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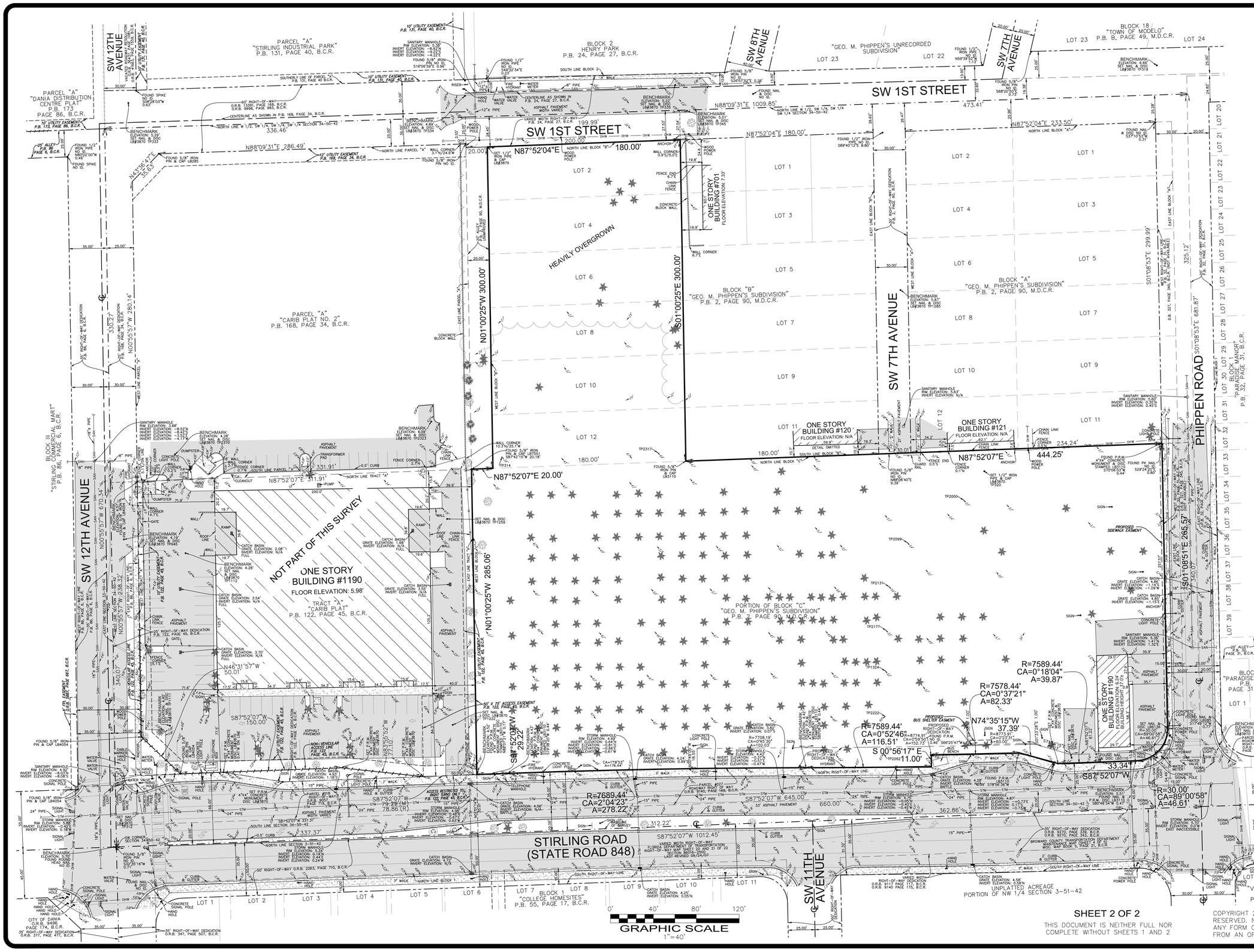

STIRLING SQUARE
602-1190 STIRLING ROAD
DANIA BEACH, BROWARD COUNTY
FLORIDA 33004

BOUNDARY AND TOPOGRAPHIC SURVEY

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SUNRISE, FLORIDA 33351
TELEPHONE: (954) 572-1777
FAX: (954) 572-1778
E-MAIL: surveys@pulicelandsurveyors.com
CERTIFICATE OF AUTHORIZATION LB#3870

DRAWN BY: B.E.	SCALE: 1" = 40'	FILE: MASTER DEVELOPMENT
CHECKED BY: J.F.P.	SURVEY DATE: 01/20/17	ORDER NO.: 64280

LEGEND

	CONCRETE
	ASPHALT PAVEMENT
10.00'	ELEVATION
— OHW —	OVERHEAD WIRES
— STM —	UNDERGROUND STORM SEWER LINE
— SAN —	UNDERGROUND SANITARY SEWER LINE
—/—/—	NON-VEHICULAR ACCESS LINE
℄	CENTERLINE
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	GUMBO LIMBO TREE
	WILD TAMARIND TREE
	PONCE DE LEON TREE
	UNIDENTIFIED TREE

SHEET 2 OF 2

THIS DOCUMENT IS NEITHER FULL NOR COMPLETE WITHOUT SHEETS 1 AND 2

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DANIA BEACH HOUSING AUTHORITY
MEMBERSHIP
Thursday, May 16, 2019

Name/Address Phone Number	Date Appointed	Term	Mayor Appointment
Rosalind Curry 235 NW 6th Avenue Dania Beach, FL 33004 954-864-8216 (Cell) rosalind.curry1951@gmail.com	October 9, 2018	November 1, 2018 through October 31, 2022	James
A. Ivie Cure 209 NW 14th Court Dania Beach, FL 33004 Iviecure44@gmail.com 954-927-0650 954-558-2775 (Cell)	April 10, 2018	June 1, 2015 through May 31, 2019	James
Bob Adams 330 SE 3rd Terrace Dania Beach, FL 33004 954-925-3958 radams@bcpa.net bobaphoto@aol.com	May 14, 2019	June 1, 2019 through May 31, 2023	Lewellen
Bill Winkelholz 219 NE 2nd Place Dania Beach, FL 33004 954-921-8757 954-258-0728	October 13, 2015	November 1, 2015 through October 31, 2019	Salvino
Gloria Black 802 NW 3rd Street Dania Beach, FL 33004 954-920-7159 (H) 954-608-9305 (Cell) Gloriablack58@yahoo.com	September 27, 2016	November 1, 2016 through October 31, 2020	Salvino
Ruth White 143 NW 7th Avenue Dania Beach , FL 33004 954-927-8611 strmbc@bellsouth.net	September 27, 2016	November 1, 2016 through October 31, 2020	Salvino

DANIA BEACH HOUSING AUTHORITY
MEMBERSHIP
Thursday, May 16, 2019

Tamora Brown 1125 W Dania Beach Boulevard Apt. C Dania Beach, FL 33004 305-300-6687 tamorabrown@gmail.com	1/23/2018	November 1, 2017 through October 31, 2021	James

GREEN ADVISORY BOARD
MEMBERSHIP
Tuesday, June 18, 2019

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
David Yaloz 5815 North Park Road Dania Beach, FL 33312 754-214-8463 Davidyaloz@gmail.com	February 26, 2019	November 2018 through November 2022	Odman
		November 2018 through November 2020	Brandimarte
Alexis Guillen 4410 SW 26th Avenue Dania Beach, FL 33312 305-804-3309 alexis.guillen@miaminewtimes.com	January 22, 2019	November 2018 through November 2020	James
Patricia Chukerman 545 SE 4th Court Dania Beach, FL 33004 954-552-9996 (C) 954-929-8289 (H) bykermom@me.com	November 21, 2016	November 2016 through November 2020	Harris
Lilli Schipper 716 SE 3rd Court Dania Beach, FL 33004 954-347-7402 lillirachel@me.com	December 11, 2018	November 2018 through November 2022	Lewellen
David Simonetta 908 E Las Olas Boulevard Fort Lauderdale, FL 33301 954-837-3090 davidjsimonetta@gmail.com	January 8, 2019	November 2018 through November 2020	Ad Hoc (James)

PARKS, RECREATION & COMMUNITY AFFAIRS ADVISORY BOARD MEMBERSHIP
Thursday, May 16, 2019

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
Morris Goldwire 20 NW 13th Avenue Dania Beach, FL 33004 234-223-6467 Goldwire75@gmail.com	December 11, 2018	November 2018 through November 2020	Lewellen
		November 2018 through November 2020	Lewellen
Jeff Hansen (24 NE 1st Avenue) PO Box 1597 Dania Beach, FL 33004 954-929-9334 hlwdcahoot@aol.com	December 11, 2018	November 2018 through November 2020	James
A. Ivie Cure 209 NW 14th Court Dania Beach, FL 33004 954-927-0650 954-558-2775 (Cell)	February 26, 2019	November 2018 through November 2020	James
Sheila McCray 46 NW 14th Court Dania Beach, FL 33004 786-422-3707 sheilamac@sofftekk.com	May 14, 2019	November 2018 through November 2020	Harris

PARKS, RECREATION & COMMUNITY AFFAIRS ADVISORY BOARD MEMBERSHIP
Thursday, May 16, 2019

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
Dr. Tamara D. Fishman 837 NW 8th Avenue Dania Beach, FL 33004 786-356-4425 fishmantamara@hotmail.com	January 22, 2019	November 2018 through November 2020	Harris
Jimmie Peterman 717 SW 4th Terrace Dania Beach, FL 33004 954-925-2417 & 954-534-1771 jimmiepeterman@comcast.net	January 22, 2019	November 2018 through November 2020	Brandimarte
Richard "Rich" Aube 675 SE 2nd Avenue Dania Beach, FL 33004 954-922-9411 954-336-5110 (Cell) raube@forliferealty.com	February 12, 2019	November 2018 through November 2020	Brandimarte
Sharon Migicovsky 905 Natures Cove Road Dania Beach, FL 33004 954-394-3208 Misacb@aol.com	May 14, 2019	November 2018 through November 2020	Odman
Samantha Angelos 43 SW 12th Street Dania Beach, FL 33004 954-551-3646 scangelos@hotmail.com	March 12, 2019	November 2018 through November 2020	Odman

City of Dania Beach
City Manager's Office

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

MEMORANDUM

Date: June 25, 2019

To: Mayor Lori Lewellen
Vice Mayor Lauren Odman
Commissioner Chickie Brandimarte
Commissioner Bill Harris
Commissioner Tamara James

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

Subject: Manager's Report

Summer Camp is in full swing with hundreds of kids enjoying our parks, our beach and our pools safely. Taking proactive safety measures, we have created a detailed checklist for all our parks. Parks and Public Services will work seamlessly to ensure accountability and excellence of service delivery. Our new Director of Public Services will officially join our Team on Monday the 24th of June. We are fortunate to be able to bring on a professional with more than 25 years of senior leadership and success in Public Services and Public Works. He has lead 3 different Departments as Director in 3 different Cities, including the coastal City of Surfside; North Miami Beach, which is a large City of over 47,000 residents where he led award winning projects in Transit, Transportation and Landscape Beautification, and the City of South Miami where key initiatives included innovation in facilities, fleet, streets and building maintenance. Working with Human Resources, Dr. Fred Bloetscher, and our ACM, will look to fill the vacant position of Assistant Director of Public Services by August. We will be running on all cylinders as we close out fiscal year 2019 and embark on a very exciting 2020. Below is a list of Projects where Dr. Fred Bloetscher has the lead and he is keeping me and the team updated so that I may keep you all updated as well.

1. Oasis XV the notice to proceed is out and I have one new set of shop drawings to review and then they are set. Their plan is to finish by July 30 if the lights come in.
2. I think we have everything to submit to FDOT on the entry sign on US 1. Marc has the agreement. I will submit electronically and then we will set a meeting with FDOT in early July. Tony Abbate (architect) approved shop drawings last week. Fabrication will begin in August. Looking at a November completion if FDOT approves the sign within 2 month
3. SE Drainage – I think we have set a morning meeting next week with Tom A and his outside counsel to move this along. We need to send out the RFQ for the construction management contract (in the CA queue) since I think that entity needs to be engaged as a partner in the bid process.

4. The Mobility study – FAU is waiting on the contract to be returned to engage Kimley Horn to get the outreach going. FAU's mobility center has most of the modeling done and I uploaded all the roadway data to their GIS database already. We will hand that off to KH - this will move very quickly. The FAU mobility study folks are also looking to set a meeting shortly with the City.

We have 3 available dates for in-the-shade meetings regarding collective bargaining: Tuesday, Wednesday and Thursday the 9th, 10th or 11th of July at 6:30pm. We don't anticipate it will take more than 1.5 hours. Finance has provided me some numbers that we will share with you so you can look at our options, and be prepared for a meaningful dialogue. Our City Team continues to tweak the proposed policies and procedures manual that will be explained to all city employees and will be placed in all employee files after a thorough explanation/employee workshop, followed by employee acknowledgement via signature. Our Labor Attorney's office is assisting in this endeavor. We have put together an employee wellness committee representing all City departments and we look forward to the possible ideas to implement, based on their recommendations that I will bring forward to you.

We are working on several RFPs/RFQs per your directive, to address enhanced Social Media, augment citizen engagement, web development and graphics. We are also looking at PIO, Media Relations, Crisis Communication, press releases, etc. Your Vision for our City cannot be achieved with a one-person operation as is our current state. My 90-day assessment is aligned with your observations.

We are working on formulating ideas for our 115th Birthday Celebration and would recommend 1 event versus 2 as the planning will be key to the successful execution of this event. We turn 115 in November and love the fact that Hurricane season would be behind us and it's a great time to kick off the Holiday Season celebratory mode.

We are looking forward to the Parks Master Plan Presentation at the July meeting, as well as the 1st reading of the Art in Public Places Ordinance. This Ordinance can provide funding for Art City-wide and also at the sites of new development in our City. We are awaiting the results of testing at the Swanson House, City Hall (including the west wing) and our local BSO office. I will keep you updated on our ongoing City buildings assessments.

Last week, we met with the City of Hollywood to discuss the area of beach just north of our Beach and south of the State Park. I will be speaking with all of you in regards to a possible game plan that will be mutually beneficial to both Cities, an actual win win. We continue to move forward with much progress, focus and resolve with all our departments working seamlessly. Challenges come our way every day, yet every day we look for the opportunities that shape our character as we continue on a path to build leaders, who think outside the box and bring innovation to our City, with a must have passion and desire to deliver excellence in all areas of Municipal Services.

Please see the attached memos to further inform you on key dates and programs. Thank you for your support.

CITY OF DANIA BEACH
FINANCE DEPARTMENT
MEMORANDUM

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

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

FROM: Nicki Satterfield, Finance Director DFA-19-032

DATE: June 19, 2019

SUBJECT: Budget Hearing Dates

The following dates have been reserved for the City's annual budget meetings.

Day	Date	Time	Purpose
Tuesday	July 23, 2019	5:01 p.m.	Adopt not to exceed millage rate; preliminary fire, solid waste, and storm water assessment rates
Thursday	September 12, 2019	5:01 p.m.	Hold 1st Budget Public Hearing adopt *proposed* millage rate and *tentative* FY 2020 budget; Adopt *final* fire, solid waste, and storm water assessment rates
Monday	September 23, 2019	5:01 p.m.	Hold 2nd Budget Public Hearing and adopt *final* millage rate and *final* budget

The only meeting not formally set is a budget workshop with the City Commission. The following dates are already scheduled:

Florida League of Cities:	Thursday-Saturday	August 15-19, 2019	
CRA Meeting:	Tuesday	August 27, 2019	5:30 p.m.
City Commission Meeting:	Tuesday	August 27, 2019	7:00 p.m.
Labor Day	Monday	September 2, 2019	
CRA Meeting	Tuesday	September 10, 2019	5:30 p.m.
City Commission Meeting	Tuesday	September 10, 2019	7:00 p.m.

Based on the above dates and the Commission summer break schedule a potential budget workshop could be proposed on the following dates:

August 28 – 29, 2019
September 3 – 6, 2019

CITY OF DANIA BEACH
PARKS AND RECREATION DEPARTMENT

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

MEMORANDUM

DATE: June 19, 2019

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

FROM: Eric Brown, Parks & Recreation Director

SUBJECT: 2019 Summer Camp

REQUEST
First two (2) weeks of summer camp (recap)

BACKGROUND
C.W. Thomas Park in partnership with Literacy Connection, Inc.

- Averaging twenty one (21) summer camp children a day and twenty two (22) walk-ins
- Summer Break Spot have served three hundred (300) meals to date for this summer (free walk-in lunch meals provided)
- First field trip included bowling and swimming
- Literacy Connection and the C.W. Thomas staff are working in great partnership

Frost Park

- Averaging forty-five (45) children per day
- Children attended three (3) field trips
- Due to inclement weather, camp staff have been innovative and creative in providing daily indoor activities that included arts and crafts, non-stove cooking projects, and a crazy sock day
- Camp goers look forward to enjoying more fun in the sun with outdoor activities

P.J. Meli Park

- Summer Break Spot has served one hundred twenty (120) meals to date for this summer (free walk-in lunch meals provided)
- Averaging one hundred (100) swim lessons per week
- Tennis lessons were added to programming and had fifteen (15) children to participate

Beach (Junior Lifeguard Program)

- Session 1, there were twenty-nine (29) Junior Lifeguards participating in the program with three (3) Lifeguards overseeing the program
- Week 1, participants learned how to open water swim, paddleboard, kayak, rescue swimmers in distress, and identify fish on the coral reef

- Participants shared in team building events such as rescue relays, paddleboard relays, run relays, and mixed relays
- Wednesday, the Junior Lifeguards had a reef day which included paddled, kayaked, and swam the length of the pier to the coral reef to identify a variety of fish species
- Thursday, a professor from FAU Sea Tech conducted a presentation on bees and beekeeping
- Friday, Quarterdeck Restaurant sponsored lunch for the Junior Lifeguards; as they enjoyed lunch from the restaurant front balcony

BUDGETARY IMPACT

$300 per child, residents of Dania Beach (summer camp)
$400 per child, non-resident of Dania Beach (summer camp)
Swim lessons $3.20 per lesson once a week for eight (8) weeks at P.J. Meli Park
$80 per session, residents of Dania Beach (Junior Lifeguard Program)
$90 per session, non-resident of Dania Beach (Junior Lifeguard Program)

RECOMMENDATION

For your review

CW Thomas

Junior Lifeguards

PJ Meli

Frost Park