CITY OF DANIA BEACH CITY COMMISSION MEETING
MAY 12, 2020 at 7:00 PM
VIRTUAL MEETING AND PUBLIC COMMENTS PROCEDURE

The City of Dania Beach City Commission will be conducting a "Virtual" City Commission meeting utilizing communications media technology ("CMT"), in accordance with Governor Ron DeSantis' Executive Order No. 20-69, dated March 20, 2020, related to conducting local government public meetings while under the public health emergency related to the spread of Novel Coronavirus Disease 2019 (COVID-19). City Hall building is closed to the public.

Please visit www.daniabeachfl.gov/virtualmeetings for detailed instructions on how to attend and participate in virtual City Commission meetings. Public access to this virtual meeting can be accomplished as follows:

- Watch Meeting on the City's YouTube Channel at www.daniabeachfl.gov/2654/Watch-DaniaTV
- Watch Meeting on Comcast Cable Channel 78
- Join the Meeting virtually or by telephone using RingCentral Meetings

Any member of the public wishing to comment publicly on any matter including on specific agenda items can do so by one of the following options:

Before 2:00 p.m. on the day of the meeting, comments can be submitted into the record by using the following link:

https://daniabeach.seamlessdocs.com/f/PublicSpeakingFormCityCommission *(all public comments submitted will be provided to the City Commission prior to the meeting and will be attached to the minutes of this meeting and become part of the official record)*

Participating in a public meeting using the video conference platform:

- Virtual attendance: download and install RingCentral Meetings and join using the meeting ID; to be recognized during public comment, click "Raise my hand" in the software
- Telephone attendee: dial meeting phone number and enter meeting ID; to be recognized during public comment, dial *9 to raise your hand

For more information about this City Commission meeting or submitting a public comment at the meeting, please contact:

Thomas Schneider, City Clerk
City of Dania Beach
100 W Dania Beach Boulevard
Dania Beach, FL 33004
954-924-6800 | tschneider@daniabeachfl.gov

NOTICE: This meeting is open to the public. In accordance with the Americans with Disabilities Act of 1990, all persons who are disabled and who need special accommodations to participate in this meeting because of that disability should contact the Office of the City Clerk, 954-924-6800 ext. 3624, no later than two days prior to such proceeding. Anyone wishing to appeal any decision made by the Dania Beach City Commission with respect to any matter considered at such meeting or hearing will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Agenda items may be viewed online at www.daniabeachfl.gov.

Instructions for Participating and Viewing
City of Dania Beach Virtual City Commission Meeting
May 12, 2020 at 7:00 PM

Through the City's Website:

Please click the link below:
www.daniabeachfl.gov/2654/Watch-DaniaTV

Through Comcast Channel 78:

If you are a Comcast/Xfinity customer, please go to Channel 78 to view the meeting.

Before 2:00 p.m. on the day of the meeting, submit Public Comments by clicking this link:

https://daniabeach.seamlessdocs.com/f/PublicSpeakingFormCityCommission *(all public comments submitted will be provided to the City Commission prior to the meeting and will be attached to the minutes of this meeting and become part of the official record).*

Options for Viewing and Participating in the Meeting Using RingCentral Meetings software

Visit https://www.ringcentral.com/apps/rc-meetings to download and install the software on your device

Use this meeting link to join as an attendee:
https://meetings.ringcentral.com/j/1487934771

Using your telephone – for higher quality, dial a number based on your current US location:

+1(720)9027700 (US Central)
+1(773)2319226 (US North)
+1(469)4450100 (US South)
+1(470)8692200 (US East)
+1(623)4049000 (US West)

Enter the meeting ID: 148 793 4771

To raise hand and be acknowledged to speak:

1. Users who call in can dial *9 to raise their hand
2. If using the meeting software, to raise hand click or tap "Participants", then choose the option to raise hand.
3. Once you have been selected to speak, you may be prompted to unmute your device or this will be done for you.

City of Dania Beach, Florida Virtual City Commission Meetings
Quasi-Judicial Proceedings

Any member of the public wishing to make verbal comment during a meeting must pre-register to do so with the City Clerk's office using the form found on the City's website. This pre-registration applies to the public, and extends to the applicant and applicant's team. Once the registration has been processed, the registrant will receive instructions for participating in the meeting. Members of the public who attend the meeting by telephone will have their line muted at all times, except when acknowledged by the Mayor to speak on a particular agenda item, and only one individual will be permitted to speak at a time. **If either the applicant or a member of the public seeks to introduce documents into the record, that must be done at least five (5) days prior to the virtual public meeting, so that the City can upload the information. The City Clerk shall provide the Mayor and City Commission with the submittals prior to the hearing. All documents should be sent to the following email addresses: tschneider@daniabeachfl.gov and clajoie@daniabeachfl.gov. In the "Subject" line of the email please address the email as "documents to be included for public hearing" and list the public hearing applicant name and property address.**

On the date and at the time of the Virtual meeting, the City Attorney shall read the title of the quasi-judicial public hearing item when the Agenda item is ready to be presented. The City Attorney shall ask the City Commission to disclose any prior "ex parte" communications with any party that occurred prior to the meeting. Thereafter, the City Attorney will virtually swear in all staff persons speaking about an application as well as the applicant, applicant's team, and any persons in the public who intend to appear by telephone, email, or "live" during the virtual feed of the video presentation during the virtual City Commission meeting. The City Attorney will ask staff and applicant (including applicant's team) to raise their right hands to be sworn in. The City Attorney will then administer an oath. The City Attorney will ask each person to confirm audibly for the record that each speaker took the oath (all persons will identify themselves by name).

Thereafter, City staff will provide a presentation of the staff report and the Department recommendations, if any. Any power point presentations or documents shown or produced during the hearing shall be treated as evidence which the City Commission may consider in determining whether or not to approve the application. The applicant will then be provided the opportunity to make a presentation. Legal counsel for the applicant may make a presentation or assist with the applicant's presentation. Then members of the public, during the public hearing portion of the agenda item hearing, may speak to the application and may cross-examine witnesses (including City staff, the applicant, and applicant's team). During the Public Comments/Public Hearing portion of the meeting the City Attorney will individually swear in public speakers, who will acknowledge having taken the oath, and state their names for the record. Video of the virtual meeting will be streamed on the City's website at www.daniabeachfl.gov, the City's YouTube channel, and Dania Beach Comcast Channel 78. Additionally, a dedicated telephone line will be available so that any individual may listen to the meeting via telephone and may participate during the public comments portion of the hearing. If public comments were received in advance, they will be acknowledged by the City Clerk by mention of the names of those who submitted comments.

Once the public hearing is closed the Mayor and City Commission shall deliberate on the public hearing quasi-judicial item. A virtual quorum shall be required to take action on the application. Roll call vote of the City Commission shall be required.

AGENDA
DANIA BEACH CITY COMMISSION
VIRTUAL REGULAR MEETING
TUESDAY, MAY 12, 2020 - 7:00 PM

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

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

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

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

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

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

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

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

1. CALL TO ORDER/ROLL CALL

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

3. PRESENTATIONS AND SPECIAL EVENT APPROVALS

1. Dania Pointe update by Kim Butler, Director of Marketing, Dania Pointe
2. Dania Beach Chamber of Commerce update - Randie Shane
3. Update on additional bulk waste pickup in May - Assistant City Manager Sosa-Cruz
4. Food distribution initiatives - City Manager Garcia

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 April 21, 2020 Virtual Meeting Training Session Workshop
   Approve Minutes of April 28, 2020 Virtual City Commission Meeting

2. Travel Requests: None

3. RESOLUTION NO. 2020-035

   A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO OBTAIN SUPPLEMENTAL PLAN REVIEW, INSPECTION AND ADMINISTRATIVE SERVICES FROM C.A.P. GOVERNMENT, INC. AUTHORIZING SUCH PURCHASE TO BE MADE FROM THE BUILDING FUND'S APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. ***(Continued from April 28, 2020)*** *(Community Development)*

4. RESOLUTION NO. 2020-041

   A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, REQUESTING ADVANCE APPROVAL FROM THE CITY COMMISSION TO PROCEED WITH THE BID ADVERTISEMENT FOR THE PROJECT KNOWN AS THE SOUTHEAST 2nd AVENUE WATER MAIN REPLACEMENT PROJECT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

5. RESOLUTION NO. 2020-042

   A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF WATER METER COMPONENT PARTS, UTILITY PIPES AND RELATED APPURTENANCES, TO BE PURCHASED FROM VARIOUS SUPPLY VENDORS UNDER THE SOUTHEAST FLORIDA GOVERNMENT PURCHASING

COOPERATIVE GROUP CONTRACT NO. ITB 2018-19/12 WITH THE CITY OF DEERFIELD BEACH, WHICH MAY EXCEED AN ANNUAL SINGLE VENDOR TOTAL AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS ($25,000.00), AND FURTHER PROVIDING THAT SUCH PURCHASES ARE TO BE MADE WITHIN THE RESPECTIVE DEPARTMENTS' APPROVED BUDGETS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

6. RESOLUTION NO. 2020-043

   A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA ("CITY"), AUTHORIZING EXECUTION OF A THIRD AMENDMENT TO A LOAN AGREEMENT WITH THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA ("COUNTY"), AND THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DANIA BEACH, FLORIDA ("CRA"), PERTAINING TO THE PARKING GARAGE INFRASTRUCTURE PROJECT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(CRA)*

7. RESOLUTION NO. 2020-044

   A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AMENDMENT TO THE AGREEMENT FOR CAPACITY ALLOCATION IN PHASE 1 OF THE C-51 RESERVOIR PROJECT TO EXTEND THE PROJECT COMPLETION DATE; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

8. BIDS AND REQUESTS FOR PROPOSALS

9. PUBLIC HEARINGS

1. ORDINANCE NO. 2020-008

   AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE REQUEST MADE BY 2900 SW 45TH DANIA BEACH, LLC, FOR A REZONING (RZ-103-19) AND FLEXIBILITY UNITS ALLOCATION (OT-164-19) FOR PROPERTIES GENERALLY LOCATED AT 2900 SW 45TH STREET IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A," A COPY OF WHICH IS ATTACHED TO THIS ORDINANCE; CHANGING THE CURRENT ZONING CLASSIFICATION OF THE PROPERTIES FROM SINGLE-FAMILY 6000 RESIDENTIAL DISTRICT (RS-6000) TO PLANNED RESIDENTIAL DEVELOPMENT DISTRICT (PRD-1), SUBJECT TO CERTAIN RESTRICTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE

DATE. **(FIRST READING)** ***(Continued from April 28, 2020)*** *(Community Development)*

2. RESOLUTION NO. 2020-040

   A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE SITE PLAN MODIFICATION (SP-003-15-MOD2) AND DESIGN VARIATION (OT-016-20) , SUBMITTED BY 4 N. FEDERAL DANIA, LLC, FOR PROPERTY LOCATED ON THE NORTHEAST CORNER OF FEDERAL HIGHWAY AND DANIA BEACH BOULEVARD IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A," A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION; PROVIDING FOR CONDITIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. ***(Continued from April 28, 2020)*** *(Community Development)*

10. DISCUSSION AND POSSIBLE ACTION

1. Local government preparation - Vice-Mayor Odman

11. COMMISSION COMMENTS

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

12. APPOINTMENTS

1. Complete Count Advisory Committee
   Vice-Mayor Odman - 1 appointment
   Commissioner Brandimarte - 2 appointments
   Commissioner Harris - 1 appointment
   Commissioner James - 1 appointment

2. Creative Arts Council Advisory Board
   Commissioner Harris - 1 appointment

3. General Employees Pension Board
   1 Commission Appointment to fill Scott Clark's unexpired term ending June 22, 2020

4. Green Advisory Board
   Vice-Mayor Odman - 1 appointment

5. Police and Fire Pension Board
   1 Commission Appointment to fill Scott Clark's unexpired term ending March 2023

13. ADMINISTRATIVE REPORTS

1. City Manager

2. City Attorney

3. City Clerk - Reminders

Tuesday, May 26, 2020 - 7:00 p.m.	City Commission Meeting
Tuesday, June 9, 2020 - 5:30 p.m.	CRA Board Meeting
Tuesday, June 9, 2020 - 7:00 p.m.	City Commission Meeting

14. ADJOURNMENT

MINUTES OF MEETING
DANIA BEACH CITY COMMISSION
VIRTUAL WORKSHOP - VIRTUAL MEETING TRAINING SESSION
TUESDAY, APRIL 21, 2020 – 3:30 PM

1. Call to Order/Roll Call

Mayor Lewellen called the meeting to order at 3:33 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:

Commissioners:	Chickie Brandimarte
	Tamara James

2. Virtual Meeting Training Session

Frank DiPaolo, Director of Finance, explained the process, noting that those individuals normally on the dais would be panelists and individuals participating as attendees could be promoted as panelists during the meeting.

Discussion ensued regarding assigning conference rooms to those Commissioners who choose to come to City Hall to participate in the virtual meetings and to close the Commission Chamber from being accessed by anyone.

The Commission consensus was that there should be no access to the Chamber in order to maintain it totally closed and disinfected.

The City Clerk was asked to email the Commission to confirm which conference room they prefer if they desired to come to City Hall to participate in the virtual meetings. The conference room chosen would remain the location they use throughout this period of holding virtual meetings.

Director of Finance DiPaolo addressed the technical issues with webinar conferencing if more than one person is in the same room. The Commission agreed that due to this, as well as COVID-19 safety precautions, two people should not be in the same conference room.

Discussion ensued regarding the establishment of quasi-judicial procedures for the May 12th Commission meeting. City Attorney Ansbro noted he would like to hold a virtual practice session with Community Development staff to test the process, including slide presentations.

3. Adjournment

Mayor Lewellen adjourned the meeting at 4:33 p.m.

ATTEST:

CITY OF DANIA BEACH

_____
THOMAS SCHNEIDER, CMC
CITY CLERK

_____
LORI LEWELLEN
MAYOR

MINUTES OF VIRTUAL REGULAR MEETING
DANIA BEACH CITY COMMISSION
TUESDAY, APRIL 28, 2020 – 7:00 P.M.

1. Call to Order/Roll Call

Mayor Lewellen called the meeting to order at 7:06 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.

Motion to adopt resolution adopting public meeting procedures utilizing Communications Media Technology during declared public health emergency

1. RESOLUTION NO. 2020-031

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, PURSUANT TO THE GOVERNOR'S EXECUTIVE ORDER 20-69, AND FLORIDA STATUTES SECTION 120.45(5)(b)(2), ADOPTING A PROCESS AND RULES FOR THE USE OF COMMUNICATIONS MEDIA TECHNOLOGY FOR PUBLIC MEETINGS DURING THE DECLARED PUBLIC HEALTH EMERGENCY (COVID-19); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(City Attorney)*

City Attorney Ansbro read the title of Resolution #2020-031.

Vice-Mayor Odman motioned to adopt Resolution #2020-031; seconded by Commissioner Brandimarte. The motion carried unanimously.

3. Presentations and Special Event Approvals

3.1 Update on COVID-19 issues by Aurelio Fernandez, CEO of Memorial Healthcare Systems - Requested by Mayor Lewellen

Mr. Fernandez gave an overview of COVID-19 cases, issues, testing, and availability of hospital beds.

3.2 Dania Pointe update by Kim Butler, Director of Marketing, Dania Pointe (to be deferred)

This item was deferred.

3.3 Presentation on cities in Broward and Dade Counties and their successes and failures with General Obligation Bond issuances - Assistant City Manager Sosa-Cruz (to be deferred)

This item was deferred.

3.4 Presentation on the reporting and tracking via an app of everything from a pot hole to a light out - Assistant City Manager Sosa-Cruz (to be deferred)

This item was deferred.

4. Proclamations

There were no proclamations at this meeting.

5. Citizen Comments

There were no comments at this meeting.

6. Public Safety Reports

Captain Sergio Pellecer, BSO District Fire Chief, gave an update on COVID-19 impacts, precautions, and emergency call numbers.

Captain Daniel Marks, BSO Chief of Police, reported beaches remain closed but parks will begin to be opened, so there will be an additional deputy stationed at the beach near the Quarterdeck. He provided a general update on all protocols that are in place.

Mayor Lewellen noted the Broward County order just came out and she has sent it to City Attorney Ansbro for review.

City Attorney Ansbro clarified the order calls for social distancing, but not for masks to be worn in the parks.

7. Consent Agenda

Items removed from Consent Agenda: #7.4, #7.5, #7.8

7.1 Minutes:
Approve Minutes of March 10, 2020 City Commission Meeting

7.2 Travel Requests: None

7.3 Motion to approve an extra bulk waste collection service in May 2020 due to COVID-19 (Coronavirus) impact (Public Services)

Resolutions

7.6 RESOLUTION #2020-033

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING EXECUTION BY THE PROPER CITY OFFICIALS OF THE 2020 AMENDMENT TO AN INTERLOCAL AGREEMENT EXISTING BETWEEN BROWARD COUNTY, FLORIDA AND THE CITY OF DANIA BEACH, FLORIDA; PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL THREE (3) CENT LOCAL OPTION GAS TAX ON MOTOR FUEL ORDINANCE; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

7.7 RESOLUTION #2020-034

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE EXECUTION BY THE PROPER CITY OFFICIALS OF THE 2020 AMENDMENT TO AN INTERLOCAL AGREEMENT EXISTING BETWEEN BROWARD COUNTY, FLORIDA AND THE CITY OF DANIA BEACH, FLORIDA; PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL FIVE (5) CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR TRANSIT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

7.9 RESOLUTION #2020-036

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO SUBMIT AN ALTERNATE PROJECT FOR THE 45TH YEAR COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM IN AN AMOUNT NOT TO EXCEED ONE HUNDRED SEVENTY TWO THOUSAND FIVE HUNDRED FORTY NINE DOLLARS ($172,549.00) TO PROVIDE FUNDING FOR THE OASIS XIV PROJECT PROVIDING STREET IMPROVEMENTS ON SOUTHEAST 13th STREET AND SOUTHEAST 13th TERRACE BETWEEN FEDERAL HIGHWAY AND SOUTHEAST 2ND AVENUE; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

7.10 RESOLUTION #2020-037

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN INTERLOCAL AGREEMENT WITH BROWARD COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, TO PROVIDE COST SHARE SUPPORT OF A COUNTY-WIDE WATER CONSERVATION INITIATIVE CALLED THE NATURESCAPE IRRIGATION EVALUATION PROGRAM TO BE IMPLEMENTED WITHIN A

DESIGNATED WATER UTILITY SERVICE AREA AND AUTHORIZING BROWARD COUNTY TO CONDUCT SPECIFIC TECHNICAL ACTIVITIES REQUIRED AS PART OF LANDSCAPE AND IRRIGATION SYSTEM EVALUATIONS, IN AN AMOUNT NOT TO EXCEED FIFTY-SEVEN THOUSAND, EIGHT HUNDRED DOLLARS AND THIRTY-EIGHT CENTS ($57,800.38) OVER THE NEXT FIVE (5) YEARS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

7.11 RESOLUTION #2020-038

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING APPROVAL TO DECLARE SURPLUS CERTAIN VEHICLES AND EQUIPMENT THAT ARE NO LONGER USEFUL TO THE CITY; DECLARING THE INTENT OF THE CITY TO DISPOSE OF THE VEHICLES AND EQUIPMENT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

Vice-Mayor Odman motioned to adopt the Consent Agenda, with the exception of Item #7.4, #7.5, and #7.8; seconded by Commissioner James. The motion carried unanimously.

7.4 RESOLUTION #2020-029

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, CREATING A CITY CEREMONIAL ITEMS POLICY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. ***(Continued from March 10, 2020)*** *(Commissioner James)*

City Attorney Ansbro read the title of Resolution #2020-029.

Mayor Lewellen noted she still has some concerns; there are a few things that are not necessary and some things need to be added. Proclamations come from the Mayor and there have not been any problems with it; we do not need a procedure on it and should not vote on it. Regarding Keys to the City, she is concerned there could be a 3-2 vote. There should be criteria; and if an individual does not meet the criteria there is nothing to award. She is okay with #1, #2, and #3; in addition to adding the word Organizations/businesses, not just citizens, and something in there about historical significance. She has a problem with #1B because it could become political in nature.

Commissioner James stated we could amend the motion.

Mayor Lewellen mentioned getting to the items on the agenda of significance.

Commissioner James said she is not comfortable deferring this again. She asked City Attorney Ansbro get feedback from the Commission and he received nothing. The Commission has not met for a while and this is the third meeting for this item. She wants to hear what the rest of the Commission wants.

Mayor Lewellen said if we can agree the proclamations should not be included, then the item could move ahead.

Commissioner James agrees the proclamations should come from the Mayor. At this point, everything needs a policy; the process could be simpler, but proclamations are to be included.

Vice-Mayor Odman asked if we could go through each item and knock it out for time efficiency.

Mayor Lewellen felt it would not be time efficient. She would edit a WORD document later if provided with one.

Commissioner James noted a consensus was needed on proclamations.

Commissioner Brandimarte asked if the next Commission could change the policy.

City Attorney Ansbro replied yes.

Mayor Lewellen asked if the item should be deferred, and no one agreed.

Mayor Lewellen noted she does not think a Key to the City should be voted on. If it meets the criteria, then a Key is given.; if not, it is not given.

Commissioner James said she had it that way because in the past, a street was renamed, then there were allegations, and the name was taken away. She would prefer having a say on a Key to the City; perhaps it not be done publicly at a meeting, but through email.

Mayor Lewellen noted there is a policy for street naming. This is situation that we are giving someone a ceremonial thing and she does not see how the two relate to each other. She further explained why she is opposed to voting on this; it will become a public record and voting is not the best way to do it.

Commissioner Brandimarte referenced #1B and said years ago this is what the Key was meant for, citizens or individuals who have provided long and dedicated service to the City. It is not meant for newbies just arriving, but meant to be given out for longevity. She would include individuals and throw everything else out; a Key should not be given to a dignitary.

Commissioner James asked the Commissioners if they thought there should be voting on the Key.

Commissioner Brandimarte said yes.

Vice-Mayor Odman said no.

Commissioner Harris said no.

The Commission consensus was to take off the voting procedure for giving a Key to the City.

The Commission consensus was to add organizations to A through C.

Mayor Lewellen requested to remove letter D.

The Commission consensus was to remove letter D.

Mayor Lewellen requested to add historical significance under letter B.

The Commission consensus was to make this addition to letter B.

Mayor Lewellen referenced the proclamations provisions of the policy and noted proclamations should be the Mayor's decision.

Commissioner James questioned what would happen if a Commissioner had a proclamation they would like to give and the Mayor will not sign it.

Mayor Lewellen requested the language, other similar events and causes, be added to letter B. She suggested under 3A, what it would not be issued for, commercial/professional services portion could be removed; it is not a problem in theory, but there are new businesses coming in that could have a huge impact.

Commissioner James asked the Commission whether 3A should be removed.

Vice-Mayor Odman answered no.

Commissioner Brandimarte said no.

Mayor Lewellen referred to 3B and suggested adding unless associated with a specific significant event.

Mayor Lewellen noted 3E conflicts with 3B.

Commissioner James said it should be removed.

Mayor Lewellen noted she is fine with 3F.

Mayor Lewellen asked for clarification of #4, request form, whether it would be an actual form or an email.

Commissioner James said she is fine with email.

Mayor Lewellen suggested under 4E, nationally recognized non-profit organization be removed.

Commissioner James said she is fine with removing it.

Vice-Mayor Odman motioned to adopt Resolution #2020-029, as amended; seconded by Commissioner Harris. The motion carried unanimously.

7.5 RESOLUTION #2020-032

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, CREATING A DECORUM POLICY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Vice-Mayor Odman)*

City Attorney Ansbro read the title of Resolution #2020-032.

Commissioner James asked if the policy would be attached to the agenda.

City Attorney Ansbro said it would be part of the printed agenda and shown on the screen at Commission meetings.

Commissioner James felt it should be everywhere, including virtual meetings, and always be visibly accessible.

Commissioner James motioned to adopt Resolution #2020-032; seconded by Vice-Mayor Odman. The motion carried unanimously.

7.8 RESOLUTION #2020-035

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO OBTAIN SUPPLEMENTAL PLAN REVIEW, INSPECTION AND ADMINISTRATIVE SERVICES FROM C.A.P. GOVERNMENT, INC. AUTHORIZING SUCH PURCHASE TO BE MADE FROM THE BUILDING FUND'S APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

City Attorney Ansbro read the title of Resolution #2020-035.

Commissioner James asked if this is a new contract and said she has a lot of questions about it.

City Attorney Ansbro replied yes.

City Manager Garcia explained last year we went out to RFP and two qualified companies submitted their proposals. The lowest responsible responsive bidder was CAP Government. She noted Eleanor Norena, Acting Community Development Director, we went back to CAP to obtain a lower rate because of the pandemic, ultimately lowering the rates by $100,000.00.

Commissioner James said she knows CAP is by the hour and that they charge more than other cities.

City Manager Garcia said staff came to the Commission last year to extend the contract at the same rates; at that time, the Commission directive was to complete the RFP process rather than continue this contract.

Acting Director of Community Development Norena explained the piggyback contract, which was for two years, and the Commission only wanted a 12-month agreement so an RFP process could be completed. The current contract is up in June.

Commissioner James noted she is concerned about the entire contract; she wants to see a dollar figure. It looks like CAP is taking over; the amount of employees increases yearly.

Acting Director of Community Development Norena responded CAP averaged $1.2 million last year; the County was about the same.

Commissioner James asked if the contract allows for more CAP employees than we currently have.

Acting Director of Community Development Norena responded the RFP was for building services.

City Manager Garcia explained if we did not contract services, we would have to pay more benefits from bringing in our own employees.

Commissioner James said CAP was extended because of Dania Pointe. She was specifically told CAP would decrease, but it has increased, and Dania Pointe is on the decline right now. She questioned what our plan is for scaling back because she sees more and more of their people working for the City. She added we are not going to get another Dania Pointe in the City, and asked how many years the contract is for.

City Manager Garcia responded we are extremely serious about our finances. Not only were they the lowest bidder, but we circled back with them to lower their fees. We have subject matter experts that bring this recommendation.

Commissioner James motioned to continue Resolution #2020-035 until the May 12, 2020 City Commission meeting at 7:00 p.m.

Commissioner James said she will meet with City Manager Garcia, Acting Director of Community Development Norena and Frank DiPaolo, Director of Finance.

Assistant City Manager Sosa-Cruz noted the dollar amount is the hourly rate. The total dollar amount will be in the budget, but the actual dollar amount is what was used.

City Manager Garcia reiterated the contract saves the City an additional $100,000.00.

Acting Director of Community Development Norena added CAP is our supplemental service; they are here to help us if we need them. If not, they are not required to be here, and they are not here to take away positions or fill vacancies.

Mayor Lewellen confirmed her understanding of where we stand with CAP. Her concern is how long they are willing to sit on this lower amount, and if this does not get approved tonight, will they want the additional money.

City Manager Garcia noted they were the lowest bidder on the RFP. Additionally, Acting Director of Community Development Norena went back and renegotiated to lower price.

Commissioner Brandimarte seconded the motion.

Commissioner Brandimarte confirmed there is a Commission meeting before the contract expires and felt this is respectful to Commissioner James.

The motion carried on the following 4-1 Roll Call vote:

Commissioner Brandimarte	**Yes**	**Vice-Mayor Odman**	**Yes**
Commissioner Harris	**No**	**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 RESOLUTION #2020-039

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO APPLY FOR THE 46TH YEAR COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM IN THE AMOUNT OF ONE HUNDRED SEVENTY NINE THOUSAND THREE HUNDRED NINETEEN DOLLARS ($179,319.00), TO PROVIDE FUNDING FOR DRAINAGE IMPROVEMENTS IN THE NORTHWEST NEIGHBORHOOD DRAINAGE BASINS PROJECT LOCATED IN CENSUS TRACT 805- BLOCK GROUP 1 AND CENSUS TRACT 805- BLOCK GROUP 2; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

City Attorney Ansbro read the title of Resolution #2020-039.

Fernando Rodriguez, Director of Public Services, gave a brief presentation.

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

Commissioner Harris motioned to adopt Resolution #2020-039; seconded by Vice-Mayor Odman. 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 #2020-006

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 4 "ALCOHOLIC BEVERAGES," OF THE CITY'S CODE OF ORDINANCES BY AMENDING ARTICLE II "OPERATION REGULATIONS," SECTION 4-18 "HOURS OF SALE" MODIFYING THE HOURS OF PACKAGE SALES FOR ALCOHOLIC BEVERAGES FOR OFF-SITE CONSUMPTION WHICH SALES ARE CONDUCTED AT A RETAIL GROCERY STORE USE WITH A MINIMUM 27,500 SQUARE FEET; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(SECOND READING)** *(Community Development)*

City Attorney Ansbro read the title of Ordinance #2020-006.

Corinne Lajoie, Planning & Zoning Manager, gave a brief overview of the code amendment requested by Publix.

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 #2020-006, 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**		

9.3 ORDINANCE #2020-007

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE REQUEST MADE BY ROD A. FEINER, ESQ., ON BEHALF OF 2750 GRIFFIN HOLDINGS, LLC, TO AMEND CHAPTER 28, "LAND DEVELOPMENT CODE," OF THE CITY CODE OF ORDINANCES BY AMENDING PART 1 "USE REGULATIONS," ARTICLE 105, "USE REGULATIONS FOR RESIDENTIAL AND OPEN SPACE ZONING DISTRICTS," SECTION 105-20 "LIST OF RESIDENTIAL AND OPEN SPACE DISTRICTS PERMITTED, SPECIAL EXCEPTION AND PROHIBITED USES" AND SECTION 105-220, "PRD-1 DISTRICT SUPPLEMENTAL REGULATIONS;" AMENDING PART 2, "SITE DEVELOPMENT REGULATIONS," ARTICLE 205, "TABULAR SUMMARY OF SITE DEVELOPMENT STANDARDS FOR ALL ZONING DISTRICTS," SECTION 205-10(B) "PRD-1 AND MULTIPLE-FAMILY DISTRICTS;" PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(SECOND READING)** *(Community Development)*

City Attorney Ansbro read the title of Ordinance #2020-007.

Corinne Lajoie, Planning & Zoning Manager, gave a brief presentation on the text amendment, and noted changes made after first reading, as requested of the applicant by residents, included excluding smoke shops, cannabidiol (CDB) sales, and discount retail.

Attorney Rod Feiner, representing the applicant, gave a brief presentation.

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

Commissioner Harris motioned to adopt Ordinance #2020-007, 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**		

9.4 RESOLUTION #2020-019

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE "GRIFFIN LIVING PLAT" (PL-99-19) SUBMITTED BY THE PROPERTY OWNER 2750 GRIFFIN HOLDINGS, LLLP FOR PROPERTY LOCATED AT 2750 GRIFFIN ROAD, 2730 GRIFFIN ROAD AND 4850 SW 28TH AVENUE, IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A," A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. ***(Continued from February 11, 2020)*** *(Community Development)*

City Attorney Ansbro read the title of Resolution #2020-019 and noted the applicant had requested this item be continued until May 26th.

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 continue Resolution #2020-019 until the May 26, 2020 City Commission meeting at 7:00 p.m.; 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**		

9.5 ORDINANCE #2020-008

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE REQUEST MADE BY 2900 SW 45TH DANIA BEACH, LLC, FOR A REZONING (RZ-103-19) AND FLEXIBILITY UNITS ALLOCATION (OT-164-19) FOR PROPERTIES GENERALLY LOCATED AT 2900 SW 45TH STREET IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A," A COPY OF WHICH IS ATTACHED TO THIS ORDINANCE; CHANGING THE CURRENT ZONING CLASSIFICATION OF THE PROPERTIES FROM SINGLE-FAMILY 6000 RESIDENTIAL DISTRICT (RS-6000) TO PLANNED RESIDENTIAL DEVELOPMENT DISTRICT (PRD-1), SUBJECT TO CERTAIN RESTRICTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(FIRST READING)** *(Community Development)*

City Attorney Ansbro read the title of Ordinance #2020-008 and noted the applicant had requested this item be continued until May 12th.

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

Commissioner Harris motioned to continue Ordinance #2020-008, on first reading, until the May 12, 2020 City Commission meeting at 7:00 p.m.; seconded by Vice Mayor-Odman. 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**		

9.6 RESOLUTION #2020-040

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE SITE PLAN MODIFICATION (SP-003-15-MOD2) AND DESIGN VARIATION (OT-016-20), SUBMITTED BY 4 N. FEDERAL DANIA, LLC, FOR PROPERTY LOCATED ON THE NORTHEAST CORNER OF FEDERAL HIGHWAY AND DANIA BEACH BOULEVARD IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A," A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION; PROVIDING FOR CONDITIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

City Attorney Ansbro read the title of Resolution #2020-040 and noted staff had requested this item be continued until May 12th.

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 continue Resolution #2020-040 until the May 12, 2020 City Commission meeting at 7:00 p.m.; seconded by Vice-Mayor Odman. 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 City Manager one-year anniversary - Mayor Lewellen

Mayor Lewellen noted that she felt we should defer the City Manager's review in order to evaluate where we are with the budget to know whether an increase would be possible.

Commissioner James asked if there would be some type of form for the review.

Mayor Lewellen said if there is not a form, Human Resources could put something together for the Commission.

Linda Gonzalez, Human Resources Director, said she will find out if there is a form; if one does not exist, they would create one.

Commissioner James asked if the Commission could look at the form for input and questions.

Mayor Lewellen noted there was a form for the CRA Director and the Commission could refer to it.

The Commission consensus was to defer the City Manager's review until the May 26th meeting.

10.2 Budgeting concerns - Mayor Lewellen

Mayor Lewellen asked that information be shared with everyone regarding where we are with revenue loss due to the COVID-19 pandemic and the impact on the budget.

City Manager Garcia responded Frank DiPaolo, Director of Finance, is ready to give a presentation at the May 12th meeting. She noted last year, a more conservative approach was taken for the budget, there is carry over and she mentioned the reimbursements of FEMA funding.

Director of Finance DiPaolo reviewed the budget components and impacts on them caused by the coronavirus.

Commissioner James asked where our revenues stand today and if they all are down by 15%.

Finance Director DiPaolo responded the 15% refers to the water billing cycle for April.

Commissioner James questioned the City's loss of revenue and ability of the City to recover once the Governor reopens Florida.

Finance Director DiPaolo said from everything he is seeing, there will be a slow, gradual phasing in of social interaction. He is seeing it on the national level that this could be the next big depression; some businesses will recover and some will not. The recovery usually takes longer than it did to get into the predicament.

Commissioner James asked if property values would change.

Finance Director DiPaolo responded there is a big issue with commercial properties and unemployment. There will be an impact on the housing market, which would affect the 2021/2022 budget, and he explained the overall outlook on the economy.

Mayor Lewellen asked if he would meet with the Directors regarding budgeting items, and about revisiting our contracts, to see if there are any savings.

Finance Director DiPaolo said we need to work with the Directors about what can and cannot be done to save money.

City Manager Garcia noted the cruise industry has come to a complete halt. These are revenues from restaurants and tourism that will not be seen for the rest of the year.

10.3 Update on reopening Dania Beach - Mayor Lewellen

Mayor Lewellen noted she had a meeting on Friday with the County and mayors, and at that time, it sounded like re-opening would start out slowly and the four adjoining counties would be working together. The focus was on re-opening the parks, golf courses, and boat ramps, not beaches. Yesterday, the Mayor of Miami Dade County issued an order, as well as Palm Beach. There was no more discussion until today, and while in the meeting today, there was a draft order. Now, the County issued the order than goes into effect at 12:01 a.m. tomorrow. She has been getting a lot of phone calls and there were a number of things requested by the mayors that are not included in the order.

City Attorney Ansbro explained the order applies to parks in Broward County, passive use, and he read the list. Any activity that deviates from the guidelines is strictly prohibited. He addressed all of the allowed uses, from 6:00 a.m. to 7:00 p.m., unless we set our own hours. Pools in multifamily and condos are limited to be used by current residents, 6-foot social distancing, 50% occupancy, and supervised by employees of the housing development during the hours used to ensure compliance. He would recommend to the Commission that every time someone leaves a chair, the chair will need to be cleaned.

Mayor Lewellen's concerns included the timing, pools would be impossible for us to police as well as the sport of basketball with such close contact in parks.

Vice-Mayor Odman noted Hollywood decided to not open up for another week. She wonders if there is a space for us between Hollywood and what the County is doing. The difference six days would make is nothing measurable. The time would allow us to gauge compliance. We do not have a large body of previous data; perhaps we allow for Dania Beach something that is in the middle for a balance. There is room in the discussion for more than just opened or closed.

Commissioner Brandimarte said the items read by City Attorney Ansbro would not be done properly. Removing pool furniture is a good idea as there will be no sanitizing and 50% occupancy will not be obeyed. We cannot police whether these rules are followed, and she likes what Hollywood is doing for a week. She added the club houses have no one to clean the decks during the day.

City Attorney Ansbro re-read the County order regarding pools. We would have to require the furniture be removed.

Commissioner Brandimarte asked if City boat ramps would be opened following guidelines of the County Order.

Mayor Lewellen noted technically, the County order does go in effect at 12:00 p.m. tonight. She has no qualms about being more restrictive in a separate order, but her fear is the City order will seem more restrictive and we are going backward.

Vice-Mayor Odman said we have to take into consideration what Hollywood is doing. It should be seen as a measured step forward, and the pool ideas from Commissioner Brandimarte are good.

Commissioner Brandimarte believed removing pool furniture is a good answer.

Commissioner James noted it is hard to enforce things that we do differently from the County. She wants to remind us how cautious we were when we canceled the Arts & Seafood Celebration, and she is not scared of what other people think. We do not want to have a complete relapse. She questioned who would come back to the table after the data has been measured and make a decision after the assessment. There needs to be some sort of communication from all of the Commission.

Vice-Mayor Odman said Hollywood is the one that really affects us, and we should take that week and see how it goes.

Mayor Lewellen agreed; she does not mind waiting for other cities' outcome.

Commissioner James questioned how the Commission would come together after investigation to discuss everyone's assessment.

Vice-Mayor Odman explained it would be at the next Commission meeting. She would like to do something this week so we can gauge compliance, and then next week open up like the County.

City Manager Garcia reminded the Commission they were one of the leaders in telework, shutting down City Hall, and closing the beaches. This has contributed to keeping the virus down in the City. She thought we should be careful and a hybrid would be the way to go; open up our parks for walking and then take a look and circle back on May 12th.

Mayor Lewellen noted our Legal Department is to put together an order opening up passive parks and boat ramps, and taking away the chairs at pools. We need the order highlighted and handed out to the communities.

Vice- Mayor Odman asked if it would include playgrounds in parks and all amenities.

Mayor Lewellen responded no courts and no playgrounds, just the exterior for walking/jogging.

Eve Boutsis, Assistant City Attorney, noted she was working on a draft order and suggested looking at the hours for parks to be opened and closed.

City Attorney Ansbro said the County set hours for parks and boat ramps. He reviewed the details of the draft order sent to him by the Assistant City Attorney, and felt we should use the County hours and regulations, but require housing developments to remove their pool furniture.

Mayor Lewellen asked if County Order limits groups to no more than 10 people.

City Attorney Ansbro responded no, the limit is 50% capacity.

Assistant City Attorney Boutsis suggested we should be consistent with the Governor's Order which sets the limit to 10 people.

Commissioner James said people are still having funerals, and asked if American Legion Post #209 could have a Repass.

City Attorney Ansbro responded he could not recommend people eating and sharing food together; this should be the same as a restaurant.

The Commission consensus was to move forward as discussed.

City Attorney Ansbro reviewed points to be included in the order and noted it would be finalized tonight.

Mayor Lewellen noted the declaration would be executed tonight and distributed through City staff.

11. Commission Comments

11.1 Commissioner Brandimarte

Commissioner Brandimarte questioned if restaurants could use outside seating, and discussion ensued.

Commissioner Brandimarte expressed concerns about hurricane preparedness.

City Manager Garcia noted we can put a document together so residents have direction on where to receive key information through social media or Code Red to ensure readiness.

11.2 Commissioner Harris

Commissioner Harris suggested perhaps we could do a hurricane expo outside in the circle at City Hall.

Commissioner Harris thanked the Commission for their determination and collaboration during the pandemic.

11.3 Commissioner James

Commissioner James thanked the Tamara James Foundation for feeding 400 residents so far during this time. She asked if the City is reaching out to any local organizations for additional resources.

Commissioner James spoke of the Town Hall meeting she held several weeks ago.

Commissioner James addressed comments made about her at the virtual meeting training workshop.

Commissioner James questioned reaching out to local non-profits to assist or volunteer with upcoming City efforts.

Commissioner James addressed bulk waste pickup and the effects of how it will make our City look.

11.4 Vice-Mayor Odman

Vice-Mayor Odman spoke on the positive collaboration efforts of the Commission and the low numbers of positive Covid-19 statistics as a result of the City's proactive measures.

11.5 Mayor Lewellen

Mayor Lewellen commented about additional testing sites for Covid-19, and thanked the employees and Commission for their collaboration. She noted she is proud of our residents, and thanked them for their social distancing.

12. Appointments

12.1 Broward League of Cities 2020-2021 Director Appointments
Director – Vice-Mayor Odman
Alternate – Mayor Lewellen
Second Alternate – Commissioner James

12.2 Complete Count Advisory Committee

Commissioner Harris appointed: Mia Kelava

12.3 Creative Arts Council Advisory Board – no appointments

12.4 General Employees Pension Board – no appointments

12.5 Green Advisory Board – no appointments

12.6 Police and Fire Pension Board – no appointments

Commissioner James motioned to approve the appointments; 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**		

13. Administrative Reports

13.1 City Manager

City Manager Garcia reviewed her Manager's Report and departmental memos included in the agenda packet. She noted early in March, a cleaning crew was contracted for cleaning services at three facilities; ratification of the contract will come back to the Commission. She spoke of the efforts of Code Compliance and Parking Enforcement during this time.

City Manager Garcia noted the community partnership with local agencies and Parks and Recreation to provide hot meals to local residents. She spoke of the upcoming Adopt a Box event to be held on May 8th at the Dania Beach Casino and noted on May 22nd, there will be a Farm Share distribution for the community.

City Manager Garcia reported that within 24 hours of receiving word residents were having issues with completing unemployment claims electronically, staff printed forms in English Spanish and Creole and made them available outside City Hall.

City Manager Garcia stated the City is attempting to obtain an $105,000.00 appropriation from the CARES Act, in addition to receiving $250,000.00 for a water infrastructure and revitalization project which would allow new linear piping and fire hydrants for the City.

City Manager Garcia reported on the beach camera recently installed, the benefits of an additional bulk pick up, and the new Customer Service hotline established to augment resident assistance during Covid-19.

Mayor Lewellen thanked City Manager Garcia for her hard work and efforts.

13.2 City Attorney

City Attorney Ansbro had no comments.

13.3 City Clerk - Reminders

Tuesday, May 12, 2020 - 5:30 p.m.	CRA Board Meeting
Tuesday, May 12, 2020 - 7:00 p.m.	City Commission Meeting
Tuesday, May 26, 2020 - 7:00 p.m.	City Commission Meeting

14. Adjournment

Mayor Lewellen adjourned the meeting at 10:51 p.m.

ATTEST:

CITY OF DANIA BEACH

_____
THOMAS SCHNEIDER, CMC
CITY CLERK

_____
LORI LEWELLEN
MAYOR

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Resolution

Continued from: April 28, 2020

Requested Action (Identify appropriate Action or Motion)
ADOPT RESOLUTION AUTHORIZING THE CITY MANAGER TO OBTAIN SUPPLEMENTAL PLAN REVIEW, INSPECTION AND ADMINISTRATIVE SERVICES FROM C.A.P. GOVERNMENT, INC. AUTHORIZING SUCH PURCHASE TO BE MADE FROM THE BUILDING FUND'S APPROVED ANNUAL BUDGET APPROPRIATIONS

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

Fiscal Impact/Cost Summary

Exhibits Attached
2Memo - CAP Supplemental Building Code Services Agreement 2020, R-2020-035 C.A.P. Government Supplemental Plan Review, Inspection and Administrative Services

CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
MEMORANDUM

DATE: May 12, 2020

TO: Honorable Mayor and Commissioners

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

VIA: Candido Sosa-Cruz, Assistant City Manager

Candido Sosa-Cruz
Digitally signed by Candido Sosa-Cruz
DN: cn=Candido Sosa-Cruz, o=City of Dania Beach, ou, email=csosacruz@daniabeachfl.gov, c=US
Date: 2020.05.05 07:58:51 -04'00'

BY: Eleanor Norena, CFM, Director

Eleanor Norena
Digitally signed by Eleanor Norena
DN: cn=Eleanor Norena, o, ou, email=enorena@daniabeachfl.gov, c=US
Date: 2020.05.04 19:28:16 -04'00'

RE: Approval of a resolution to procure professional supplemental plan review, inspection and administrative services from C.A.P. Government, Inc.

The Request

The Community Development Department is requesting approval to enter into an agreement for supplemental building code plan review, inspections and administrative services from C.A.P. Government, Inc. (C.A.P.).

Background

Last year the City Commission requested an "RFP" for supplemental building code services. The City received two (2) qualified bids from C.A.P. Government Inc. and Calvin Giordano. On October 7, 2019 the City Commission awarded the bid to C.A.P. Government Inc. The City currently piggy-backs with the City of Fort Lauderdale's contract with C.A.P. Government Inc. for these services which is set to expire June 2020.

The proposed agreement with C.A.P. will provide a continuation of supplemental Community Development services that augment our great city team with technical expertise from subject matter experts that include; building code plan review and inspections for structural, electrical, mechanical, plumbing, engineering, zoning, and floodplain, other services such as; Building Official, Project Manager, Project Engineer, Project Architect, and electronic plan review software. The contracted CAP employees will only be requested on 'as-needed' basis depending on work volume, if the department's workload decreases this agreement allows the flexibility to adjust the contracted staff accordingly.

The term and rates of this agreement shall remain in effect for three (3) years with one (1) additional two (2) year term. CAP was the lowest most responsible bidder and although their new rates are higher than the previous contract they are still 5% lower than the current rates from Broward County. This agreement provides for a fixed hourly rate per discipline that will be managed by the Department Director. The cost for these department services are paid from the Building Fund with revenue generated from the collection of building permit fees.

In being a good business partner, CAP has agreed to provide the City its existing lower rates for a twelve (12) month period, these savings are approximately $100,000, to help offset the unforeseen hardship the City will endure due to the COVID-19 pandemic. These rates are only afforded to the City of Dania Beach and are not available to any entities that wish to piggyback off this Agreement in the future.

Budgetary Impact

Funding was made available and appropriated during FY2020 budget, from the Building Fund with revenue generated from the collection of building permit fees, Contractual Services General Account No. 107-15-02-524-34-10.

Recommendation

Approve resolution.

RESOLUTION NO. 2020-035

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO OBTAIN SUPPLEMENTAL PLAN REVIEW, INSPECTION AND ADMINISTRATIVE SERVICES FROM C.A.P. GOVERNMENT, INC. AUTHORIZING SUCH PURCHASE TO BE MADE FROM THE BUILDING FUND'S APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Charter of the City of Dania Beach, Part III, Article 3, Section 4, Subsection (j), authorizes the City Manager to purchase supplies, services, equipment and materials for the City government in amounts in excess of the established monetary threshold without competitive bidding and without advertisement for bids if 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 City of Dania Beach adopted Ordinance No. 2019-013 to allow the expenditures of City funds to exceed One Million Dollars ($1,000,000.00) to C.A.P. Government, Inc., which will include authorizing such expenditures which are made in future budgets for future fiscal years for the term of the contract; and

WHEREAS, on October 7, 2019, the City Commission approved the bid award to C.A.P. Government, Inc. pursuant to Resolution No. 2019-124; and

WHEREAS, the City of Dania Beach wishes to supplement its building code services which are necessary to accommodate anticipated land development projects; and

WHEREAS, due to the COVID-19 pandemic, C.A.P. Government, Inc. has agreed to provide the City with the lower rates under the current Agreement through June 16, 2021; after which date, the new rate schedule will be in effect; and

WHEREAS, the City of Dania Beach has determined that the accredited professional services required to provide supplemental plans examining and inspection services are most appropriately obtained as contractual services at this time;

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

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

Section 2. That the proper City officials are authorized to execute the attached agreement with C.A.P. Government, Inc., a copy of which Agreement is made a part of and is incorporated into this Resolution by this reference as Exhibit "A".

Section 3. The funding for these services shall be subject to and made within the Building Fund approved level of annual budget appropriations from the Building Fund Professional Services General Account No. 107-15-02-524-31-10.

Section 4. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 5. That this Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED on May 12, 2020.

ATTEST:

THOMAS SCHNEIDER, CMC CITY CLERK	LORI LEWELLEN MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

PROFESSIONAL SUPPLEMENTAL BUILDING DIVISION SERVICES

SERVICE AGREEMENT

THIS IS A PROFESSIONAL BUILDING DIVISION SUPPLEMENTAL SERVICES AGREEMENT (the "Agreement"), made and effective on _____, 2020, between the City of Dania Beach, Florida, a Florida municipal corporation (the "City") located at 100 West Dania Beach Boulevard, Dania Beach, Florida 33004 and C.A.P. Government, Inc., a Florida corporation ("CAP") with a mailing address of 100 Southeast 12th Street, Fort Lauderdale, Florida 33316.

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:

The City engages CAP to act for it in accordance with this Agreement, and CAP accepts such engagement and agrees to provide the services set forth in it. All bid documents and CAP's response to them are incorporated into this Agreement by this reference; provided, however, if there is a conflict between them and any provisions of this Agreement, then this Agreement shall control.

1.0 REQUIREMENTS

CAP will provide supplemental Building Division services as indicated below:

1.1 CAP will ensure the availability of qualified and experienced personnel to provide plan review, inspection, and administrative services and such personnel will provide prompt, courteous, efficient and effective services to all clients and citizens.

1.2 CAP will provide stability and continuity of personnel and services in the City Building Division.

1.3 CAP will ensure the availability of extra personnel if and when required, in the case of emergencies and other related assignments.

1.4 To assure the City that services will be rendered CAP agrees that its responsibilities to its employees are to:

(a) employ and pay sufficient staff in order to provide the services to the reasonable satisfaction of the City.

(b) ensure that all persons employed by CAP in connection with the provisions of the services shall be efficient, free from the influence of alcohol or drugs, honest and shall be qualified to provide the services, including, but not limited to possessing the ability to administer first aid, including CPR.

(c) ensure that CAP's employees undergo such training as may be necessary to enable them to carry out their respective duties in accordance

with this Agreement and to provide pleasant, courteous and conscientious service to the residents, contractors and developers of the City.

(d) provide adequate supervision and coordination of CAP's employees and ensure that the employees shall abide by the rules, regulations and guidelines set from time to time by the City. CAP will replace, re-assign or shall cease to assign to City any person if reasonable objection is taken by City to any such person's employment.

(e) ensure that CAP's employees while on duty are dressed in proper uniform and carry identification badges. The uniforms shall be supplied by CAP. A badge shall be worn at all times and identify each employee by his or her first name.

(f) ensure that no duties, obligations or services are delegated or subcontracted without the advance written approval of the City.

1.5 CAP will establish a drug-free workplace by requiring drug screenings of all new employees and allow for random drug testing to the extent permitted by law. Drug testing will be at the expense of CAP and shall be administered in accordance with applicable Florida statutes and related laws.

1.6 During the term of this Agreement, CAP shall be an independent contractor and not the agent or employee of the City. In such capacity, CAP will bear exclusive responsibility for the payment of the remuneration and any insurance contributions with respect to CAP's employees. The parties are not partners or joint venturers, nor is CAP or any of CAP's employees authorized to act as the agent of the City. The individuals assigned to work by the City will be employees of CAP and shall be subject to the written acceptance of their assignment to the City.

2.0 SCOPE OF SERVICES

2.1 Services include but are not limited to: plans examination, inspections and administrative duties related to the implementation and enforcement of the Florida Building Code, City Codes and other applicable Broward County, State of Florida and federal regulations.

2.2 Other related services may involve engineering, floodplain management, zoning and landscape professional services as required by the City. Personnel for these services shall be certified by applicable professions and agencies.

2.3 Administrative personnel shall be experienced in building code and community development responsibilities.

2.4 Electronic Plan Review (EPR) services are to be provided with applicable software. The EPR software integrated with Bluebeam software is preferred.

2.5 Other related assignments and services may be performed as directed by the City; e.g., post disaster services, staffing for and emergency operations center (EOC), support of cases brought to the Broward County Unsafe Structure Board, Building Official services, City building assessments, governmental coordination, and act as the City Americans with Disabilities Act (ADA) coordinator.

3.0 FEES

3.1 The fees to be paid are set forth in Exhibit "A", a copy of which is attached to and incorporated into this Agreement by this reference.

3.2 The City will pay CAP's invoices within thirty (30) days of receipt, 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." CAP may suspend all services pursuant to this Agreement if the City's unpaid balance exceeds sixty (60) days. Such suspension or reinstatement of services will not terminate the Agreement.

4.0 SPECIAL PROVISION

4.1 Due to the COVID-19 pandemic, CAP has agreed to provide the City the rates shown in the Agreement dated September 13, 2017, which Agreement was amended on July 15, 2019, extending the term of the Agreement through June 16, 2020.

4.2 The rates are shown in Exhibit "B", which is made a part of and is incorporated into this Agreement by this reference. These rates will expire on June 16, 2021 and at that time, the rate schedule shown in Exhibit "A" will take effect for the remainder of the term of this Agreement.

4.2 These rates are only afforded to the City of Dania Beach and are not available to any entities that wish to piggyback off this Agreement in the future.

4.4 The services provided by the individual classifications shown in Exhibit "A" but not included in Exhibit "B" will be available to be utilized by the City and will be invoiced by CAP at the current rate reflected in Exhibit "A".

5.0 INSURANCE

5.1 CAP shall procure and maintain for the duration of and in full compliance with this Agreement, and any and all amendments or extensions of it, insurance against claims for loss of life, injuries to persons and damage to property (including loss of use resulting therefrom) which may arise from its performance under this Agreement in connection with the delivery and supply of the tools, equipment and materials identified in the Agreement, and in its performance of each and all of its duties relating directly or indirectly to its services to be performed, with the City named as an "additional" insured, including the City's agents, representatives, officers, officials, employees and volunteers.

5.2 CAP shall not commence Work under this Agreement until CAP has obtained all insurance required, and such Coverages have been approved by the Risk Manager of the City. CAP shall not allow any Subcontractor to commence Work on any subcontract until the Subcontractor, as provided in this Agreement and all Coverages required of any Subcontractor have been approved in advance in writing by the City. In addition, CAP shall be responsible for any policy deductibles and self-insured retentions.

5.3 CAP shall file Certificates of Insurance with the City, reflecting evidence of all Coverages. All certificates of insurance must clearly identify the Contract to which they pertain, including a brief description of the subject matter of the Contract. They shall be filed with the City's Risk Manager within fourteen (14) days of the execution of this Agreement by both parties. The certificates of insurance shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty (30) days' prior written notice has been given to the City. Policies for Coverage 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.

5.4 All coverages shall be in force until all Work required to be performed under the terms of this Agreement is satisfactorily completed. In the event insurance certificates provided to City indicate that any insurance shall terminate and lapse during the period of this Agreement and any and all amendments or extensions of it, then in that event, CAP 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 remaining term of the Agreement and any and all extension of it, are in effect. **CAP AND ANY SUBCONTRACTOR SHALL NOT PERFORM OR CONTINUE TO WORK PURSUANT TO THIS AGREEMENT, UNLESS ALL COVERAGES REMAIN IN FULL FORCE AND EFFECT; WORK DELAY IS SUBJECT TO PROVISIONS IN THIS AGREEMENT.**

6.0 INSURANCE REQUIREMENTS

6.1 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. CAP shall be held responsible for any modifications, deviations, or omissions in the insurance requirements and shall be responsible for any deductible amounts.

6.2 **COMMERICAL GENERAL LIABILITY INSURANCE** is to be provided, to include bodily injury, broad form property damage, products and completed operations, blanket contractual liability, independent contractors, personal injury, fire, legal liability coverage and incidental medical malpractice coverage with limits of no less than Two Million Dollars ($2,000,000.00) per occurrence, and Two Million Dollars ($2,000,000.00) annual aggregate for death, bodily injury, personal injury and property damage.

SPECIAL PROVISIONS AS TO COMMERICAL 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 Additional "Named" 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;
- 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.

6.3 Professional Liability Insurance in an amount of not less than One Million Dollars ($1,000,000.00) per occurrence, single limit.

6.4 WORKERS' COMPENSATION INSURANCE shall be maintained by CAP and any Subcontractors during the term of this Agreement, including any and all amendments of it, and it is to apply to all "statutory employees" of CAP (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 CAP, its employees, and Subcontractors.

6.5 In the case any work is sublet as otherwise addressed in this Agreement or applicable Bid Documents, CAP shall require any Subcontractors similarly to provide Workers' Compensation Insurance for all of the latter's employees, in addition to any coverage afforded by CAP, by furnishing statutory limits Part A of no less than and One Hundred Thousand Dollars ($100,000.00) per occurrence, and Five Hundred Thousand Dollars ($500,000.00) per aggregate for disease; and One Hundred Thousand Dollars ($100,000.00) limit for disease of an individual employee.

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 CAP has responsibility for notification); and
- Waiver of Subrogation in favor of the City.

6.6 Deductibles and Self-Insured Retentions; Deductibles and Self-Insured Retentions Defined:

All deductibles and self-insured retentions must be shown clearly on the Certificates of Insurance and approved by the City. City reserves the right to disapprove any or all of them but shall not unreasonably do so.

6.7 AUTOMOBILE LIABILITY INSURANCE shall be maintained with combined single limits of no less than One Hundred Thousand Dollars ($100,000.00) per occurrence, and no less than Two Hundred Thousand Dollars ($200,000.00) annual aggregate, 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, Florida" is added as an "Additional Named Insured";
- 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then CAP has responsibility for notification); and
- Waiver of Subrogation in favor of the City.

6.8 If CAP hires a Subcontractor for any portion of any Work, then such Subcontractor shall provide Commercial General Liability insurance with minimum limits of no less than One Million Dollars ($1,000,000.00).

6.9 All insurance policies shall contain the following provisions:
(a) There are not to be any special limitations on the protection being provided to the City, its officials, officers, employees or volunteers.
(b) CAP's Insurance is Primary: CAP's insurance coverages shall be primary insurance with respect to the City's, its officials', employees', and volunteers' insurances.
(c) Coverage Guaranteed: Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
(d) Occurrence Basis: CAP's insurances shall be on an occurrence basis as opposed to a claims-made basis.
(e) Separation of Insured: The definition of insured shall read as follows:
"The insurance afforded applies separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the company's

liability. The company, in this context, is CAP's insurance company." If no such definition of the insured is quoted in the insurance, CAP must provide "Cross Liability Clause" or "Severability of Interests Clause" endorsements for all liability insurances.

(f) Florida State Licensed: All insurance policies and bonds required of CAP shall be written by Companies authorized and licensed to do insurance business in the state of Florida and must be executed by agents licensed as agents by the state of Florida.

6.10 Verification of Coverage:

(a) Certificates and Endorsements Provided: CAP shall furnish the City with Certificates of Insurance with original endorsements affecting coverage. **The certificates and endorsements must be received and approved by City in writing before any services can commence.**

(b) Authorized Signatures: The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

(c) Coverage Continuation: Insurance coverage required by this Agreement shall be in force throughout the term of the Agreement. Should CAP fail to provide acceptable evidence of current insurance within seven (7) days of receipt of written notice at any time during the term of the Agreement, the City shall have the right to consider the Agreement breached which breach shall justify City's termination of it. If coverage on the Certificates of Insurance is shown to expire prior to the end of the Agreement, CAP shall furnish Certificates of Insurance evidencing renewal of such coverage to the City.

7.0 INDEMNIFICATION AND HOLD HARMLESS PROVISIONS

7.1 CAP shall, in addition to any other obligation, indemnify the City and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City, including its agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual or alleged:

(a) bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting or claimed to have resulted in whole or in part from any actual or alleged act or omission of CAP, anyone directly or indirectly employed by it, or anyone for whose acts any of them may be liable in the performance of the Work;

(b) any violation of law, statute, ordinance, governmental administrative order, rule, regulation, or infringement of patent rights by CAP in the performance of the Work;

(c) liens, claims, actions made by CAP or other party performing the Work; and

(d) claims of whatever nature related to collection practices or any actions of a contradictory nature pursuant to this Agreement or in an attempt to collect monies due or claimed to be due to the City.

7.2 CAP agrees to indemnify and hold harmless the City and its respective officers, employees, and assigns from liabilities, damages, losses, and costs including, but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentionally wrongful misconduct of CAP and persons employed or utilized by CAP in the performance of the Services.

8.0 TERM OF AGREEMENT

8.1 This Agreement shall remain in effect for three (3) years; provided that the services rendered by CAP during the Agreement period are determined by the City to be satisfactory and funding is available. Notwithstanding the preceding paragraph, CAP recognizes that funds for payment for the services rendered must be appropriated through annual purchase orders, if approved in advance by the City Commission. If such funds are not approved and appropriated, the Agreement is void.

8.2 The City has a right to exercise a renewal option of one (1) additional two (2) year term, and CAP agrees to honor the current hourly rates specified in this Agreement for such term.

9.0 TERMINATION BY CAP

9.1 CAP may terminate the Agreement if the Work is stopped for a period of thirty (30) days through no act or fault of CAP, Subcontractor, Sub-subcontractor, their agents or employees, or any other persons performing portions of the Work under the Agreement with CAP, for any of the following reasons:

a. issuance of an order of a court or other public authority having jurisdiction, or

b. an act of government, such as a declaration of national emergency, making material unavailable or services unable to be rendered.

9.2 If one of the above reasons exists, CAP may, upon five (5 additional days' written notice to the City, terminate the Agreement and recover from the City payment for Work performed.

10.0 TERMINATION BY THE CITY FOR CAUSE

10.1 The City may terminate the Agreement if CAP:

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 the City;
c. commits any act or omission that evidences a lack of integrity or honesty or which reflects negatively on the City, 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 in this Agreement; or
e. otherwise is guilty of substantial breach of a provision of the Agreement.

10.2 When the City terminates the Agreement, CAP shall not be entitled to receive any further payment until the Work is completed and approved by City

10.3 All damages, costs and charges incurred by the City, shall be deducted from any monies due or which may become due to CAP. In case the damages and expenses so incurred by the City shall exceed the unpaid balance, then CAP shall be liable and shall pay to the City the amount of such excess.

10.4 If, after Notice of Termination or Suspension of CAP's right to proceed, it is determined for any reason that CAP was not in default, the rights and obligations of the City and CAP 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.

11. TERMINATION BY THE CITY FOR CONVENIENCE

The Agreement may be terminated for convenience by City upon fifteen (15) days' advance written notice to CAP and CAP'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, CAP shall be paid for all acceptable Work performed prior to termination and shall not be entitled to any other costs, fees or payments.

12.0 DISPUTES, VENUE, WAIVER OF JURY TRIAL; ATTORNEY FEES.

12.1 Venue; Fees. All claims, counterclaims, disputes and other matters in question between the City and CAP arising out of, relating to or pertaining to this Agreement, or the breach of it, or the services of it, or the standard of performance required in it, shall be addressed by resort to non-binding mediation as authorized under the laws and rules of Florida; provided, however, that in the event of any dispute between the parties, the parties agree to first negotiate with each other for a resolution of the matter or matters in dispute and, upon failure of such negotiations to resolve the dispute, the parties shall resort to mediation.

If mediation is unsuccessful, any such matter may be determined by litigation in a court of competent jurisdiction. For any legal action arising out of or pertaining to this Agreement shall be the Circuit Court for the Seventeenth Judicial Circuit in and for Broward County, Florida, or the federal District Court in the Southern District of the United States. Each party further agrees that venue of any action to enforce this Agreement shall be in Broward County,

Florida. In any litigation, the parties agree to each waive any trial by jury of any and all issues. In the event of any litigation which arises out of, pertains to, or relates to this Agreement, or the breach of it, or the standard of performance required in it, each party shall bear its own attorney fees and costs.

12.2 Operations during Dispute. In the event that a dispute, if any, arises between the City and CAP relating to this Agreement, or its performance or compensation, the Consultant agrees to continue to render service in full compliance with all terms and conditions of this Agreement as required by the City.

12.3 Legal Representation. It is acknowledged and agreed that each party to this Agreement had the opportunity to be represented by legal counsel in the preparation of this Agreement.

13.0 ASSIGNS; SUBCONTRACTS

CAP shall not delegate, assign, sublet, subcontract or transfer any duties or obligations arising under this Agreement, without the prior written approval of the City.

14.0 NOTICES

Any notice required or permitted to be given by a party to this Agreement shall be mailed or delivered to the other party at the addresses specified below:

To CITY: City of Dania Beach, Florida
Ana M. Garcia, ICMA-CM, City Manager
100 West Dania Beach Blvd.
Dania Beach, FL 33004

With a copy to: City of Dania Beach, Florida
Attn: Thomas J. Ansbro, City Attorney
100 West Dania Beach Blvd.
Dania Beach, FL 33004

To CAP: C.A.P. Government, Inc.
Carlos A. Penin, President
100 Southeast 12th Street
Fort Lauderdale, Florida 33316

15.0 GENERAL PROVISIONS

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

15.1 This document constitutes the sole and only Agreement of the parties and correctly sets forth the rights, duties, and obligations of each to the other. Any prior agreement, promise, negotiation or representation not expressly set forth in this Agreement is of no force and effect. Each party agrees to perform any further acts and to execute and deliver any further documents, which may be reasonably necessary to carry out the provisions of this Agreement.

15.2 Each person signing the Agreement represents and warrants that he or she is duly authorized and has the legal capacity and authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and performance of such party's obligations have been duly authorized and are binding on such party and enforceable in accordance with its terms.

15.3 All rights granted to either of the parties shall be cumulative, and no exercise or failure to exercise by either of the parties of any right under this Agreement shall restrict or prejudice the exercise of such right or any other right granted by this Agreement or otherwise available as part of it.

15.4 The failure by either party to enforce, at any time or for any period, any one or more of the terms or conditions of this Agreement, shall not be a waiver of them or of the right of a party at any time subsequently to enforce all terms and conditions of this Agreement.

15.5 Each of the parties shall pay its own costs and expenses incurred by it in connection with any aspects of preparation of this Agreement.

15.6 All portions of the solicitation materials which are not in conflict with the provisions of this Agreement are made a part of and are incorporated into this Agreement by this reference.

16.0 PUBLIC RECORDS LAW

16.1 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 City.

16.2 Upon request from the City custodian of public records, Contractor shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

16.3 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City.

16.4 Upon completion of the Work of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by City shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

16.5 Any compensation due to Contractor shall be withheld until all records are received as provided in this Article.

16.6 Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

Section 119.0701(2)(a), Florida Statutes

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records:	**THOMAS SCHNEIDER, CMC** **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 executed this Agreement effective on the date first above written.

CITY:

CITY OF DANIA BEACH,
a Florida Municipal Corporation

ATTEST:

_____
THOMAS SCHNEIDER, CMC
CITY CLERK

_____
LORI LEWELLEN
MAYOR

APPROVED FOR FORM
AND CORRECTNESS:

_____
ANA M. GARCIA, ICMA-CM
CITY MANAGER

_____
THOMAS J. ANSBRO
CITY ATTORNEY

WITNESSES:

C.A.P. GOVERNMENT, INC.
a Florida corporation

_____
Signature

_____
PRINT Name

_____
Signature

_____
PRINT Name

_____
Signature

_____
Title

_____
PRINT Name

STATE OF FLORIDA)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or by ☐ online notarization, on _____, 2020, by Carlos A. Penin, as President of C.A.P. Government Inc., a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced _____as identification.

_____
Notary Public, State of Florida

_____
Print Name

My Commission Expires:

EXHIBIT "A"

DISCIPLINE	HOURLY RATES	OT HOURLY RATES
INSPECTOR		
Structural	$81.75	$106.00
Mechanical	$81.75	$106.00
Electrical	$81.75	$106.00
Plumbing	$81.75	$106.00
PLAN REVIEWERS		
Structural	$92.65	$120.50
Mechanical	$92.65	$120.50
Electrical	$92.65	$120.50
Plumbing	$92.65	$120.50
CHIEFS		
Structural	$93.50	$121.50
Mechanical	$93.50	$121.50
Electrical	$93.50	$121.50
Plumbing	$93.50	$121.50
BUILDING OFFICIAL		
Building Official	$109.00	$125.00
OTHER RELATED SERVICES		
Flood Plain Mgmt.	$92.65	$120.50
Engineering	$95.65	$124.50
Landscape	$81.75	$106.00
Zoning	$81.75	$106.00
Administrative	$45.00	$50.00
Project Manager	$140.00	$188.50
Project Engineer	$125.00	$162.50
Project Architect	$125.00	$162.50
Electronic Plan Review*	$105.00	$136.50
IT Services	$105.00	$136.50
Code Compliance	$75.00	$97.50

*Electronic Plan Review includes CAP providing the hardware and software to perform Electronic plans review and mobile inspection services using the CAP portal.

EXHIBIT "B"

RATE SCHEDULE EFFECTIVE
JUNE 17, 2020 THROUGH JUNE 16, 2021

Plan Reviewer & Inspectors:

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

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)
TO APPROVE AND ADOPT A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, REQUESTING ADVANCE APPROVAL FROM THE CITY COMMISSION TO PROCEED WITH THE BID ADVERTISEMENT FOR THE PROJECT KNOW AS THE SOUTHEAST 2ND AVENUE WATER MAIN REPLACEMENT PROJECT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (Public Services)

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

Fiscal Impact/Cost Summary

Exhibits Attached
20-0512_C-Memo-Auth Bid SE 2nd Ave & 7th St WM Project v2 (4) (4), R-2020- Southeast 2nd Avenue Water Main Replacement Project Approval to Bid

CITY OF DANIA BEACH
PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: May 12, 2020

TO: Honorable Mayor and Commissioners

VIA: Ana M. Garcia, ICMA- CM, City Manager
Candido Sosa-Cruz, Assistant City Manager

FROM: Fernando Rodriguez, Public Services Director

RE: AUTHORIZATION TO BID THE SE 2ND AVENUE AND SE 7TH STREET WATER MAIN REPLACEMENT PROJECT

Request
The Public Services Department (PSD) requests approval to bid construction of the SE 2nd Avenue Water Main Project, estimated to cost approximately $1.3 million. This project will replace approximately 8800 lineal feet (LF) of 8-inch cast iron water pipe with 12-inch C-900 PVC water pipe in SE 2nd Avenue and SE 7th Street.

Background
There have been three pipe breaks within the last three months in the project area and there is a continued risk of additional breaks until the pipe is replaced. The water pipes (mains) in SE 2nd Avenue and some of the surrounding area were installed circa 1952, and was constructed of cast iron pipe. The pipe was never lined to extend the pipe's life cycle. Because it's unlined, compounded with the pipe age, the hydraulics of the area, and existing field conditions, it has reached its useful life and has become deteriorated. PSD staff, including the water plant, field, and engineering staff, and its consultants have all determined that the pipe needs to be replaced now due to a high level of concern about potential water quality and risk of additional pipe failures.

Calvin Giordano and Associates (CGA) is updating plans developed for the project in 2010, with some modifications of the areal scope of the project based on field and water quality analysis over the last ten years. CGA will also permit the new water mains with the Florida Department of Environmental Protection and review shop drawings. Assuming the project is bid in June, an aggressive timeline would target project completion by November 1, 2020. All involved with the project believe that this project needs to be expedited and done immediately.

The project replaces the existing unlined 8-inch cast iron pipe with 12-inch C-900 PVC water main in SE 2nd Avenue from SE Park Street, which is just south of Dania Beach Boulevard, to SE 15th Street; on SE 7th Street from east of US HWY-1 to SE 2nd Avenue, and the updated area, SE 7th Street from SE 2nd Avenue to SE 3rd Avenue. The approximate length of pipe of each of those areas are ~6335 LF, ~1210 LF, and ~ 1255 LF, respectively for a total of approximately 8800 LF of pipe replaced. (see project extent map below, Map 1)

The pipe will be installed on the west side of the road in SE 2nd Avenue, and the north side of the road in SE 7th Street. Work will include tie-ins to all adjacent pipes and installation of new fire hydrants.

Budgetary Impact
Funding for this project will be appropriated Water Fund Reserves, from the Water Main Reserves Account# 401-00-00-389-90-02 an amount not to exceed $1.3 million.

/Continued…..

Recommendation

PSD recommends approval of this request to bid the project as described and to move forward with the SE 2nd Ave Water Main Project bid and construction, expediting replacement of the existing unlined cast iron pipe.

MAP 1 – SE 2nd Avenue Water Main Project Extent

FJR/MGC/mgc

RESOLUTION NO. 2020-041

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, REQUESTING ADVANCE APPROVAL FROM THE CITY COMMISSION TO PROCEED WITH THE BID ADVERTISEMENT FOR THE PROJECT KNOWN AS THE SOUTHEAST 2nd AVENUE WATER MAIN REPLACEMENT PROJECT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City needs to upgrade water mains located at Southeast 2nd Avenue from Southeast Park Street to Southeast 15th Street; also, located at Southeast 7th Street from east of Highway US-1 to Southeast 3rd Avenue; and also Southeast 7th Street from Southeast 2nd Avenue to Southeast 3rd Avenue due to deterioration of pipes; and

WHEREAS, funds from City reserves will be used for this project;

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

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

Section 2. That the City Commission authorizes City staff to immediately move forward with upgrading water mains in the area as described above by authorizing bidding of the construction of the Southeast 2nd Avenue Water Main Replacement Project, with an estimated cost of One Million Three Hundred Thousand Dollars ($1,300,000.00) from Water Enterprise Fund unrestricted net position account number 401-00-00-389-90-02.

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

Section 4. That this Resolution shall become effective upon its passage and adoption.

PASSED and ADOPTED on May 12, 2020.

ATTEST:

THOMAS SCHNEIDER, CMC CITY CLERK	LORI LEWELLEN MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)
TO APPROVE AND ADOPT A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF VARIOUS WATER METER COMPONENT PARTS, UTILITY PIPES AND RELATED APPURTENANCES TO BE PURCHASED FROM VARIOUS SUPPLY VENDORS UNDER THE CITY OF DEERFIELD SOUTHEAST FLORIDA GOVERNMENT PURCHASING COOPERATIVE GROUP CONTRACT NO. ITB 2018-19/12 VALID MARCH 6, 2019 THROUGH MARCH 5, 2022 FOR THE TERM CONTRACT, WHICH MAY EXCEED AN ANNUAL SINGLE ($25,000.00), AND FURTHER PROVIDING THAT SUCH PURCHASES ARE TO BE MADE WITHIN THE RESPECTIVE DEPARTMENTS' APPROVED BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE.*(Public Services)*

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

Fiscal Impact/Cost Summary

Exhibits Attached
Memo- Water Meter Fittings and Water Line Accessories (Piggyback SE FL Purchasing CoOp -Deerfield) to Exceed 25k (1), R-2020- Water Meter Fittings and Water Line Accessories (Piggyback SE FL Purchasing CoOp - Deerfield) to Exceed 25K, R-2020- Water Meter Fittings and Water Line Accessories (Piggyback SE FL Purchasing CoOp - Deerfield) to Exceed 25K Exhibit A, R-2020- Water Meter Fittings and Water Line Accessories (Piggyback SE FL Purchasing CoOp - Deerfield) to Exceed 25K Exhibit B

CITY OF DANIA BEACH
PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: May 12, 2020

TO: Honorable Mayor and Commissioners

VIA: Ana M. Garcia, ICMA- CM, City Manager
Candido Sosa-Cruz, Assistant City Manager

FROM: Fernando J. Rodriguez, Public Services Director
Marjorie G. Craig, PE, Deputy Public Services Director/ City Engineer

RE: AUTHORIZATION TO PIGGYBACK THE CITY OF DEERFIELD BEACH SOUTHEAST FLORIDA GOVERNMENT PURCHASING COOPERATIVE CONTRACT AWARD NO. ITB-2018-19/12 AND TO EXCEED THE $25,000 PER CITY VENDOR ANNUAL THRESHOLD POLICY

Request

The Public Services Department (PSD) requests authorization to piggyback the City of Deerfield Beach's Southeast Florida Governmental Purchasing Cooperative Contract Invitation to Bid (ITB) No. 2018-19/12 for "Water Meter Fittings and Water Line Accessories," (Deerfield Contract) valid March 6, 2019, through March 5, 2022, for the term of the contract. PSD also requests authorization to exceed the annual $25,000 per vendor threshold for Core & Main, Ferguson Waterworks and Fortiline, in which all three vendors are listed on the contract in order to maintain adequate repair funds and supplies for water system repairs to help protect public health and safety.

Background

PSD has purchased parts and services from the three vendors listed below under the Deerfield Contract for the last couple of years and has determined that is necessary to continue to purchase various water meter component parts and water supply parts as some vendors do not provide the full range of necessary supplies. In order to address this, PSD is requesting authorization to purchase from three of the supply vendors under the existing Deerfield Contract with the Southeast Florida Government Purchasing Cooperative Group, via Contract No. ITB 2018-19/12, a copy of which is attached as Exhibit A. Since many operational supply needs for water pipe and appurtenances are unanticipated, it is difficult to project the exact amount of supplies needed for any given year, but we have listed the total purchased for each of the three vendors over the last three years, if any. While Core & Main is primarily used because they are the closest, not all vendors have all needed supplies, especially during emergency pipe break situations as mentioned above. A price list for all of the vendors (different tabs in the spreadsheet) for supplies is also attached to this memo.

- <u>Core & Main LP</u>
    - 2017 - $12,197.21
    - 2018 - $46,852.58
    - 2019 - $112,084.15
- <u>Ferguson Waterworks</u>
    - 2017 - $12,164
    - 2018 - $4,795
    - 2019 – no purchases

\continued…

- Fortiline, Inc.
  - 2017 - $22,972.95
  - 2018 - no purchases
  - 2019 - no purchases

Budgetary Impact

Funding will be appropriated from the approved fiscal year 2020 budget in the Water Fund Distribution Division Account No. 401-33-02-533-46-70, which has a balance of $52,526. PSD is requesting to exceed the annual vendor limit of $25,000 for Core and Main because we have almost reached the limit year-to-date and will need additional supplies from them.

Recommendation

PSD recommends approval to piggyback the City of Deerfield Co-Operative Contract No, ITB-2018-19/12 and to exceed the city vendor $25,000 threshold for Core & Main, Ferguson and Fortiline, per City Policy.

RESOLUTION NO. 2020-042

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF WATER METER COMPONENT PARTS, UTILITY PIPES AND RELATED APPURTENANCES, TO BE PURCHASED FROM VARIOUS SUPPLY VENDORS UNDER THE SOUTHEAST FLORIDA GOVERNMENT PURCHASING COOPERATIVE GROUP CONTRACT NO. ITB 2018-19/12 WITH THE CITY OF DEERFIELD BEACH, WHICH MAY EXCEED AN ANNUAL SINGLE VENDOR TOTAL AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS ($25,000.00), AND FURTHER PROVIDING THAT SUCH PURCHASES ARE TO BE MADE WITHIN THE RESPECTIVE DEPARTMENTS' APPROVED BUDGETS; 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 in 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 City of 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 for a vendor each fiscal year; and

WHEREAS, the Public Services Department is requesting authorization to piggyback the City of Deerfield Beach agreement under the Southeast Florida Governmental Purchasing Cooperative Purchasing Group Contract Award No. ITB #2018-19/12 for "Water Meter Fittings and Waterline Accessories"; and

WHEREAS, the Public Services Department has determined that it is necessary to purchase various water meter component parts and water supply components for City use; and

WHEREAS, the Public Services Department has determined that not every water supply vendor provides all necessary supplies which may be required by the City, and therefore, purchases from multiple vendors are needed for City purchases; and

WHEREAS, a Purchase Order No. 2020-029 in the amount of $25,000.00 with Core and Main LP will to be increased by $20,000.00, which will need authorization to exceed the City vendor threshold per City Policy; and

WHEREAS, the Public Services Department has determined that supplies can be obtained at the least cost to the City without competitive bidding and without advertisement for bids from the following vendors under the existing Agreement with the Southeast Florida Government Purchasing Cooperative Group Contracts, a copy of which is attached as Exhibit "A" and is incorporated into this Resolution by this reference:

- Ferguson Enterprises, LLC
- Fortiline, Inc.
- Core & Main LP;

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

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

Section 2. That the City Commission approves the purchase of water meter component parts and water supply components from various suppliers approved under the existing Co-Op Agreement with the Southeast Florida Government Purchasing Cooperative Group in an amount that may exceed the annual vendor $25,000.00 purchase threshold from a single vendor.

Section 3. That the proper City officials are authorized to execute Agreements with the vendors provided, however, that no contract will become effective unless and until City officials complete their execution of it. The Agreements are attached as composite Exhibit "B" and are incorporated into this Resolution by this Reference.

Section 4. That funding for these purchases are planned and appropriated in the FY 2019-2020 approved budget in the Water Fund Distribution Division Account Number #401-33-02-533-46-70, which has a current balance of Fifty Thousand Three Hundred Fifty-Four Dollars and Ninety-Eight Cents ($50,354.98). Additional budgeted funding may also be utilized through various other accounts for citywide capital projects or repairs.

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

Section 6. That this Resolution shall become effective immediately upon its passage and adoption.

PASSED and ADOPTED on May 12, 2020.

ATTEST:

THOMAS SCHNEIDER, CMC CITY CLERK	LORI LEWELLEN MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

Southeast Florida Governmental Purchasing Cooperative Group

CONTRACT AWARD

Please complete each of the applicable boxes and submit with bid documents, award notices and tabulations to lpiper@myboca.us for placement on the NIGP SEFL website Cooperative contract page.

BID/RFP No. ITB #2018-19/12

Description/Title: Water Meter Fittings and Water Line Accessories

Initial Contract Term: Start Date: March 6, 2019 End Date: March 5, 2022

Renewal Terms of the Contract: 3 (No. of Renewals) Renewal Options for 1 Year (Period of Time)

Renewal No. ____ Start Date: _____ End Date: _____

Renewal No. ____ Start Date: _____ End Date: _____

Renewal No. ____ Start Date: _____ End Date: _____

SECTION #1 **VENDOR AWARD**

Vendor Name: Core & Main LP

Vendor Address: 4310 NW 10th Avenue, Oakland Park, FL 33309

Contact: Susan Reed

Phone: 954-722-7343 Fax: _____

Cell/Pager: _____ Email Address: susan.reed@coreandmain.com

Website: _____ FEIN: 03-0550887

VENDOR AWARD

Vendor Name: Empire Pipe and Supply

Vendor Address: 40 Keys Court, Sanford FL 32773

Contact: John Kuehne

Phone: 407-295-2400 Fax: _____

Cell/Pager: _____ Email Address: jkuehne@empirepipe.com

Website: _____ FEIN: 20-5330433

VENDOR AWARD

Vendor Name: Ferguson Waterworks
Vendor Address: 1950 NW 18th St., Pompano Beach, FL 33069
Contact: Drew Petonick
Phone: 954-973-8100 Fax: 954-971-3134
Cell/Pager: Email Address: drew.petonick@ferguson.com
Website: FEIN: 54-1211771

VENDOR AWARD

Vendor Name: Fortiline, Inc.
Vendor Address: 7025 Northwinds Drive NW, Concord, NC 28147
Contact: Sheri Smith
Phone: 704-788-9859 Fax: 704-788-9894
Cell/Pager: Email Address: sheri.smith@fortiline.com
Website: www.doorsystemsfl.com FEIN: 57-0819190

VENDOR AWARD

Vendor Name: Lehman Pipe and Supply
Vendor Address: 3575 NW 36th Street, Miami, FL 33142
Contact: Josh Aberman
Phone: 305-576-3054 Fax:
Cell/Pager: Email Address: josh@lehmanpipe.com
Website: FEIN: 59-0576183

SECTION #2 **AWARD/BACKGROUND INFORMATION**

Award Date: March 6, 2019 Resolution/Agenda Item No.: 2019/024
Insurance Required: Yes X No
Performance Bond Required: Yes No X

SECTION #3 **LEAD AGENCY**

Agency Name: City of Deerfield Beach
Agency Address: 401 SW 4th Street, Deerfield Beach, FL 33441
Agency Contact: Christine Miller, Senior Buyer Email cdmiller@deerfield-beach.com
Telephone: 954-480-4415 Fax: 954-480-4388

RESOLUTION NO. 2019/024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE AWARD OF ITB 2018-19/12 WATER METER FITTINGS AND WATER LINE ACCESSORIES, TO FERGUSON ENTERPRISES, INC., FORTILINE WATERWORKS, INC., CORE & MAIN LP, LEHMAN PIPE & PLUMBING SUPPLY CO., AND EMPIRE PIPE AND SUPPLY COMPANY, INC., ("AWARDEES") FOR THE PURCHASE OF WATER METER FITTINGS AND WATER LINE ACCESSORIES FOR USE IN THE WATER DISTRIBUTION SYSTEM; AUTHORIZING THE EXECUTION OF CONTRACTS WITH THE AWARDEES; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Purchasing and Contract Administration Division issued an Invitation to Bid for Water Meter Fittings and Water Line Accessories, ITB #2018-19/12 (the "ITB"), with the City acting as the lead agency on behalf of the Southeast Florida Governmental Purchasing Group; and

WHEREAS, the ITB was advertised in the legal notices section of the Sun-Sentinel on June 2, 2019, and the notice was also sent to seventy-two prospective Offerors via the e-Procurement Marketplace; and

WHEREAS, twelve (12) vendors viewed the ITB documents; and

WHEREAS, on February 4, 2019 at 2:00 p.m. EST, the Purchasing and Contract Administration Division (the "Division") closed and unsealed five (5) responses which were reviewed by the Purchasing and Contract Administration Division to ensure the responses met the ITB requirements; and

WHEREAS, the bid submittals were reviewed by both the Division and Environmental Services Department, and the recommendations for award are made to each bidder with the greatest overall percentage discount on the catalog price for each individual product required in the Bid; and

WHEREAS, the Division recommends that the City Commission approve awards of the ITB to the Awardees and authorize execution of contracts with the Awardees for the ITB.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced "Whereas" clauses are true and correct and made a part hereof.

Section 2. The City Commission hereby approves the award of ITB #2018-19/12 for Water Meter Fittings and Water Line Accessories to the Awardees.

Section 3. The City Manager is hereby authorized to execute 3-year contracts with the Awardees consistent with the terms and conditions of the ITB and in amounts not to exceed the total applicable budget allocations for each applicable fiscal year, together with such non-substantial changes that are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The City Manager is authorized to do all things necessary to carry out the aims of this Resolution.

Section 5. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS 5TH DAY OF MARCH, 2019.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK

THIS CONTRACT is entered into by and between the CITY OF DEERFIELD BEACH (CITY), a municipal corporation and Ferguson Waterworks, (CONTRACTOR), as follows

W I T N E S S E T H:

WHEREAS, pursuant to ITB #2018-19/12 (the ITB) the CITY accepted competitive bids for Water Meter Fittings and Water Line Accessories (the Products); and

WHEREAS, the product is delineated in the ITB; and

WHEREAS, this Contract represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative Group; and

WHEREAS, this Contract, the ITB and the CONTRACTOR's Submittal constitute the entire Contract and describe the product to be provided; and

WHEREAS, after evaluation of price and other evaluation criteria specified in the ITB the CITY has determined that the CONTRACTOR has the necessary resources, experience and ability to perform the contract at a competitive price; and

WHEREAS, the CITY has awarded the contract to CONTRACTOR for the Product on March 5, 2019, Resolution No 2019/024;

NOW THEREFORE, be it agreed by and between the parties as follows:

ARTICLE I

INTRODUCTION AND SCOPE OF PRODUCTS

1.1 The above referenced Whereas clauses are true and correct and made a part hereof.

1.2 This Contract, the ITB, together with the response to the ITB of CONTRACTOR, Exhibit "A" shall constitute the entire Contract, except to the extent specifically modified on Attachment "A" Additional Terms and Conditions. The parties agree that the Detailed Specifications are 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.

1.3 Except as specifically modified herein, CONTRACTOR shall be bound by the terms and conditions and prices as set forth in the ITB and the CONTRACTOR'S Response to the ITB. When the terms and conditions of this Contract may be read as consistent with the ITB, then and in that respect, the terms of both the ITB and this Contract shall be read as being consistent and shall be binding on both parties. Where terms and conditions of this Contract contradict anything as set forth in the ITB or the response to the ITB, then the terms and conditions of this Contract shall be binding and in full force and effect to the extent of any inconsistency.

1.4 This is a non-exclusive contract. The CITY may, in its sole and absolute discretion, utilize other parties to provide any of the products or services listed in the ITB, or any aspect of the Products if the CITY deems it to be in the best interest of the CITY.

1.5 CONTRACTOR acknowledges and agrees that the Contract Administrator has no authority to make changes that would modify the Products to be provided under this Contract.

ARTICLE 2

TERM AND TIME OF PERFORMANCE

2.1 The initial contract term shall be three (3) years beginning on 3/6/2019 and ending 3/5/2022. The City reserves the right to renew the Contract for three (3) additional one (1) year periods providing all terms, conditions, and scope of services remain the same, both parties agree to the renewal, and such renewal is approved by the City Manager as set forth in the ITB. The City Manager shall execute any renewal contract.

2.2 In the event services are scheduled to end because of the expiration of the contract, the Contractor shall continue the service upon the request of the City Manager or designee. The extension period shall not extend for more than ninety (90) 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.

2.3 Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Contract.

ARTICLE 3

COMPENSATION

3.1 The CITY shall compensate the CONTRACTOR for services provided by the CONTRACTOR, CITY agrees to pay CONTRACTOR, in the manner specified in the ITB, the amounts set forth in CONTRACTOR's Response for work actually performed and completed pursuant to this Contract, which amount shall be accepted by CONTRACTOR as full compensation for all such work. 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 its services related to this Contract. This 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. No amount shall be paid to CONTRACTOR to reimburse its expenses.

3.2 The CONTRACTOR and the CITY shall abide by the Local Government Prompt Payment Act, FL SS. 218.70-218.80.

ARTICLE 4

TERMINATION OR SUSPENSION

4.1 This Contract may be terminated for convenience by the CITY. Termination for convenience by the CITY shall be effective on the termination date stated in written notice provided by CITY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Contract may also be terminated by the City Manager 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 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.

4.2 This Contract 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 suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Contract.

4.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Contract except that notice of termination by the City Manager, which the City Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Contract.

4.4 In the event this Contract is terminated for convenience, CONTRACTOR shall be paid for any services properly performed under the Contract through the termination date specified in the written notice of termination. CONTRACTOR acknowledges and agrees that 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 Contract for convenience.

4.5 In the event this Contract is terminated for any reason, any amounts due CONTRACTOR shall be withheld by CITY until all documents are provided to CITY pursuant to Section 6.1 of Article 6.

4.6 Should at any time during the term of this contract, including any option terms, the CONTRACTOR is in violation of any of the terms and conditions of this contract, the City shall have the right to suspend the CONTRACTOR until the violation is resolved to the satisfaction of the City. If the violation is not promptly resolved or is of such serious nature that the City determines that suspension is not adequate, the City reserves the right to terminate for cause.

4.6.1 In the event a CONTRACTOR is terminated, the City may assign the contract to another CONTRACTOR, or seek a new CONTRACTOR, until the contract is re-let, or until the end of the contract term then in effect, at its sole option and shall reserve all legal remedies for damages and other relief.

ARTICLE 5

EEO AND ADA COMPLIANCE

5.1 CONTRACTOR shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, political affiliation or disability in the performance of this Contract, the solicitation for

or purchase of goods or services relating to this Contract, or in subcontracting work in the performance of this Contract. CONTRACTOR shall include the foregoing or similar language in its contracts with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as CITY deems appropriate.

5.2 CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Contract. CONTRACTOR shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

ARTICLE 6

MISCELLANEOUS

6.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Contract are and shall remain the property of CITY; and, if a copyright is claimed, CONTRACTOR grants to CITY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Contract, 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 Contract Administrator within seven (7) days of termination of this Contract by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

6.2 AUDIT RIGHT AND RETENTION OF RECORDS

CITY shall have the right to audit the books, records, and accounts of CONTRACTOR and its subcontractors that are related to this Project. CONTRACTOR and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CONTRACTOR and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CONTRACTOR or its subcontractor, as applicable, shall make same available at no cost to CITY in written form.

CONTRACTOR and its subcontractors shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for the required retention period of the Florida Public Records Act, 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 Contract. 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 Act is determined by CITY to be applicable to CONTRACTOR's and its subcontractors' records, CONTRACTOR and its subcontractors shall comply with all requirements thereof;

however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR or its subcontractors. 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 its subcontractors to agree to the requirements and obligations of this Section 6.2.

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 (954-480-4215, WEB.CLERK@DEERFIELD-BEACH.COM, CITY OF DEERFIELD BEACH, CITY CLERK'S OFFICE, 150 NE 2ND AVENUE, DEERFIELD BEACH, FL 33441).

6.3 COMPLAINTS AND DISPUTES: All complaints concerning misconduct on the part of the Contractor or disputes between City staff and the Contractor are referred to the City Manager or his designee, who shall conduct investigations and inquiries, including discussions with the Contractor and involved staff. The determinations of the City Manager or designee shall be binding upon the parties, and failure of the CONTRACTOR to follow any such determination could be considered a material breach and subject the CONTRACTOR to termination for cause. The CONTRACTOR agrees that any complaints received by the City concerning misconduct on the part of the CONTRACTOR, such as excessive charges, poor business practices etc., will be referred to the Office of the City Manager for appropriate action. The CONTRACTOR agrees to make any complaints concerning the City of Deerfield Beach available to the Office of the City Manager for action as required.

6.4 THIRD PARTY BENEFICIARIES
Neither CONTRACTOR nor CITY intends to directly or substantially benefit a third party by this Contract. Therefore, the parties agree that there are no third party beneficiaries to this Contract and that no third party shall be entitled to assert a right or claim against either of them based upon this Contract.

6.5 NOTICES
Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR CITY:

Burgess Hanson, City Manager
City of Deerfield Beach
150 NE 2nd Avenue
Deerfield Beach, FL 33441

FOR CONTRACTOR:

Ferguson Waterworks
Attn: Drew Petonick
1950 NW 18 Street
Pompano Beach, FL 33069
954-973-8100

6.6 MATERIALITY AND WAIVER OF BREACH

CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein was bargained for at arms-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 Contract and that each is, therefore, a material term hereof.

CITY's failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

6.7 SEVERANCE

In the event a portion of this Contract is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to terminate this Contract. An election to terminate this Contract based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

6.8 JOINT PREPARATION

Each party and its counsel have participated fully in the review and revision of this Contract and acknowledge that the preparation of this Contract has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Contract shall be interpreted as to its fair meaning and not strictly for or against any party.

6.9 WAIVER OF JURY TRIAL

By entering into this contract, CONTRACTOR, and CITY hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this contract.

6.10 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 Contract and executed by the Board and CONTRACTOR or others delegated authority to or otherwise authorized to execute same on their behalf.

6.11 PRIOR CONTRACTS

This document represents the final and complete understanding of the parties and incorporates or

supersedes all prior negotiations, correspondence, conversations, Contracts, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, Contract, or understanding concerning the subject matter of this Contract 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 Contract, whether oral or written.

6.12 REPRESENTATION OF AUTHORITY

Each individual executing this Contract on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Contract, duly authorized by all necessary and appropriate action to execute this Contract on behalf of such party and does so with full legal authority.

6.13 MULTIPLE ORIGINALS

Multiple copies of this Contract may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

IN WITNESS WHEREOF the parties have caused these presents to be executed.

Witnesses:

_____

_____

CITY OF DEERFIELD BEACH

By: _____
BURGESS HANSON, CITY MANAGER

Date: 3/26/19

ATTEST:

_____
SAMANTHA GILLYARD, CMC, CITY CLERK

APPROVED AS TO FORM:

_____
For ANDREW S. MAURODIS, CITY ATTORNEY

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE.

[If incorporated sign below.]

CONTRACTOR

ATTEST:

FERGUSON WATERWORKS
(Name of Corporation)

_____

By_____
(Signature)

(Secretary)

DREW PETOWICK
(Type Name/Title Signed Above)

_____

(Corp

26 day of FEBRUARY, 20 19.

[If not incorporated sign below.]

CONTRACTOR

WITNESSES:

_____

_____
(Name)

_____

By_____
(Signature)

_____
(Type Name Signed Above)

____ day of _____, 20___.

CITY REQUIRES TWO (2) FULLY-EXECUTED CONTRACTS, FOR DISTRIBUTION

ATTACHMENT "A"
ADDITIONAL TERMS AND CONDITIONS

THIS CONTRACT is entered into by and between the CITY OF DEERFIELD BEACH (CITY), a municipal corporation and Fortiline, Inc, (CONTRACTOR), as follows

W I T N E S S E T H:

WHEREAS, pursuant to ITB #2018-19/12 (the ITB) the CITY accepted competitive bids for Water Meter Fittings and Water Line Accessories (the Products); and

WHEREAS, the product is delineated in the ITB; and

WHEREAS, this Contract represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative Group; and

WHEREAS, this Contract, the ITB and the CONTRACTOR's Submittal constitute the entire Contract and describe the product to be provided; and

WHEREAS, after evaluation of price and other evaluation criteria specified in the ITB the CITY has determined that the CONTRACTOR has the necessary resources, experience and ability to perform the contract at a competitive price; and

WHEREAS, the CITY has awarded the contract to CONTRACTOR for the Product on March 5, 2019, Resolution No 20___/___;

NOW THEREFORE, be it agreed by and between the parties as follows:

ARTICLE I

INTRODUCTION AND SCOPE OF PRODUCTS

1.1 The above referenced Whereas clauses are true and correct and made a part hereof.

1.2 This Contract, the ITB, together with the response to the ITB of CONTRACTOR, Exhibit "A" shall constitute the entire Contract, except to the extent specifically modified on Attachment "A" Additional Terms and Conditions. The parties agree that the Detailed Specifications are 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.

1.3 Except as specifically modified herein, CONTRACTOR shall be bound by the terms and conditions and prices as set forth in the ITB and the CONTRACTOR'S Response to the ITB. When the terms and conditions of this Contract may be read as consistent with the ITB, then and in that respect, the terms of both the ITB and this Contract shall be read as being consistent and shall be binding on both parties. Where terms and conditions of this Contract contradict anything as set forth in the ITB or the response to the ITB, then the terms and conditions of this Contract shall be binding and in full force and effect to the extent of any inconsistency.

1.4 This is a non-exclusive contract. The CITY may, in its sole and absolute discretion, utilize other parties to provide any of the products or services listed in the ITB, or any aspect of the Products if the CITY deems it to be in the best interest of the CITY.

1.5 CONTRACTOR acknowledges and agrees that the Contract Administrator has no authority to make changes that would modify the Products to be provided under this Contract.

ARTICLE 2

TERM AND TIME OF PERFORMANCE

2.1 The initial contract term shall be three (3) years beginning on 3/6/2019 and ending 3/5/2022. The City reserves the right to renew the Contract for three (3) additional one (1) year periods providing all terms, conditions, and scope of services remain the same, both parties agree to the renewal, and such renewal is approved by the City Manager as set forth in the ITB. The City Manager shall execute any renewal contract.

2.2 In the event services are scheduled to end because of the expiration of the contract, the Contractor shall continue the service upon the request of the City Manager or designee. The extension period shall not extend for more than ninety (90) 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.

2.3 Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Contract.

ARTICLE 3

COMPENSATION

3.1 The CITY shall compensate the CONTRACTOR for services provided by the CONTRACTOR, CITY agrees to pay CONTRACTOR, in the manner specified in the ITB, the amounts set forth in CONTRACTOR's Response for work actually performed and completed pursuant to this Contract, which amount shall be accepted by CONTRACTOR as full compensation for all such work. 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 its services related to this Contract. This 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. No amount shall be paid to CONTRACTOR to reimburse its expenses.

3.2 The CONTRACTOR and the CITY shall abide by the Local Government Prompt Payment Act, FL SS. 218.70-218.80.

ARTICLE 4

TERMINATION OR SUSPENSION

4.1 This Contract may be terminated for convenience by the CITY. Termination for convenience by the CITY shall be effective on the termination date stated in written notice provided by CITY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Contract may also be terminated by the City Manager 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 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.

4.2 This Contract 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 suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Contract.

4.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Contract except that notice of termination by the City Manager, which the City Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Contract.

4.4 In the event this Contract is terminated for convenience, CONTRACTOR shall be paid for any services properly performed under the Contract through the termination date specified in the written notice of termination. CONTRACTOR acknowledges and agrees that 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 Contract for convenience.

4.5 In the event this Contract is terminated for any reason, any amounts due CONTRACTOR shall be withheld by CITY until all documents are provided to CITY pursuant to Section 6.1 of Article 6.

4.6 Should at any time during the term of this contract, including any option terms, the CONTRACTOR is in violation of any of the terms and conditions of this contract, the City shall have the right to suspend the CONTRACTOR until the violation is resolved to the satisfaction of the City. If the violation is not promptly resolved or is of such serious nature that the City determines that suspension is not adequate, the City reserves the right to terminate for cause.

4.6.1 In the event a CONTRACTOR is terminated, the City may assign the contract to another CONTRACTOR, or seek a new CONTRACTOR, until the contract is re-let, or until the end of the contract term then in effect, at its sole option and shall reserve all legal remedies for damages and other relief.

ARTICLE 5

EEO AND ADA COMPLIANCE

5.1 CONTRACTOR shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, political affiliation or disability in the performance of this Contract, the solicitation for

or purchase of goods or services relating to this Contract, or in subcontracting work in the performance of this Contract. CONTRACTOR shall include the foregoing or similar language in its contracts with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as CITY deems appropriate.

5.2 CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Contract. CONTRACTOR shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

ARTICLE 6

MISCELLANEOUS

6.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Contract are and shall remain the property of CITY; and, if a copyright is claimed, CONTRACTOR grants to CITY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Contract, 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 Contract Administrator within seven (7) days of termination of this Contract by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

6.2 AUDIT RIGHT AND RETENTION OF RECORDS

CITY shall have the right to audit the books, records, and accounts of CONTRACTOR and its subcontractors that are related to this Project. CONTRACTOR and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CONTRACTOR and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CONTRACTOR or its subcontractor, as applicable, shall make same available at no cost to CITY in written form.

CONTRACTOR and its subcontractors shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for the required retention period of the Florida Public Records Act, 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 Contract. 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 Act is determined by CITY to be applicable to CONTRACTOR's and its subcontractors' records, CONTRACTOR and its subcontractors shall comply with all requirements thereof;

however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR or its subcontractors. 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 its subcontractors to agree to the requirements and obligations of this Section 6.2.

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 (954-480-4215, WEB.CLERK@DEERFIELD-BEACH.COM, CITY OF DEERFIELD BEACH, CITY CLERK'S OFFICE, 150 NE 2ND AVENUE, DEERFIELD BEACH, FL 33441).

6.3 COMPLAINTS AND DISPUTES: All complaints concerning misconduct on the part of the Contractor or disputes between City staff and the Contractor are referred to the City Manager or his designee, who shall conduct investigations and inquiries, including discussions with the Contractor and involved staff. The determinations of the City Manager or designee shall be binding upon the parties, and failure of the CONTRACTOR to follow any such determination could be considered a material breach and subject the CONTRACTOR to termination for cause. The CONTRACTOR agrees that any complaints received by the City concerning misconduct on the part of the CONTRACTOR, such as excessive charges, poor business practices etc., will be referred to the Office of the City Manager for appropriate action. The CONTRACTOR agrees to make any complaints concerning the City of Deerfield Beach available to the Office of the City Manager for action as required.

6.4 THIRD PARTY BENEFICIARIES
Neither CONTRACTOR nor CITY intends to directly or substantially benefit a third party by this Contract. Therefore, the parties agree that there are no third party beneficiaries to this Contract and that no third party shall be entitled to assert a right or claim against either of them based upon this Contract.

6.5 NOTICES
Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR CITY:

Burgess Hanson, City Manager
City of Deerfield Beach
150 NE 2nd Avenue
Deerfield Beach, FL 33441

FOR CONTRACTOR:

Fortiline, Inc.
Attn: Sheri Smith
7025 Northwinds Drive, NW
Concord, NC 28147
704-788-9859

6.6 MATERIALITY AND WAIVER OF BREACH

CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein was bargained for at arms-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 Contract and that each is, therefore, a material term hereof.

CITY's failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

6.7 SEVERANCE

In the event a portion of this Contract is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to terminate this Contract. An election to terminate this Contract based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

6.8 JOINT PREPARATION

Each party and its counsel have participated fully in the review and revision of this Contract and acknowledge that the preparation of this Contract has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Contract shall be interpreted as to its fair meaning and not strictly for or against any party.

6.9 WAIVER OF JURY TRIAL

By entering into this contract, CONTRACTOR, and CITY hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this contract.

6.10 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 Contract and executed by the Board and CONTRACTOR or others delegated authority to or otherwise authorized to execute same on their behalf.

6.11 PRIOR CONTRACTS

This document represents the final and complete understanding of the parties and incorporates or

supersedes all prior negotiations, correspondence, conversations, Contracts, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, Contract, or understanding concerning the subject matter of this Contract 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 Contract, whether oral or written.

6.12 REPRESENTATION OF AUTHORITY
Each individual executing this Contract on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Contract, duly authorized by all necessary and appropriate action to execute this Contract on behalf of such party and does so with full legal authority.

6.13 MULTIPLE ORIGINALS
Multiple copies of this Contract may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

IN WITNESS WHEREOF the parties have caused these presents to be executed.

Witnesses:

_____

_____

CITY OF DEERFIELD BEACH

By: _____
BURGESS HANSON, CITY MANAGER

Date: 3/26/19

ATTEST:

_____
SAMANTHA GILLYARD, CMC, CITY CLERK

APPROVED AS TO FORM:

_____
For ANDREW S. MAURODIS, CITY ATTORNEY

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE.

[If incorporated sign below.]

CONTRACTOR

ATTEST:

Fortiline, Inc.
(Name of Corporation)

JOHN TOMASSO
(Secretary)

By
(Signature)

Richard Cinnemon, VP + Asst. Secretary
(Type Name/Title Signed Above)

(Corporate Seal)

Fortiline, Inc. Corporate SEAL 1986 South Carolina

25 day of February, 2019.

[If not incorporated sign below.]

CONTRACTOR

WITNESSES:

(Name)

By
(Signature)

(Type Name Signed Above)

____ day of _____, 20___.

CITY REQUIRES TWO (2) FULLY-EXECUTED CONTRACTS, FOR DISTRIBUTION

ATTACHMENT "A"
ADDITIONAL TERMS AND CONDITIONS

THIS CONTRACT is entered into by and between the CITY OF DEERFIELD BEACH (CITY), a municipal corporation and Core and Main LP, (CONTRACTOR), as follows

W I T N E S S E T H:

WHEREAS, pursuant to ITB #2018-19/12 (the ITB) the CITY accepted competitive bids for Water Meter Fittings and Water Line Accessories (the Products); and

WHEREAS, the product is delineated in the ITB; and

WHEREAS, this Contract represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative Group; and

WHEREAS, this Contract, the ITB and the CONTRACTOR's Submittal constitute the entire Contract and describe the product to be provided; and

WHEREAS, after evaluation of price and other evaluation criteria specified in the ITB the CITY has determined that the CONTRACTOR has the necessary resources, experience and ability to perform the contract at a competitive price; and

WHEREAS, the CITY has awarded the contract to CONTRACTOR for the Product on March 5, 2019, Resolution No 20___/___;

NOW THEREFORE, be it agreed by and between the parties as follows:

ARTICLE I

INTRODUCTION AND SCOPE OF PRODUCTS

1.1 The above referenced Whereas clauses are true and correct and made a part hereof.

1.2 This Contract, the ITB, together with the response to the ITB of CONTRACTOR, Exhibit "A" shall constitute the entire Contract, except to the extent specifically modified on Attachment "A" Additional Terms and Conditions. The parties agree that the Detailed Specifications are 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.

1.3 Except as specifically modified herein, CONTRACTOR shall be bound by the terms and conditions and prices as set forth in the ITB and the CONTRACTOR'S Response to the ITB. When the terms and conditions of this Contract may be read as consistent with the ITB, then and in that respect, the terms of both the ITB and this Contract shall be read as being consistent and shall be binding on both parties. Where terms and conditions of this Contract contradict anything as set forth in the ITB or the response to the ITB, then the terms and conditions of this Contract shall be binding and in full force and effect to the extent of any inconsistency.

1.4 This is a non-exclusive contract. The CITY may, in its sole and absolute discretion, utilize other parties to provide any of the products or services listed in the ITB, or any aspect of the Products if the CITY deems it to be in the best interest of the CITY.

1.5 CONTRACTOR acknowledges and agrees that the Contract Administrator has no authority to make changes that would modify the Products to be provided under this Contract.

ARTICLE 2

TERM AND TIME OF PERFORMANCE

2.1 The initial contract term shall be three (3) years beginning on 3/6/2019 and ending 3/5/2022. The City reserves the right to renew the Contract for three (3) additional one (1) year periods providing all terms, conditions, and scope of services remain the same, both parties agree to the renewal, and such renewal is approved by the City Manager as set forth in the ITB. The City Manager shall execute any renewal contract.

2.2 In the event services are scheduled to end because of the expiration of the contract, the Contractor shall continue the service upon the request of the City Manager or designee. The extension period shall not extend for more than ninety (90) 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.

2.3 Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Contract.

ARTICLE 3

COMPENSATION

3.1 The CITY shall compensate the CONTRACTOR for services provided by the CONTRACTOR, CITY agrees to pay CONTRACTOR, in the manner specified in the ITB, the amounts set forth in CONTRACTOR's Response for work actually performed and completed pursuant to this Contract, which amount shall be accepted by CONTRACTOR as full compensation for all such work. 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 its services related to this Contract. This 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. No amount shall be paid to CONTRACTOR to reimburse its expenses.

3.2 The CONTRACTOR and the CITY shall abide by the Local Government Prompt Payment Act, FL SS. 218.70-218.80.

ARTICLE 4

TERMINATION OR SUSPENSION

4.1 This Contract may be terminated for convenience by the CITY. Termination for convenience by the CITY shall be effective on the termination date stated in written notice provided by CITY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Contract may also be terminated by the City Manager 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 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.

4.2 This Contract 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 suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Contract.

4.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Contract except that notice of termination by the City Manager, which the City Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Contract.

4.4 In the event this Contract is terminated for convenience, CONTRACTOR shall be paid for any services properly performed under the Contract through the termination date specified in the written notice of termination. CONTRACTOR acknowledges and agrees that 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 Contract for convenience.

4.5 In the event this Contract is terminated for any reason, any amounts due CONTRACTOR shall be withheld by CITY until all documents are provided to CITY pursuant to Section 6.1 of Article 6.

4.6 Should at any time during the term of this contract, including any option terms, the CONTRACTOR is in violation of any of the terms and conditions of this contract, the City shall have the right to suspend the CONTRACTOR until the violation is resolved to the satisfaction of the City. If the violation is not promptly resolved or is of such serious nature that the City determines that suspension is not adequate, the City reserves the right to terminate for cause.

4.6.1 In the event a CONTRACTOR is terminated, the City may assign the contract to another CONTRACTOR, or seek a new CONTRACTOR, until the contract is re-let, or until the end of the contract term then in effect, at its sole option and shall reserve all legal remedies for damages and other relief.

ARTICLE 5

EEO AND ADA COMPLIANCE

5.1 CONTRACTOR shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, political affiliation or disability in the performance of this Contract, the solicitation for

or purchase of goods or services relating to this Contract, or in subcontracting work in the performance of this Contract. CONTRACTOR shall include the foregoing or similar language in its contracts with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as CITY deems appropriate.

5.2 CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Contract. CONTRACTOR shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

ARTICLE 6

MISCELLANEOUS

6.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Contract are and shall remain the property of CITY; and, if a copyright is claimed, CONTRACTOR grants to CITY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Contract, 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 Contract Administrator within seven (7) days of termination of this Contract by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

6.2 AUDIT RIGHT AND RETENTION OF RECORDS

CITY shall have the right to audit the books, records, and accounts of CONTRACTOR and its subcontractors that are related to this Project. CONTRACTOR and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CONTRACTOR and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CONTRACTOR or its subcontractor, as applicable, shall make same available at no cost to CITY in written form.

CONTRACTOR and its subcontractors shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for the required retention period of the Florida Public Records Act, 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 Contract. 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 Act is determined by CITY to be applicable to CONTRACTOR's and its subcontractors' records, CONTRACTOR and its subcontractors shall comply with all requirements thereof;

however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR or its subcontractors. 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 its subcontractors to agree to the requirements and obligations of this Section 6.2.

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 (954-480-4215, WEB.CLERK@DEERFIELD-BEACH.COM, CITY OF DEERFIELD BEACH, CITY CLERK'S OFFICE, 150 NE 2ND AVENUE, DEERFIELD BEACH, FL 33441).

6.3 COMPLAINTS AND DISPUTES: All complaints concerning misconduct on the part of the Contractor or disputes between City staff and the Contractor are referred to the City Manager or his designee, who shall conduct investigations and inquiries, including discussions with the Contractor and involved staff. The determinations of the City Manager or designee shall be binding upon the parties, and failure of the CONTRACTOR to follow any such determination could be considered a material breach and subject the CONTRACTOR to termination for cause. The CONTRACTOR agrees that any complaints received by the City concerning misconduct on the part of the CONTRACTOR, such as excessive charges, poor business practices etc., will be referred to the Office of the City Manager for appropriate action. The CONTRACTOR agrees to make any complaints concerning the City of Deerfield Beach available to the Office of the City Manager for action as required.

6.4 THIRD PARTY BENEFICIARIES
Neither CONTRACTOR nor CITY intends to directly or substantially benefit a third party by this Contract. Therefore, the parties agree that there are no third party beneficiaries to this Contract and that no third party shall be entitled to assert a right or claim against either of them based upon this Contract.

6.5 NOTICES
Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR CITY:

Burgess Hanson, City Manager
City of Deerfield Beach
150 NE 2nd Avenue
Deerfield Beach, FL 33441

FOR CONTRACTOR:

Core and Main LP
Attn: Susan Reed
4310 NW 10 Avenue
Oakland Park FL 33309
954-772-7343

6.6 MATERIALITY AND WAIVER OF BREACH

CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein was bargained for at arms-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 Contract and that each is, therefore, a material term hereof.

CITY's failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

6.7 SEVERANCE

In the event a portion of this Contract is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to terminate this Contract. An election to terminate this Contract based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

6.8 JOINT PREPARATION

Each party and its counsel have participated fully in the review and revision of this Contract and acknowledge that the preparation of this Contract has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Contract shall be interpreted as to its fair meaning and not strictly for or against any party.

6.9 WAIVER OF JURY TRIAL

By entering into this contract, CONTRACTOR, and CITY hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this contract.

6.10 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 Contract and executed by the Board and CONTRACTOR or others delegated authority to or otherwise authorized to execute same on their behalf.

6.11 PRIOR CONTRACTS

This document represents the final and complete understanding of the parties and incorporates or

supersedes all prior negotiations, correspondence, conversations, Contracts, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, Contract, or understanding concerning the subject matter of this Contract 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 Contract, whether oral or written.

6.12 REPRESENTATION OF AUTHORITY

Each individual executing this Contract on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Contract, duly authorized by all necessary and appropriate action to execute this Contract on behalf of such party and does so with full legal authority.

6.13 MULTIPLE ORIGINALS

Multiple copies of this Contract may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

IN WITNESS WHEREOF the parties have caused these presents to be executed.

Witnesses:

_____

_____

CITY OF DEERFIELD BEACH

By: _____
BURGESS HANSON, CITY MANAGER

Date: 3/26/19

ATTEST:

_____
SAMANTHA GILLYARD, CMC, CITY CLERK

APPROVED AS TO FORM:

_____
ANDREW S. MAURODIS, CITY ATTORNEY

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE.

[If incorporated sign below.]

CONTRACTOR

ATTEST:

_____
(Name of Corporation)

_____
(Secretary)

By_____
(Signature)

_____
(Corporate Seal)

_____
(Type Name/Title Signed Above)

____ day of _____, 20____.

[If not incorporated sign below.]

CONTRACTOR

WITNESSES:

_____

_____

Core & Main LP
(Name)

By_____
(Signature)

Susan Reed, Muncipal Sales Coordinator
(Type Name Signed Above)

27 day of February, 20 19 .

CITY REQUIRES TWO (2) FULLY-EXECUTED CONTRACTS, FOR DISTRIBUTION

ATTACHMENT "A"
ADDITIONAL TERMS AND CONDITIONS

DocuSign Envelope ID: 8D09AB22-5D27-4650-A550-38D8F896517A

DELEGATION OF AUTHORITY

I, Charles E. Reed, Regional Vice President of Core & Main LP, a Florida limited partnership (the "Company"), hereby delegate authority to Susan Reed (the "Delegate"), to execute and deliver the Contract for Water Meter Fittings and Water Line Accessories – ITB #2018-19/12 (the "Document") to the City of Deerfield Beach, Florida, and to take or cause to be taken any and all actions in connection therewith as such individual may consider necessary or desirable, with such necessity or desirability being conclusively evidenced by the actions so taken, on behalf of the Company.

This Delegation is limited to the Document as described above.

The Delegation is personal to the Delegate. The Delegate may not further delegate the authorities granted in this Delegation.

IN WITNESS WHEREOF, I have hereunto set my hand this 2/26/2019.

CORE & MAIN LP, a Florida limited partnership

By: _____
Charles E. Reed
Regional Vice President

THIS CONTRACT is entered into by and between the CITY OF DEERFIELD BEACH (CITY), a municipal corporation and Lehman Pipe and Supply, (CONTRACTOR), as follows

W I T N E S S E T H:

WHEREAS, pursuant to ITB #2018-19/12 (the ITB) the CITY accepted competitive bids for Water Meter Fittings and Water Line Accessories (the Products); and

WHEREAS, the product is delineated in the ITB; and

WHEREAS, this Contract represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative Group; and

WHEREAS, this Contract, the ITB and the CONTRACTOR's Submittal constitute the entire Contract and describe the product to be provided; and

WHEREAS, after evaluation of price and other evaluation criteria specified in the ITB the CITY has determined that the CONTRACTOR has the necessary resources, experience and ability to perform the contract at a competitive price; and

WHEREAS, the CITY has awarded the contract to CONTRACTOR for the Product on March 5, 2019, Resolution No 20___/___;

NOW THEREFORE, be it agreed by and between the parties as follows:

ARTICLE I

INTRODUCTION AND SCOPE OF PRODUCTS

1.1 The above referenced Whereas clauses are true and correct and made a part hereof.

1.2 This Contract, the ITB, together with the response to the ITB of CONTRACTOR, Exhibit "A" shall constitute the entire Contract, except to the extent specifically modified on Attachment "A" Additional Terms and Conditions. The parties agree that the Detailed Specifications are 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.

1.3 Except as specifically modified herein, CONTRACTOR shall be bound by the terms and conditions and prices as set forth in the ITB and the CONTRACTOR'S Response to the ITB. When the terms and conditions of this Contract may be read as consistent with the ITB, then and in that respect, the terms of both the ITB and this Contract shall be read as being consistent and shall be binding on both parties. Where terms and conditions of this Contract contradict anything as set forth in the ITB or the response to the ITB, then the terms and conditions of this Contract shall be binding and in full force and effect to the extent of any inconsistency.

1.4 This is a non-exclusive contract. The CITY may, in its sole and absolute discretion, utilize other parties to provide any of the products or services listed in the ITB, or any aspect of the Products if the CITY deems it to be in the best interest of the CITY.

1.5 CONTRACTOR acknowledges and agrees that the Contract Administrator has no authority to make changes that would modify the Products to be provided under this Contract.

ARTICLE 2

TERM AND TIME OF PERFORMANCE

2.1 The initial contract term shall be three (3) years beginning on 3/6/2019 and ending 3/5/2022. The City reserves the right to renew the Contract for three (3) additional one (1) year periods providing all terms, conditions, and scope of services remain the same, both parties agree to the renewal, and such renewal is approved by the City Manager as set forth in the ITB. The City Manager shall execute any renewal contract.

2.2 In the event services are scheduled to end because of the expiration of the contract, the Contractor shall continue the service upon the request of the City Manager or designee. The extension period shall not extend for more than ninety (90) 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.

2.3 Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Contract.

ARTICLE 3

COMPENSATION

3.1 The CITY shall compensate the CONTRACTOR for services provided by the CONTRACTOR, CITY agrees to pay CONTRACTOR, in the manner specified in the ITB, the amounts set forth in CONTRACTOR's Response for work actually performed and completed pursuant to this Contract, which amount shall be accepted by CONTRACTOR as full compensation for all such work. 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 its services related to this Contract. This 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. No amount shall be paid to CONTRACTOR to reimburse its expenses.

3.2 The CONTRACTOR and the CITY shall abide by the Local Government Prompt Payment Act, FL SS. 218.70-218.80.

ARTICLE 4

TERMINATION OR SUSPENSION

4.1 This Contract may be terminated for convenience by the CITY. Termination for convenience by the CITY shall be effective on the termination date stated in written notice provided by CITY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Contract may also be terminated by the City Manager 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 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.

4.2 This Contract 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 suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Contract.

4.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Contract except that notice of termination by the City Manager, which the City Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Contract.

4.4 In the event this Contract is terminated for convenience, CONTRACTOR shall be paid for any services properly performed under the Contract through the termination date specified in the written notice of termination. CONTRACTOR acknowledges and agrees that 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 Contract for convenience.

4.5 In the event this Contract is terminated for any reason, any amounts due CONTRACTOR shall be withheld by CITY until all documents are provided to CITY pursuant to Section 6.1 of Article 6.

4.6 Should at any time during the term of this contract, including any option terms, the CONTRACTOR is in violation of any of the terms and conditions of this contract, the City shall have the right to suspend the CONTRACTOR until the violation is resolved to the satisfaction of the City. If the violation is not promptly resolved or is of such serious nature that the City determines that suspension is not adequate, the City reserves the right to terminate for cause.

4.6.1 In the event a CONTRACTOR is terminated, the City may assign the contract to another CONTRACTOR, or seek a new CONTRACTOR, until the contract is re-let, or until the end of the contract term then in effect, at its sole option and shall reserve all legal remedies for damages and other relief.

ARTICLE 5

EEO AND ADA COMPLIANCE

5.1 CONTRACTOR shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, political affiliation or disability in the performance of this Contract, the solicitation for

or purchase of goods or services relating to this Contract, or in subcontracting work in the performance of this Contract. CONTRACTOR shall include the foregoing or similar language in its contracts with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as CITY deems appropriate.

5.2 CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Contract. CONTRACTOR shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

ARTICLE 6

MISCELLANEOUS

6.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Contract are and shall remain the property of CITY; and, if a copyright is claimed, CONTRACTOR grants to CITY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Contract, 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 Contract Administrator within seven (7) days of termination of this Contract by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

6.2 AUDIT RIGHT AND RETENTION OF RECORDS

CITY shall have the right to audit the books, records, and accounts of CONTRACTOR and its subcontractors that are related to this Project. CONTRACTOR and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CONTRACTOR and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CONTRACTOR or its subcontractor, as applicable, shall make same available at no cost to CITY in written form.

CONTRACTOR and its subcontractors shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for the required retention period of the Florida Public Records Act, 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 Contract. 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 Act is determined by CITY to be applicable to CONTRACTOR's and its subcontractors' records, CONTRACTOR and its subcontractors shall comply with all requirements thereof;

however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR or its subcontractors. 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 its subcontractors to agree to the requirements and obligations of this Section 6.2.

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 (954-480-4215, WEB.CLERK@DEERFIELD-BEACH.COM, CITY OF DEERFIELD BEACH, CITY CLERK'S OFFICE, 150 NE 2ND AVENUE, DEERFIELD BEACH, FL 33441).

6.3 COMPLAINTS AND DISPUTES: All complaints concerning misconduct on the part of the Contractor or disputes between City staff and the Contractor are referred to the City Manager or his designee, who shall conduct investigations and inquiries, including discussions with the Contractor and involved staff. The determinations of the City Manager or designee shall be binding upon the parties, and failure of the CONTRACTOR to follow any such determination could be considered a material breach and subject the CONTRACTOR to termination for cause. The CONTRACTOR agrees that any complaints received by the City concerning misconduct on the part of the CONTRACTOR, such as excessive charges, poor business practices etc., will be referred to the Office of the City Manager for appropriate action. The CONTRACTOR agrees to make any complaints concerning the City of Deerfield Beach available to the Office of the City Manager for action as required.

6.4 THIRD PARTY BENEFICIARIES
Neither CONTRACTOR nor CITY intends to directly or substantially benefit a third party by this Contract. Therefore, the parties agree that there are no third party beneficiaries to this Contract and that no third party shall be entitled to assert a right or claim against either of them based upon this Contract.

6.5 NOTICES
Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR CITY:

Burgess Hanson, City Manager
City of Deerfield Beach
150 NE 2nd Avenue
Deerfield Beach, FL 33441

FOR CONTRACTOR:

Lehman Pipe and Supply
Attn: Josh Aberman
3575 Northwest 36 Street
Miami, FL 33142
305-576-3054

6.6 MATERIALITY AND WAIVER OF BREACH

CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein was bargained for at arms-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 Contract and that each is, therefore, a material term hereof.

CITY's failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

6.7 SEVERANCE

In the event a portion of this Contract is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to terminate this Contract. An election to terminate this Contract based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

6.8 JOINT PREPARATION

Each party and its counsel have participated fully in the review and revision of this Contract and acknowledge that the preparation of this Contract has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Contract shall be interpreted as to its fair meaning and not strictly for or against any party.

6.9 WAIVER OF JURY TRIAL

By entering into this contract, CONTRACTOR, and CITY hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this contract.

6.10 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 Contract and executed by the Board and CONTRACTOR or others delegated authority to or otherwise authorized to execute same on their behalf.

6.11 PRIOR CONTRACTS

This document represents the final and complete understanding of the parties and incorporates or

supersedes all prior negotiations, correspondence, conversations, Contracts, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, Contract, or understanding concerning the subject matter of this Contract 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 Contract, whether oral or written.

6.12 REPRESENTATION OF AUTHORITY

Each individual executing this Contract on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Contract, duly authorized by all necessary and appropriate action to execute this Contract on behalf of such party and does so with full legal authority.

6.13 MULTIPLE ORIGINALS

Multiple copies of this Contract may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

IN WITNESS WHEREOF the parties have caused these presents to be executed.

Witnesses:

_____

_____

CITY OF DEERFIELD BEACH

By: _____
BURGESS HANSON, CITY MANAGER

Date: 3/26/19

ATTEST:

_____
SAMANTHA GILLYARD, CMC, CITY CLERK

APPROVED AS TO FORM:

_____
ANDREW S. MAURODIS, CITY ATTORNEY

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE.

[If incorporated sign below.]

CONTRACTOR

ATTEST:

Heidi Lehman

(Secretary)

(Corporate Seal)

LEHMAN PIPE & PLUMBING SUPPLY, INC.

(Name of Corporation)

By

(Signature)

Josh Aberman Executive Vice President

(Type Name/Title Signed Above)

22nd day of February, 20 19.

[If not incorporated sign below.]

CONTRACTOR

WITNESSES:

(Name)

By

(Signature)

(Type Name Signed Above)

____ day of _____, 20___.

CITY REQUIRES TWO (2) FULLY-EXECUTED CONTRACTS, FOR DISTRIBUTION

ATTACHMENT "A"
ADDITIONAL TERMS AND CONDITIONS

THIS CONTRACT is entered into by and between the CITY OF DEERFIELD BEACH (CITY), a municipal corporation and Empire Pipe and Supply, (CONTRACTOR), as follows

W I T N E S S E T H:

WHEREAS, pursuant to ITB #2018-19/12 (the ITB) the CITY accepted competitive bids for Water Meter Fittings and Water Line Accessories (the Products); and

WHEREAS, the product is delineated in the ITB; and

WHEREAS, this Contract represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative Group; and

WHEREAS, this Contract, the ITB and the CONTRACTOR's Submittal constitute the entire Contract and describe the product to be provided; and

WHEREAS, after evaluation of price and other evaluation criteria specified in the ITB the CITY has determined that the CONTRACTOR has the necessary resources, experience and ability to perform the contract at a competitive price; and

WHEREAS, the CITY has awarded the contract to CONTRACTOR for the Product on March 5, 2019, Resolution No 20___/___;

NOW THEREFORE, be it agreed by and between the parties as follows:

ARTICLE I

INTRODUCTION AND SCOPE OF PRODUCTS

1.1 The above referenced Whereas clauses are true and correct and made a part hereof.

1.2 This Contract, the ITB, together with the response to the ITB of CONTRACTOR, Exhibit "A" shall constitute the entire Contract, except to the extent specifically modified on Attachment "A" Additional Terms and Conditions. The parties agree that the Detailed Specifications are 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.

1.3 Except as specifically modified herein, CONTRACTOR shall be bound by the terms and conditions and prices as set forth in the ITB and the CONTRACTOR'S Response to the ITB. When the terms and conditions of this Contract may be read as consistent with the ITB, then and in that respect, the terms of both the ITB and this Contract shall be read as being consistent and shall be binding on both parties. Where terms and conditions of this Contract contradict anything as set forth in the ITB or the response to the ITB, then the terms and conditions of this Contract shall be binding and in full force and effect to the extent of any inconsistency.

1.4 This is a non-exclusive contract. The CITY may, in its sole and absolute discretion, utilize other parties to provide any of the products or services listed in the ITB, or any aspect of the Products if the CITY deems it to be in the best interest of the CITY.

1.5 CONTRACTOR acknowledges and agrees that the Contract Administrator has no authority to make changes that would modify the Products to be provided under this Contract.

ARTICLE 2

TERM AND TIME OF PERFORMANCE

2.1 The initial contract term shall be three (3) years beginning on 3/6/2019 and ending 3/5/2022. The City reserves the right to renew the Contract for three (3) additional one (1) year periods providing all terms, conditions, and scope of services remain the same, both parties agree to the renewal, and such renewal is approved by the City Manager as set forth in the ITB. The City Manager shall execute any renewal contract.

2.2 In the event services are scheduled to end because of the expiration of the contract, the Contractor shall continue the service upon the request of the City Manager or designee. The extension period shall not extend for more than ninety (90) 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.

2.3 Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Contract.

ARTICLE 3

COMPENSATION

3.1 The CITY shall compensate the CONTRACTOR for services provided by the CONTRACTOR, CITY agrees to pay CONTRACTOR, in the manner specified in the ITB, the amounts set forth in CONTRACTOR's Response for work actually performed and completed pursuant to this Contract, which amount shall be accepted by CONTRACTOR as full compensation for all such work. 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 its services related to this Contract. This 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. No amount shall be paid to CONTRACTOR to reimburse its expenses.

3.2 The CONTRACTOR and the CITY shall abide by the Local Government Prompt Payment Act, FL SS. 218.70-218.80.

ARTICLE 4

TERMINATION OR SUSPENSION

4.1 This Contract may be terminated for convenience by the CITY. Termination for convenience by the CITY shall be effective on the termination date stated in written notice provided by CITY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Contract may also be terminated by the City Manager 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 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.

4.2 This Contract 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 suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Contract.

4.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Contract except that notice of termination by the City Manager, which the City Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Contract.

4.4 In the event this Contract is terminated for convenience, CONTRACTOR shall be paid for any services properly performed under the Contract through the termination date specified in the written notice of termination. CONTRACTOR acknowledges and agrees that 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 Contract for convenience.

4.5 In the event this Contract is terminated for any reason, any amounts due CONTRACTOR shall be withheld by CITY until all documents are provided to CITY pursuant to Section 6.1 of Article 6.

4.6 Should at any time during the term of this contract, including any option terms, the CONTRACTOR is in violation of any of the terms and conditions of this contract, the City shall have the right to suspend the CONTRACTOR until the violation is resolved to the satisfaction of the City. If the violation is not promptly resolved or is of such serious nature that the City determines that suspension is not adequate, the City reserves the right to terminate for cause.

4.6.1 In the event a CONTRACTOR is terminated, the City may assign the contract to another CONTRACTOR, or seek a new CONTRACTOR, until the contract is re-let, or until the end of the contract term then in effect, at its sole option and shall reserve all legal remedies for damages and other relief.

ARTICLE 5

EEO AND ADA COMPLIANCE

5.1 CONTRACTOR shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, political affiliation or disability in the performance of this Contract, the solicitation for

or purchase of goods or services relating to this Contract, or in subcontracting work in the performance of this Contract. CONTRACTOR shall include the foregoing or similar language in its contracts with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as CITY deems appropriate.

5.2 CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Contract. CONTRACTOR shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

ARTICLE 6

MISCELLANEOUS

6.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Contract are and shall remain the property of CITY; and, if a copyright is claimed, CONTRACTOR grants to CITY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Contract, 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 Contract Administrator within seven (7) days of termination of this Contract by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

6.2 AUDIT RIGHT AND RETENTION OF RECORDS

CITY shall have the right to audit the books, records, and accounts of CONTRACTOR and its subcontractors that are related to this Project. CONTRACTOR and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CONTRACTOR and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CONTRACTOR or its subcontractor, as applicable, shall make same available at no cost to CITY in written form.

CONTRACTOR and its subcontractors shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for the required retention period of the Florida Public Records Act, 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 Contract. 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 Act is determined by CITY to be applicable to CONTRACTOR's and its subcontractors' records, CONTRACTOR and its subcontractors shall comply with all requirements thereof;

however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR or its subcontractors. 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 its subcontractors to agree to the requirements and obligations of this Section 6.2.

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 (954-480-4215, WEB.CLERK@DEERFIELD-BEACH.COM, CITY OF DEERFIELD BEACH, CITY CLERK'S OFFICE, 150 NE 2ND AVENUE, DEERFIELD BEACH, FL 33441).

6.3 COMPLAINTS AND DISPUTES: All complaints concerning misconduct on the part of the Contractor or disputes between City staff and the Contractor are referred to the City Manager or his designee, who shall conduct investigations and inquiries, including discussions with the Contractor and involved staff. The determinations of the City Manager or designee shall be binding upon the parties, and failure of the CONTRACTOR to follow any such determination could be considered a material breach and subject the CONTRACTOR to termination for cause. The CONTRACTOR agrees that any complaints received by the City concerning misconduct on the part of the CONTRACTOR, such as excessive charges, poor business practices etc., will be referred to the Office of the City Manager for appropriate action. The CONTRACTOR agrees to make any complaints concerning the City of Deerfield Beach available to the Office of the City Manager for action as required.

6.4 THIRD PARTY BENEFICIARIES
Neither CONTRACTOR nor CITY intends to directly or substantially benefit a third party by this Contract. Therefore, the parties agree that there are no third party beneficiaries to this Contract and that no third party shall be entitled to assert a right or claim against either of them based upon this Contract.

6.5 NOTICES
Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR CITY:

Burgess Hanson, City Manager
City of Deerfield Beach
150 NE 2nd Avenue
Deerfield Beach, FL 33441

FOR CONTRACTOR:

Empire Pipe and Supply
Attn: James Mathis
40 Keys Court
Sanford, FL 32773
407-295-2400

6.6 MATERIALITY AND WAIVER OF BREACH

CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein was bargained for at arms-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 Contract and that each is, therefore, a material term hereof.

CITY's failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

6.7 SEVERANCE

In the event a portion of this Contract is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to terminate this Contract. An election to terminate this Contract based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

6.8 JOINT PREPARATION

Each party and its counsel have participated fully in the review and revision of this Contract and acknowledge that the preparation of this Contract has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Contract shall be interpreted as to its fair meaning and not strictly for or against any party.

6.9 WAIVER OF JURY TRIAL

By entering into this contract, CONTRACTOR, and CITY hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this contract.

6.10 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 Contract and executed by the Board and CONTRACTOR or others delegated authority to or otherwise authorized to execute same on their behalf.

6.11 PRIOR CONTRACTS

This document represents the final and complete understanding of the parties and incorporates or

supersedes all prior negotiations, correspondence, conversations, Contracts, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, Contract, or understanding concerning the subject matter of this Contract 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 Contract, whether oral or written.

6.12 REPRESENTATION OF AUTHORITY

Each individual executing this Contract on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Contract, duly authorized by all necessary and appropriate action to execute this Contract on behalf of such party and does so with full legal authority.

6.13 MULTIPLE ORIGINALS

Multiple copies of this Contract may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

IN WITNESS WHEREOF the parties have caused these presents to be executed.

Witnesses:

_____

_____

CITY OF DEERFIELD BEACH

By: _____
BURGESS HANSON, CITY MANAGER

Date: 3/26/19

ATTEST:

_____
SAMANTHA GILLYARD, CMC, CITY CLERK

APPROVED AS TO FORM:

_____
ANDREW S. MAURODIS, CITY ATTORNEY

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE.

[If incorporated sign below.]

CONTRACTOR

ATTEST:

Empire Pipe Orlando LLC
(Name of Corporation)

(Secretary)

By
(Signature)

(Corporate Seal)

James Mathis - Vice President
(Type Name/Title Signed Above)

21 day of February, 2019.

[If not incorporated sign below.]

CONTRACTOR

WITNESSES:

(Name)

By
(Signature)

(Type Name Signed Above)

____ day of _____, 20___.

CITY REQUIRES TWO (2) FULLY-EXECUTED CONTRACTS, FOR DISTRIBUTION

ATTACHMENT "A"
ADDITIONAL TERMS AND CONDITIONS

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Empire Pipe & Supply Company, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
P.O. Box 101149 -- 2301 Alton Rd

Requester's name and address (optional)

6 City, state, and ZIP code
Birmingham, Al 35210

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
47 - 1008069

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Matt Parker Date ▶ 4-13-18

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA AND FERGUSON ENTERPRISES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR THE PURCHASE OF WATER METER COMPONENT PARTS, UTILITY PIPES AND RELATED APPURTENANCES UNDER THE SOUTHEAST FLORIDA GOVERNMENT PURCHASING COOPERATIVE GROUP CONTRACT INVITATION TO BID ("ITB") NO. 2018-19/12

This is an Agreement ("Agreement") dated _____, 2020, 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 Ferguson Enterprises, LLC, a Florida limited liability company ("Contractor"), with a primary mailing address of 1950 Northwest 18th Street, Pompano Beach, Florida 33069.

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 current contract, and any amendment(s) to it (the "Contract"), under the Southeast Florida Governmental Purchasing Cooperative Group ITB No. 2018-19/12, between the Contractor and with the City of Deerfield Beach as lead agency, copy of which ITB is attached as Exhibit "A", and made a part of and is incorporated into this Agreement by this reference, shall be considered a part of this Agreement between the City and the Contractor; provided, however, that if Contractor contracts with any other governmental agency in Florida and service rates are lower than those afforded to any city for these same services, then Contractor shall provide such lower rates to the City.

2. City has determined that such services for water meter component parts, utility pipes and related appurtenances can be purchased at the least cost to the City by utilizing Ferguson Enterprises, LLC through the Southeast Florida Governmental Purchasing Cooperative Bid No. 2018-19/12 valid through March 5, 2022 with an option to renew for three (3) one (1) year renewals.

3. The term of this Agreement shall be effective for the duration of the City of Deerfield Beach contract including all renewals and it is anticipated that costs will exceed the annual vendor threshold of Twenty Five Thousand Dollars ($25,000.00). Both parties agree that all terms, conditions and specifications of the Contract remain the same for purposes of this Agreement, contingent upon approval by the City Manager.

4. That in all other respects, the terms of Exhibit "A" apply to this Agreement.

IN WITNESS OF THE FOREGOING, the parties have set their hand and seal the day and year first written above.

CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation

_____
THOMAS SCHNEIDER, CMC
CITY CLERK

_____
LORI LEWELLEN
MAYOR

APPROVED AS TO LEGAL FORM
AND CORRECTNESS;

_____
ANA M. GARCIA, ICMA-CM
CITY MANAGER

_____
THOMAS J. ANSBRO
CITY ATTORNEY

WITNESSES:

CONTRACTOR:
FERGUSON ENTERPRISES, LLC
a Florida Limited Liability Company

_____
Signature

_____
PRINT Name

_____
Signature

_____
PRINT Name

_____
Signature

_____
PRINT Name

_____
Title

Dated: _____, 2020

STATE OF FLORIDA)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on _____, 2020, by _____, as _____ of Ferguson Enterprises, LLC, a Florida limited liability company. He/she is personally known to me or has produced _____as identification.

_____
Notary Public, State of Florida

_____
Print Name

My Commission Expires:

AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA AND FORTILINE, INC., A FOREIGN CORPORATION AUTHORIZED TO CONDUCT BUSINESS IN FLORIDA, FOR THE PURCHASE OF WATER METER COMPONENT PARTS, UTILITY PIPES AND RELATED APPURTENANCES UNDER THE SOUTHEAST FLORIDA GOVERNMENT PURCHASING COOPERATIVE GROUP CONTRACT INVITATION TO BID ("ITB") NO. 2018-19/12

This is an Agreement ("Agreement") dated _____, 2020, 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 Fortiline, Inc., a foreign corporation authorized to conduct business in Florida ("Contractor"), with its primary mailing address of 7025 Northwinds Drive NW, Concord, NC 28147.

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 current contract, and any amendment(s) to it (the "Contract"), under the Southeast Florida Governmental Purchasing Cooperative Group ITB No. 2018-19/12, between the Contractor and with the City of Deerfield Beach as lead agency, copy of which ITB is attached as Exhibit "A", and made a part of and is incorporated into this Agreement by this reference, shall be considered a part of this Agreement between the City and the Contractor; provided, however, that if Contractor contracts with any other governmental agency in Florida and service rates are lower than those afforded to any city for these same services, then Contractor shall provide such lower rates to the City.

2. City has determined that such services for water meter component parts, utility pipes and related appurtenances can be purchased at the least cost to the City by utilizing Fortiline, Inc. through the Southeast Florida Governmental Purchasing Cooperative Bid No. 2018-19/12 valid through March 5, 2022 with an option to renew for three (3) one (1) year renewals.

3. The term of this Agreement shall be effective for the duration of the City of Deerfield Beach contract including all renewals and it is anticipated that costs will exceed the annual vendor threshold of Twenty Five Thousand Dollars ($25,000.00). Both parties agree that all terms, conditions and specifications of the Contract remain the same for purposes of this Agreement, contingent upon approval by the City Manager.

4. That in all other respects, the terms of Exhibit "A" apply to this Agreement.

IN WITNESS OF THE FOREGOING, the parties have set their hand and seal the day and year first written above.

CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation

_____
THOMAS SCHNEIDER, CMC
CITY CLERK

_____
LORI LEWELLEN
MAYOR

APPROVED AS TO LEGAL FORM
AND CORRECTNESS;

_____
ANA M. GARCIA, ICMA-CM
CITY MANAGER

_____
THOMAS J. ANSBRO
CITY ATTORNEY

WITNESSES:

_____
Signature

_____
PRINT Name

_____
Signature

_____
PRINT Name

CONTRACTOR:
FORTILINE, INC., a foreign corporation authorized to conduct business in Florida

_____
Signature

_____
PRINT Name

_____
Title

Dated: _____, 2020

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on _____, 2020, by _____, as _____ of Fortiline, Inc., a foreign corporation authorized to conduct business in Florida. He/she is personally known to me or has produced _____as identification.

_____
Notary Public, State of _____

_____
Print Name

My Commission Expires:

AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA AND CORE & MAIN, LP, A FLORIDA LIMITED PARTNERSHIP, FOR THE PURCHASE OF WATER METER COMPONENT PARTS, UTILITY PIPES AND RELATED APPURTENANCES UNDER THE SOUTHEAST FLORIDA GOVERNMENT PURCHASING COOPERATIVE GROUP CONTRACT INVITATION TO BID ("ITB") NO. 2018-19/12

This is an Agreement ("Agreement") dated _____, 2020, 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 Core & Main, LP, a Florida limited partnership ("Contractor"), with its primary mailing address of 4310 NW 10th Avenue, Oakland Park, FL 33309.

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 current contract, and any amendment(s) to it (the "Contract"), under the Southeast Florida Governmental Purchasing Cooperative Group ITB No. 2018-19/12, between the Contractor and with the City of Deerfield Beach as lead agency, copy of which ITB is attached as Exhibit "A", and made a part of and is incorporated into this Agreement by this reference, shall be considered a part of this Agreement between the City and the Contractor; provided, however, that if Contractor contracts with any other governmental agency in Florida and service rates are lower than those afforded to any city for these same services, then Contractor shall provide such lower rates to the City.

2. City has determined that such services for water meter component parts, utility pipes and related appurtenances can be purchased at the least cost to the City by utilizing Core & Main, LP through the Southeast Florida Governmental Purchasing Cooperative Bid No. 2018-19/12 valid through March 5, 2022 with an option to renew for three (3) one (1) year renewals.

3. The term of this Agreement shall be effective for the duration of the City of Deerfield Beach contract including all renewals and it is anticipated that costs will exceed the annual vendor threshold of Twenty Five Thousand Dollars ($25,000.00). Both parties agree that all terms, conditions and specifications of the Contract remain the same for purposes of this Agreement, contingent upon approval by the City Manager.

4. That in all other respects, the terms of Exhibit "A" apply to this Agreement.

IN WITNESS OF THE FOREGOING, the parties have set their hand and seal the day and year first written above.

CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation

_____
THOMAS SCHNEIDER, CMC
CITY CLERK

_____
LORI LEWELLEN
MAYOR

APPROVED AS TO LEGAL FORM
AND CORRECTNESS;

_____
ANA M. GARCIA, ICMA-CM
CITY MANAGER

_____
THOMAS J. ANSBRO
CITY ATTORNEY

WITNESSES:

CONTRACTOR:
CORE & MAIN, LP
a Florida Limited Partnership

_____
Signature

_____
PRINT Name

_____
Signature

_____
PRINT Name

_____
Signature

_____
PRINT Name

_____
Title

Dated: _____, 2020

STATE OF FLORIDA)

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on _____, 2020, by _____, as _____ of Core & Main, LP, a Florida limited partnership. 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: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)
ADOPT RESOLUTION AUTHORIZING EXECUTION OF A THIRD AMENDMENT TO A LOAN AGREEMENT WITH THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA (“COUNTY”), AND THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DANIA BEACH, FLORIDA (“CRA”), PERTAINING TO THE PARKING GARAGE INFRASTRUCTURE PROJECT

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

Fiscal Impact/Cost Summary

Exhibits Attached
Memo - 3rd Amendment to Loan Agreement, R-2020- BC CRA 3rd Amendment to Loan Agreement for Parking Garage Infrastructure Project, Exhibit A - Loan Agrement, Exhibit B - First Amendment to Loan Agreement, Exhibit C - Second Amendment to Loan Agreement, Exhibit D - Third Amendment to Loan Agreement, Dania Beach RCP Loan-to-Grant Conversion Approval Letter 3-9-18, Dania Beach RCP Loan to Grant Conversion Acceptance Letter 91719

CITY OF DANIA BEACH
CITY ATTORNEY'S OFFICE

MEMORANDUM

DATE: May 12, 2020

TO: Honorable Mayor and Commissioners

FROM: Thomas J. Ansbro, City Attorney

BY: Rickelle Williams, CRA Executive Director

SUBJECT: Third Amendment to the Loan Agreement regarding the Parking Garage Infrastructure Project

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The Request

Approval of the Third Amendment to the Loan Agreement between Broward County, the City of Dania Beach and the Dania Beach Community Redevelopment Agency.

Background

Broward County implemented the Redevelopment Capital Program to fund projects in Redevelopment Areas not receiving tax increment financing from the County in order to promote and support private redevelopment. The County, City and CRA entered into four loan agreements for a parking garage infrastructure project. The CRA managed and completed the design and construction of the 440-space "Green" municipal parking garage which has spurred private development including the adjacent Hotel Morrison.

Three of the four loan agreements were eligible for loan-to-grant conversion and on March 9, 2018, were completely forgiven pursuant to the CRA's initial request to Broward County for loan-to-grant conversion. In 2019, the fourth loan agreement for a loan of $2,590,909 received partial loan-to-grant conversion pursuant to the CRA's second request to Broward County for loan-to-grant conversion. This second request for loan-to-grant conversion resulted in forgiveness of $1,969,033 leaving a revised loan balance of $621,876 and requiring a Third Amendment to the Loan Agreement to reflect the revised balance.

During Fiscal Year 2020, the CRA will request an additional loan-to-grant conversion based on the County's share of the revenue generated by the net increase in the tax base within the Dania

Beach Community Redevelopment Area original boundaries due to specific private redevelopment projects including the newly developed Tru Hilton hotel.

Budgetary Impact

Adoption of the Third Amendment to the Loan Agreement does not alter the existing terms of the loan but rather formally reduces the loan balance. Any resulting principal and interest payments on the loan will be due to Broward County by September 30, 2020 and has been budgeted in the CRA Debt Service Account 106-52-01-552-71-10 for Fiscal Year 2020.

Recommendation

That the City Commission approve the Third Amendment to the Loan Agreement.

RW/TJA/rw

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

RESOLUTION NO. 2020-043

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA ("CITY"), AUTHORIZING EXECUTION OF A THIRD AMENDMENT TO A LOAN AGREEMENT WITH THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA ("COUNTY"), AND THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DANIA BEACH, FLORIDA ("CRA"), PERTAINING TO THE PARKING GARAGE INFRASTRUCTURE PROJECT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Community Redevelopment Act of 1969, which is presently codified as Part III of Chapter 163, Florida Statutes, provides for certain powers including the power to undertake and carry out community redevelopment and related activities within the community redevelopment area, which may include installation, construction, or reconstruction of parking garages among other improvements; and

WHEREAS, in authorizing the creation of the Dania Beach Community Redevelopment Agency ("CRA") and in lieu of tax increment financing from Broward County ("County"), the CRA and the City of Dania Beach ("City") entered into an Interlocal Agreement ("ILA") with the County on April 20, 2004; and

WHEREAS, in recognition of parking access as a redevelopment tool, the 2009 and 2015 adopted CRA Plans provide that the CRA is empowered to pay for developing public parking facilities, including but not limited to surface lots and structures; and

WHEREAS, the County implemented the Redevelopment Capital Program to fund projects in Redevelopment Areas not receiving tax increment financing from the County in order to promote and support private redevelopment; and

WHEREAS, the County, City and CRA entered into four loan agreements related to the ILA for a parking garage infrastructure project; and

WHEREAS, the first loan agreement was dated March 24, 2009 and amended on February 22, 2011 and on March 4, 2014, pursuant to which the County made a loan in the amount of Two Million Three Hundred Thirty Four Thousand Two Hundred Dollars ($2,334,200.00) to the City and CRA for the acquisition on Parcel 109, the site of the municipal parking garage; and

WHEREAS, the County, City and CRA entered into a second loan agreement dated September 28, 2010 and amended on February 8, 2011 and March 4, 2014, pursuant to which the

County made a loan in the amount of One Hundred Forty Thousand Dollars ($140,000.00) to the City and CRA for a security system as part of a new parking garage; and

WHEREAS, the County, City and CRA entered into a third loan agreement dated September 25, 2013 and amended on March 4, 2014, pursuant to which the County made a loan in the amount of Two Hundred Seventy Three Thousand Seven Hundred Ninety Dollars ($273,790.00) to the City and CRA for the gate-arm entry system as part of the new parking garage; and

WHEREAS, all three referenced loan agreements were in compliance with the requirements of the ILA, as amended, and were eligible for loan-to-grant conversion and thus, on March 9, 2018, were completely forgiven pursuant to the CRA's request for loan-to-grant conversion; and

WHEREAS, the County's share of the revenue generated by the net increase in the tax base within the Dania Beach Community Redevelopment Area boundaries due to specific private redevelopment projects was calculated at Two Million Eight Hundred Forty Two Thousand Eight Dollars ($2,842,008.00), which was an amount greater than the sum of the three (3) loan balances which totaled Two Million Seven Hundred Forty Seven Thousand Nine Hundred Ninety Dollars ($2,747,990.00), leaving a surplus conversion in the amount of Ninety Four Thousand Eighteen Dollars ($94,018.00); and

WHEREAS, the County, City and CRA entered into a fourth Loan Agreement dated September 28, 2010 and amended on February 22, 2011 and March 4, 2014, pursuant to which the County made a loan in the amount of Two Million Five Hundred Ninety Thousand Nine Hundred Nine Dollars ($2,590,909.00) to the City and CRA to construct a parking garage to include One Hundred and Ninety (190) spaces in addition to 250 parking spaces designated for City Hall and the Library; and

WHEREAS, this Loan Agreement and the First and Second Amendments to the Loan Agreement are attached as Exhibits "A", "B", and "C", and are made part of and incorporated into this Resolution by this reference; and

WHEREAS, the CRA managed and completed the design and construction of the "Green" municipal parking garage which has spurred private development including the adjacent Hotel Morrison, which meets existing parking requirements by leasing spaces in the municipal parking garage from the City, and which had an initial building improvement value of Sixteen Million Eight Hundred Fifty Nine Thousand Four Hundred Dollars ($16,859,400.00); and

WHEREAS, the fourth Loan Agreement is in compliance with the requirements of the ILA, as amended, and was eligible for loan-to-grant conversion and thus, on September 17, 2019, was partially forgiven pursuant to the CRA's request for loan-to-grant conversion; and

WHEREAS, the County's share of the revenue generated by the net increase in the tax base within the Dania Beach Community Redevelopment Area boundaries due to specific private redevelopment projects was calculated at One Million Eight Hundred Seventy Five Thousand Fifteen Dollars ($1,875,015.00), which was an amount less than the remaining loan balance which totaled Two Million Five Hundred Ninety Thousand Nine Hundred Nine Dollars ($2,590,909.00); and

WHEREAS, the sum of the conversion amount of One Million Eight Hundred Seventy Five Thousand Fifteen Dollars ($1,875,015.00) and the previous surplus conversion amount of Ninety Four Thousand Eighteen Dollars ($94,018.00) is One Million Nine Hundred Sixty Nine Thousand Thirty Three Dollars ($1,969,033.00); and

WHEREAS, given the total amount of conversion dollars of One Million Nine Hundred Sixty Nine Thousand Thirty Three Dollars ($1,969,033.00) is less than the loan balance of Two Million Five Hundred Ninety Thousand Nine Hundred Nine Dollars ($2,590,909.00), a Third Amendment to the Loan Agreement is required to reflect a revised loan balance in the amount of Six Hundred Twenty One Thousand Eight Hundred Seventy Six Dollars ($621,876.00); and

WHEREAS, the City desires to execute a Third Amendment to the Loan Agreement with the County and CRA, a copy of which is attached as Exhibit "D", and is made part of and incorporated into this Resolution by this reference;

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

Section 1. That the 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 reference.

Section 2. That the City Commission authorizes execution of a Third Amendment to the Loan Agreement and Promissory Note to be executed by the Board of County Commissioners of Broward County, Florida ("Board") and the Dania Beach Community Redevelopment Agency Board ("CRA Board"), a copy of which is attached as Exhibit "D", and is made part of and incorporated into this Resolution by this reference; provided, however that no agreement will be effective unless and until it has been executed by all parties.

Section 3. That the Loan Agreement and Promissory Note executed in connection with the Interlocal Agreement, as amended, shall be amended and replaced in substantial form as Exhibits "D", attached, which are approved and the proper City officials are authorized to execute them.

Section 4. That the City Manager and City Attorney are authorized to make minor revisions to the Agreement as are deemed necessary and proper for the best interest of the City.

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

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

PASSED and **ADOPTED** on May 12, 2020.

ATTEST:

THOMAS SCHNEIDER, CMC CITY CLERK	LORI LEWELLEN MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

CFN # 109614750
OR BK 47410 Pages 1694 - 1730
RECORDED 09/30/10 04:53:49 PM
BROWARD COUNTY COMMISSION
DEPUTY CLERK 1016
#1, 37 Pages

LOAN AGREEMENT

THIS LOAN AGREEMENT is made and entered into as of the 28 day of September, 2010, by and between the City of Dania Beach, Florida, a municipal corporation under the laws of the State of Florida, whose post office address is 100 West Dania Beach Boulevard, Dania Beach, Florida 33304, and the Dania Beach Community Redevelopment Agency, or its successor, a public body corporate and politic ("Borrowers"), whose post office address is 100 West Dania Beach Boulevard, Dania Beach, Florida 33304, and Broward County, Florida (the "Lender"), a political subdivision of the State of Florida, whose post office address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301.

RECITALS

A. Borrowers have submitted documentation to obtain County funding through the Broward County Redevelopment Capital Program for funds for a portion of a parking structure or garage, in support of private redevelopment, adjacent to the Dania Beach City Hall and Library. The documentation supports funding for 190 spaces of the parking garage structure, which spaces are in excess of the 250 spaces for Library and City Hall uses, and which are expected to spur private redevelopment and are at an actual cost of Two Million Five Hundred Ninety Thousand Nine Hundred Nine and no/100 Dollars ($2,590,909.00) (based on the projected cost of Thirteen Thousand Six Hundred Thirty-Six and 36/100 Dollars ($13,636.36) per space. The Lender has agreed to make a Two Million Five Hundred Ninety Thousand Nine Hundred Nine and no/100 Dollars ($2,590,909.00) loan ("the Parking Garage Loan" or the "Loan") to the Borrowers, which Loan shall be evidenced by a Promissory Note (the "Note") from

Approved BCC 9/28/10 #26A
Submitted By Planning + Dev. Division
RETURN TO DOCUMENT CONTROL

(37)

LOAN AGREEMENT

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Borrowers in favor of Lender.

B. Lender is willing to provide such Loan to Borrowers upon the terms and subject to the conditions set forth in the Dania Beach Interlocal Agreement, as amended by the Fourth Amendment, which Fourth Amendment is attached hereto and made a part hereof as Exhibit "A," and the conditions hereinafter set forth.

C. Lender is willing to provide such Loan to Borrowers upon the condition that the proceeds shall be used by Borrowers solely for the 190 spaces of the parking garage structure, in excess of the 250 spaces required for Library and City Hall uses, and as further provided and defined in the Fourth Amendment.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter set forth, the parties hereto do hereby agree as follows:

1. Recitals. The Recitals hereinabove contained are true and correct and are made a part hereof.

2. Loan. The Loan shall be evidenced by a Promissory Note (the "Note"), in the form attached hereto as Exhibit "B." The Note shall be funded in one lump sum and shall evidence the Loan. The proceeds of the Loan shall be used by Borrowers solely for the actual costs of or the reimbursement thereof, the 190 spaces of the parking garage structure in excess of the 250 spaces required for Library and City Hall uses, in the amount of Two Million Five Hundred Ninety Thousand Nine Hundred Nine and no/100 Dollars ($2,590,909.00), as provided for in Exhibit "A" attached hereto.

Lender shall provide a grant on the Parking Garage Loan up to the amount of the original Parking Garage Loan if both of the following conditions are met: 1) the Parking

Garage is completed within five (5) years from the effective date of the Fourth Amendment to the Dania Beach Interlocal Agreement, or such lesser timeframe if any, provided in the Library Agreement, and 2) the City/CRA demonstrates that the County's share of the revenue generated by the net increase in the tax base due to specific private redevelopment projects within the Dania Beach RCP Redevelopment Area boundaries over twenty (20) years (measured from the effective date of the First Amendment to the Dania Beach Interlocal Agreement, dated February 21, 2006) is expected to equal or exceed the amount of the original Parking Garage Loan. If conditions 1) and 2) above are met, the Parking Garage Loan shall convert to a grant through formal request by the Borrowers in accordance with the terms outlined in Exhibit "A" attached hereto.

3. Principal/Interest on the Loan. No payments of interest on or principal of the Loan shall be due within the first five (5) years from the effective date of this Loan Agreement. In the event that the Loan does not convert to a grant, because the conditions stated in Section 2 hereinabove have not been met, the Parking Garage Loan shall be repaid to the Redevelopment Capital Program by the Borrowers over a fifteen (15) year period commencing at the end of the initial five (5) year interest-free period, with the interest rate at the Municipal Market Data MMD "A" revenue bond rate as in effect at the time repayment begins. In this case, the maturity date shall be twenty (20) years or less from the effective date of this Loan Agreement. In no event shall the term of the Loan exceed twenty (20) years: five (5) years interest free, and up to fifteen (15) years at the MMD "A" revenue bond rate. One payment of principal and interest shall be made on or before September 30th of each year of the fifteen (15) year period,

commencing September 30, 2016. An equal amount of principal, plus the interest accrued for the year, shall become payable on each September 30, commencing September 30, 2016.

4. Defaults and Remedies. The occurrence of any one or more of the following events shall constitute an event of default:

i. The proceeds of the Loan, in whole or any part thereof, are not used by Borrowers for the specific purpose stated herein and in accordance with the terms of Exhibit "A" hereto.

ii. Any representation or warranty made by the Borrowers in connection with the making of the Loan by the Lender shall prove to be false or misleading in any material respect.

iii. Failure to pay the amounts due under the Note, which failure shall continue for a period of ten (10) days after notice thereof is provided to Borrowers.

iv. Entry of a final judgment against Borrowers or their agents which materially adversely affects the financial condition of the Borrowers and remains unsatisfied after thirty (30) days of the same becoming final, or the institution of any litigation against Borrowers or its agents which contests the validity of the Fourth Amendment, this Loan Agreement or the Promissory Note that is not dismissed or otherwise resolved within ninety (90) days thereafter.

5. Remedies Upon Default. Should any one or more defaults occur or exist, Lender shall in addition to such rights available to Lender pursuant to the terms of

DANIA BEACH
COMMUNITY REDEVELOPMENT AGENCY

Exhibit "A," to wit: the Dania Beach Interlocal Agreement, as amended by the Fourth Amendment thereto, have the right to accelerate the maturity of the entire principal balance due under the Note and shall have the right, upon ten (10) days written notice, to enforce collection of the entire indebtedness evidenced by the Note including interest, cost and fees by and through any of the remedies herein contained, or by and through any remedies afforded and permitted under the Note, the Uniform Commercial Code, or the laws of the State of Florida. Failure to declare a default, or a failure or withholding of any action to enforce collection of its obligation by virtue of such default, shall not constitute a waiver of any such event of default on the part of Lender. Any waiver by Lender of an event of default shall not be construed and shall not constitute a waiver of any other or subsequent event of default, it being understood that each event of default shall be and constitute a separate and independent event or act of default, for which Lender may accelerate the indebtedness of Borrowers and, at its election and option, proceed to enforce collection thereof.

All remedies and enforcement rights of the Lender shall be cumulative, and may be pursued separately or together as against the Borrowers, and Lender may resort to any one or more of the remedies afforded under this Loan Agreement, the Note, the Uniform Commercial Code of Florida, or under the laws of Florida, neither to the exclusion of the other.

6. Agreement to Pay Attorneys' Fees and Expenses. In the event the Borrowers shall default under any of the provisions of this Loan Agreement and the Lender should employ attorneys or incur other expenses for the collection of the payments due under this Loan Agreement or the enforcement of performance or

observance of any obligation or agreement on the part of the Borrowers herein contained, the Borrowers agree to pay to the Lender the reasonable fees and expenses of such attorneys and such other expenses so incurred by the Lender.

7. Miscellaneous.

(a) Effective Date: Effective date of this Loan Agreement shall mean the date upon which the last party to this Loan Agreement has executed same in accordance with the formalities imposed upon such entity required by Florida law.

(b) Notices. Notices shall be given by each party at the addresses set forth below and shall be deemed to have been sufficiently given or served for all purposes of the same as follows: All notices required to be given by mail will be given by first class, registered or certified mail postage prepaid, return receipt requested, or by private courier service which provides evidence of delivery, or sent by facsimile which produces evidence of transmission, confirmed by first class mail, postage prepaid, and in each case shall be deemed to have been given on the date evidenced by the postal or courier receipt or other written evidence of delivery or electronic transmission, addressed in the manner aforesaid. Any party may, by providing notice in the manner set forth in this section, change its address for purposes of this section.

FOR COUNTY: County Administrator
Broward County Governmental Center
115 S. Andrews Avenue
Fort Lauderdale, FL 33301

With a copy to: Environmental Protection and

Growth Management Department
Room 329B, Broward County Governmental Center
115 South Andrews Avenue
Fort Lauderdale, FL 33301

FOR CITY: City Manager
City of Dania Beach
100 West Dania Beach Boulevard
Dania Beach, FL 33004

With a copy to: City Clerk
City of Dania Beach
100 West Dania Beach Boulevard
Dania Beach, FL 33004

FOR CRA: Dania Beach Community Redevelopment Agency
Executive Director
City of Dania Beach
100 West Dania Beach Boulevard
Dania Beach, FL 33004

(b) Severability. If any provision of this Loan Agreement shall be held or deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative, or unenforceable to any extent whatsoever.

(c) Execution of Counterparts. This Loan Agreement may be executed in several counterparts each of which shall be an original and all of which shall constitute but one and the same instrument.

(d) Governing Law. This Loan Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of Florida. The venue for any proceeding hereunder shall be accorded appropriate jurisdiction in Broward County, Florida.

(e) This Loan Agreement shall be binding upon, and shall inure to the benefit of, the respective successors and assigns of the parties hereto.

8. Waiver of Jury Trial

Borrowers and Lender hereby knowingly, irrevocably, voluntarily and intentionally waive any right to a trial by jury in respect of any action, proceeding, defense or counterclaim based on this Loan Agreement, or arising out of, under or in connection with this Loan Agreement, the Note, or any other security document, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of any party hereto or to any security document. This provision is a material inducement for Borrowers and Lender entering into the subject transaction.

THIS SPACE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties hereto have made and executed this Loan Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 28 day of Sept., 2010; the CITY OF DANIA BEACH, signing by and through its City Manager, duly authorized to execute same, and the DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY, signing by and through its Chair, duly authorized to execute same.

COUNTY

LENDER

ATTEST:

for

County Administrator and
Ex-Officio Clerk of the
Board of County Commissioners
of Broward County, Florida

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

By _____
Mayor

28 day of September, 2010

Approved as to form by
Office of County Attorney
Broward County, Florida
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By _____
Carl L. Kitchner
Assistant County Attorney

15th day of September, 2010

LOAN AGREEMENT AMONG BROWARD COUNTY, CITY OF DANIA BEACH AND DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY

CITY OF DANIA BEACH

BORROWERS

ATTEST:

Lorrie Stilson

City Clerk

CITY OF DANIA BEACH, through its

By_____

City Manager

14 day of SEPTEMBER, 2010

Approved as to form:

By_____

City Attorney

14 day of SEPTEMBER, 2010

LOAN AGREEMENT AMONG BROWARD COUNTY, CITY OF DANIA BEACH AND DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY

DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY

BORROWERS

WITNESSES:

Louise Stilson

Christi A Gottier

DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY

By

14 day of SEPTEMBER, 2010

DANIA BEACH
COMMUNITY REDEVELOPMENT AGENCY

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DANIA BEACH
COMMUNITY REDEVELOPMENT AGENCY

EXHIBIT "A"

FOURTH AMENDMENT TO DANIA BEACH INTERLOCAL AGREEMENT

This is the Fourth Amendment to the Dania Beach Interlocal Agreement ("Fourth Amendment"), made this 28 day of Sept., 2010, by and between the following:

Broward County, Florida
a political subdivision of the State of Florida
(the "County"),

and

City of Dania Beach, Florida, a municipal
corporation under the laws of the State of
Florida (the "City"),

and

The Dania Beach Community Redevelopment
Agency, or its successor, a public body
corporate and politic (the "CRA").

WHEREAS, on April 20, 2004, the County, the City and the CRA entered into an Interlocal Agreement ("Dania Beach Interlocal Agreement" or "Interlocal Agreement") pursuant to which it was agreed that the County method of investment in any redevelopment activities proposed by the City and/or the CRA, during the term of the Interlocal Agreement and any amendments thereto, and pursuant to the adopted Dania Beach Community Redevelopment Plan, would be implemented pursuant to the requirements and criteria of the funding program, established by the County, known as the Redevelopment Capital Program ("RCP"); and

WHEREAS, pursuant to the Interlocal Agreement, the basis of any amendment and extension to the term of the Interlocal Agreement would be the submission by the City and/or the CRA to the County, of a proposed community redevelopment project(s) within the term of the Interlocal Agreement and the successful negotiations by and between the City, the CRA and the County pertaining to same; and

WHEREAS, pursuant to the Interlocal Agreement, the basis of any amendment will include an implementation schedule and critical path timeline for the proposed community redevelopment project(s);

WHEREAS, on February 21, 2006, the County, the City and the CRA entered into the First Amendment to the Dania Beach Interlocal Agreement (the "First Amendment"), pursuant to which the County agreed to fund by way of one or more loans which, subject to the terms and conditions thereof, could be converted to grant(s),

for certain infrastructure improvements as described in the First Amendment within the Dania Beach RCP Redevelopment Area up to the total amount of Six Million Three Hundred Forty-Five Thousand Eight Hundred Sixty-Six Dollars ($6,345,866.00) from the RCP; and

WHEREAS, the City and/or the CRA thereafter subsequently proceeded to complete the infrastructure improvements identified in the First Amendment, utilizing its own funds and other funding sources, and did not utilize any of the Six Million Three Hundred Forty-Five Thousand Eight Hundred Sixty-Six and no/100 Dollars ($6,345,866.00) from the RCP committed under the First Amendment; and

WHEREAS, the City and the CRA then identified additional projects or improvements to replace those identified in the First Amendment, and sought to utilize the funds committed under the First Amendment for such purposes; and

WHEREAS, the City and the CRA then sought funding for the additional projects, specifically, for the reimbursement of the costs of acquisition of the property commonly known as Parcel 109, in the amount of Two Million Three Hundred Thirty-Four Thousand Two Hundred and no/100 Dollars ($2,334,200.00) (the "Parcel 109 Reimbursement") and funding for a portion of a parking structure or garage, related to new private redevelopment, in the amount not to exceed Three Million One Hundred Thousand and no/100 Dollars ($3,100,000.00), adjacent to City Hall and the Library, which funds are hereinafter referred to as the "Parking Garage Funds," together with such future project(s) that would be the subject of future application(s) by the CRA to the County and future amendments resulting therefrom, provided such future amendments are executed on or before February 21, 2011, not to exceed the total sum of Six Million Three Hundred Forty-Five Thousand Eight Hundred Sixty-Six and no/100 Dollars ($6,345,866.00) contemplated by the First Amendment; and

WHEREAS, the County, the City, and the CRA, having negotiated the parameters for such Parking Garage Funds and the terms and conditions thereof, following Board approval on February 24, 2009, entered into the Second Amendment to Dania Beach Interlocal Agreement (the "Second Amendment") to effectuate the same; and

WHEREAS, pursuant to the Second Amendment, the Board approved funding not to exceed Three Million One Hundred Thousand and no/100 Dollars ($3,100,000.00) to fund approximately 138 parking spaces, but not less than 125 nor more than 175, in a parking structure/garage. The RCP funds were to be provided as a five-year interest-free loan(s) which could convert to a grant(s) with conditions similar to those for the Parcel 109 Reimbursement, which funding has been addressed in the Third Amendment to the Dania Beach Interlocal Agreement (the "Third Amendment") entered into on March 24, 2009, by and between the County, the City and the CRA; and

WHEREAS, the funding and implementation requirements of the Third Amendment have been completed; and

WHEREAS, with respect to the Second Amendment, while the previously approved funding was not to exceed Three Million One Hundred Thousand and no/100 Dollars ($3,100,000.00) for approximately 138 parking spaces, but not less than 125 nor more than 175, in the parking structure/garage, which spaces were to be in addition to the 250 spaces for use by the Library and City Hall, the CRA, on July 20, 2010, has now requested RCP funding for an additional 15 spaces, which raises the total number of spaces in support of private redevelopment from 175 to 190 spaces in a new parking structure of 440 total spaces; and

WHEREAS, based upon the July 20, 2010 request of the CRA, the lower actual cost of construction and the change to 440 parking spaces, the County has determined that the City and the CRA have provided sufficient documentation to support a loan convertible to a grant for the subject 190 parking spaces, based on similar loan-to-grant conversion provisions, with a 5-year interest-free mechanism, to those already provided in the First Amendment, the Second Amendment (Parking Garage Funds) and the Third Amendment (Parcel 109 Reimbursement now completed); and

WHEREAS, based on the lower cost and change to the 440 parking spaces, the proportional cost for the now 190 parking spaces is Two Million Five Hundred Ninety Thousand Nine Hundred Nine and no/100 Dollars ($2,590,909.00), which amount will be processed for disbursement by the County upon approval and execution of this Fourth Amendment and contemporaneous execution of a Loan Agreement and Promissory Note, based on the approved funding mechanism previously utilized in the First, Second and Third Amendments; and

WHEREAS, on July 20, 2010, the CRA also requested RCP funding related to the parking garage for a security system and gate-arm entry system; and

WHEREAS, the City and the CRA have provided sufficient documentation to support a loan convertible to a grant for the subject security system in the amount of One Hundred Forty Thousand and no/100 Dollars ($140,000.00), based on similar loan-to-grant conversion provisions, with a 5-year interest-free mechanism, to those already provided in the First Amendment, the Second Amendment (Parking Garage Funds) and the Third Amendment (Parcel 109 Reimbursement now completed) and which amount will be processed for disbursement by the County upon approval and execution of this Fourth Amendment and contemporaneous execution of a Loan Agreement and Promissory Note; and

WHEREAS, the County will not, to date, disburse any RCP funds for the gate-arm entry system until the City and the CRA have provided sufficient documentation, which documentation shall include executed contracts, to support a loan convertible to a grant for the subject gate-arm entry system in an amount not to exceed Two Hundred Seventy-Three Thousand Seven Hundred Ninety and no/100 Dollars ($273,790.00), based on similar loan-to-grant conversion provisions, with a 5-year interest-free mechanism, to those already provided in the First Amendment, the Second Amendment

(Parking Garage Funds) and the Third Amendment (Parcel 109 Reimbursement now completed) and which amount will be processed for disbursement by the County upon review of such documentation and execution of a Loan Agreement and Promissory Note; and

WITNESSETH, that for and in consideration of the mutual covenants and agreements contained herein, the County, the City and the CRA agree as follows:

1. The truth and accuracy of each "WHEREAS" clause set forth above is acknowledged by the parties and the recitals contained are incorporated herein.

2. Section 1.8 of the Dania Beach Interlocal Agreement is hereby amended to read as follows:

   1.8 The total County funding amount from the Redevelopment Capital Program payable to the CRA, for the Parcel 109 Reimbursement and Parking Garage Funds, <u>as redefined pursuant to this Fourth Amendment, together with the security system and gate-arm entry system and</u> such future project(s) that will be the subject of future application(s) by the CRA to the County and future amendments resulting therefrom, provided such future amendments are executed on or before February 21, 2011, shall not exceed the sum of Six Million Three Hundred Forty-Five Thousand Eight Hundred Sixty-Six <u>and no/100</u> Dollars ($6,345,866.00). All amounts paid by the County shall <u>continue to</u> be deposited into the Redevelopment Trust Fund established by the City or the CRA and expended solely as authorized by the Act and the Interlocal Agreement, as amended.

3. Section 4 of the Dania Beach Interlocal Agreement, as created by paragraph 7 of the First Amendment, and as further amended by the Second and Third Amendments, and in addition and similar to the provisions of the Third Amendment, is hereby further amended and supplemented to read, specifically regarding the Parking Garage Funds pursuant to the provisions of the Second Amendment, as follows:

   4.0 <u>COUNTY FUNDING OF INFRASTRUCTURE IMPROVEMENTS</u>

   4.1 <u>The Parking Garage Funds, as defined in the Second Amendment, with funding for the actual cost not to exceed Three Million One Hundred Thousand and no/100 Dollars ($3,100,000.00) for approximately 138 spaces, but not less than 125 spaces nor more than 175 spaces, which spaces are in addition to 250 spaces for use by the Library and City Hall, are hereby redefined to include an additional 15 spaces, which raises the total number of parking spaces in support of private redevelopment from 175 to 190 spaces in a parking structure of 440 spaces. Based on a lower per space</u>

cost, the proportional cost of the 190 spaces is Two Million Five Hundred Ninety Thousand Nine Hundred Nine and no/100 Dollars ($2,590,909.00), which will be processed for disbursement by the County upon approval of this Fourth Amendment and execution of appropriate Loan Agreement(s) and Promissory Note(s). In addition to this amount, the Parking Garage Funds shall include an additional One Hundred Forty Thousand and no/100 Dollars ($140,000.00), requested by the City/CRA, for a security system for the parking garage, to be processed for disbursement upon approval of this Fourth Amendment and execution of appropriate Loan Agreement(s) and Promissory Note(s), and further, an amount equal to the actual cost not to exceed Two Hundred Seventy-Three Thousand Seven Hundred Ninety and no/100 Dollars ($273,790.00) for a gate-arm entry system, to be disbursed by the County after appropriate documentation is presented, including a contract, duly reviewed by the County, together with execution of an additional Loan Agreement(s) and Promissory Note(s).

The differential between the initial County commitment for the Parking Garage Funds of Three Million One Hundred Thousand and no/100 Dollars ($3,100,000.00) and the funding for the now redefined Parking Garage Funds totaling Three Million Four Thousand Six Hundred Ninety-Nine and no/100 Dollars ($3,004,699.00), is Ninety-Five Thousand Three Hundred One and no/100 Dollars ($95,301.00), which sum shall be added to the Nine Hundred Eleven Thousand Six Hundred Sixty-Six and no/100 Dollars ($911,666.00) differential remaining after the Third Amendment, totaling One Million Six Thousand Nine Hundred Sixty-Seven and no/100 Dollars ($1,006,967.00), and shall be available to the CRA for future projects that will be the subject of future application(s) by the CRA to the County and future amendments resulting therefrom, provided such future amendments must be executed on or before February 21, 2011. Should the actual cost of the gate-arm entry system be less than the not to exceed amount of Two Hundred Seventy-Three Thousand Seven Hundred Ninety and no/100 Dollars ($273,790.00), the difference will be added to the amount available to the CRA for future projects.

4.2 The County funding will be exercised as to the Parking Garage Funds, as redefined herein, only after submission by the City and/or CRA to the County of an application therefore, including an implementation schedule and critical path timeline, which the County acknowledges have been submitted.

County funding for any future public improvements will be exercised only after submission by the City and/or CRA to the County of an application and documentation therefore, including an implementation schedule and critical path timeline.

4.3 In addition to the provisions of the Third Amendment for the Parcel 109 Reimbursement, t~~T~~he County will lend the actual cost not to exceed ~~$3,100,000~~ Three Million Four Thousand Six Hundred Ninety-Nine and no/100 Dollars ($3,004,699.00), for ~~no less than 125 spaces nor more than 175 spaces,~~ 190 spaces of all spaces in the Parking Garage in excess of 250 spaces, at a projected cost of ~~$22,463.77~~ Thirteen Thousand Six Hundred Thirty-Six and 36/100 Dollars ($13,636.36) per space, a security system and a gate-arm entry system, as more fully provided in the ~~Application~~ documentation submitted therefore.

4.4 ~~The County loan(s) of the Parking Garage Funds shall be made when sufficient documentation (e.g. permits and contracts) that evidences when the Parking Garage construction will commence is submitted and reviewed in final by the County for sufficiency and completeness, and a mutually acceptable loan agreement executed.~~

The County loan(s) of the Parking Garage Funds for the 190 parking spaces ($2,590,909) and the security system ($140,000.00) shall be processed for disbursement within thirty (30) days of execution of this Fourth Amendment, Loan Agreement(s), and Promissory Note(s) by appropriate parties thereto, and the not to exceed amount of Two Hundred Seventy-Three Thousand Seven Hundred Ninety and no/100 Dollars ($273,790.00) for the gate-arm entry system will be disbursed when appropriate documentation is submitted, duly reviewed by the County, and a Loan Agreement and Promissory Note are executed.

. . .

4.7 In addition and similar to the provisions of the Third Amendment for the Parcel 109 Reimbursement loan, Section 4.7 of the Second Amendment related to the Parking Garage Funds is amended as follows.

The County shall provide a grant(s) on the Parking Garage Funds, as redefined herein, loan(s) up to the amount(s) of the original Parking Garage Funds loan(s) if both of the following conditions are met: 1) ~~all~~ Parking Garage improvements (parking garage, security system, and gate-arm entry system) associated with the loan(s) are completed within five (5) years from the effective date of this

~~Second~~ Fourth Amendment or lesser timeframe, if any, provided in the Library Agreement, and 2) the City/CRA demonstrates that the County's share of the revenue generated by the net increase in the tax base due to specific private redevelopment projects within the Dania Beach RCP Redevelopment Area boundaries over 20 years (measured from the effective date of the First Amendment dated February 21, 2006) is expected to equal or exceed the amount of the original Parking Garage Funds loan(s).

4.7.1 If conditions 1) and 2) of Section 4.7 are met, the Parking Garage Funds loan(s) shall convert to a grant(s), through formal request by the City/CRA, as follows: 1) one-third of the amount of the loan(s) or one-third of the County's share of the revenue generated by the expected net increase in the tax base due to specific private redevelopment project(s), whichever is less, will convert to a grant(s) at the time of the approval of the requisite permitting for the private redevelopment project(s), and appropriate documentation of the completion of the associated Parking Garage improvements (parking garage, security system and gate-arm entry system); 2) an additional one-third of the amount of the loan(s) or one-third of the County's share of the revenue generated by the expected net increase in the tax base due to specific private redevelopment project(s), whichever is less, will convert to grant(s) at the time when the City/CRA provides documentation to the County that 50% of the total project floors are erected; and, 3) the remaining one-third of the amount of the loan(s) or one-third of the County's share of the revenue generated by the expected net increase in the tax base due to specific private redevelopment project(s), whichever is less, will convert to a grant(s) at the time of the completion of the private redevelopment project(s) evidenced by the issuance of all applicable Certificates of Occupancy.

4.8 In addition and similar to the provisions of the Third Amendment, Section 4.8 of the Second Amendment is amended as follows.

If conditions 1) and 2) of Section 4.7 herein are not met, the Parking Garage Funds loan(s), as redefined by this Fourth Amendment, must be repaid to the Redevelopment Capital Program by the City or CRA over a 15-year period commencing at the end of the initial five-year interest-free period, ~~as provided by Section 4.5 herein,~~ with interest at the Municipal Market Data (MMD) "A" revenue bond rate as in effect at the time repayment begins. In no event shall the term of the loan(s) exceed twenty (20)

years: five years interest free, and up to 15 years at the MMD "A" revenue bond rate.

4.9 In no event shall the total amount of County grant(s) and loan(s) for the Parcel 109 Reimbursement, Parking Garage Funds, as redefined by this Fourth Amendment , and any future project(s) that will be the subject of future application(s) by the CRA to the County and future amendments resulting therefrom, which must be executed on or before February 21, 2011, exceed Six Million Three Hundred Forty-Five Thousand Eight Hundred Sixty-Six and no/100 Dollars ($6,345,866.00).

. . .

4.11 ~~In addition to the provisions of the Second Amendment as applicable to the Parking Garage Funds loan, t~~The calculation of the net increase in the tax base over 20 years, which is Condition 2 of Section 4.7 herein, is as follows:

4.11.1 The net present value of the County's share of the revenue generated by the net increase in the tax base from all private redevelopment projects within the Dania Beach RCP Redevelopment Area boundaries shall be calculated based on the following parameters:

Estimated Project Value:	Project costs (Land & Improvements)
Property Assessment Rate:	85% of Project Cost
Collection Rate:	95%
Property Appreciation Rate:	4%
Payback Term:	20 Years from the effective date of the First Amendment, February 21, 2006, but may be less than 20 years depending on the year the private redevelopment project(s) become part of the tax base.
County Millage:	Effective County Millage at the time of grant consideration
Discount Rate:	The interest rate from the table of "A" General Obligation yields produced by "Municipal Market Data" and

published in the Bond Buyer for the 20-year maturity in the proposed project financing or funding plan. The actual rate used shall be the interest rate published within five (5) days prior to the date of submittal of the request for grant funds by the City/CRA to the County.

4.11.2 The net increase in the tax base is the difference between the assessed (85%) value of the various redevelopment projects including land and improvements, and the taxable value of the existing property including land and improvements ~~as of the date of this Third Amendment~~. If a property was acquired by the County, the City or the CRA for the purpose of redevelopment, within the last 4 years, the taxable value will be the latest available taxable value increased annually by the growth in the tax base within the Dania Beach RCP Redevelopment Area.

. . .

4. Section 5 of the Dania Beach Interlocal Agreement, as created by paragraph 8 of the First Amendment, and further amended by paragraph 5 of the Second and Third Amendments, shall remain unchanged and its provisions fully applicable to this Fourth Amendment.

5. Section 6 of the Dania Beach Interlocal Agreement, as created by paragraph 9 of the First Amendment and amended by paragraph 6 of the Second and Third Amendments, shall remain unchanged and its provisions fully applicable to this Fourth Amendment.

6. Section 4.0, MISCELLANEOUS of the Dania Beach Interlocal Agreement, as amended by paragraph 10 of the First Amendment and paragraph 7 of the Second and Third Amendments, as applicable to this Fourth Amendment, is hereby amended to read as follows:

7.0 MISCELLANEOUS

7.1 Effective Date: The effective date of this ~~Third~~ Fourth Amendment shall be on the date it is fully executed by the parties.

7.2 Joint Preparation: The preparation of this ~~Third~~ Fourth Amendment has been a joint effort of the Parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

7.3 Merger: The Dania Beach Interlocal Agreement, as amended, incorporates and includes all prior negotiations, correspondence, agreements or understandings applicable to the matter contained herein; and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Interlocal Agreement, as amended, that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no change, amendment, alteration or modification in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith by all Parties to the Dania Beach Interlocal Agreement, as amended.

7.4 Assignment: The respective obligations of the Parties set forth in the Dania Beach Interlocal Agreement, as amended, shall not be assigned, in whole or in part, without the written consent of the other party.

7.5 Recordation/Filing: The County Administrator as the Ex-Officio Clerk of the Broward County Board of County Commissioners is hereby authorized and directed after approval of this ~~Third~~ Fourth Amendment, by the governing body of the City/CRA and the County and the execution thereof by the duly qualified and authorized officers of each of the Parties hereto to file the Dania Beach Interlocal Agreement, and amendments thereto, with the Clerk of Broward County, Florida, as required by Section 163.01(11), Florida Statutes.

7.6 Contract Administrators: The Contract Administrators for the Dania Beach Interlocal Agreement and amendments thereto are the Dania Beach City Manager, or designee, and the County Administrator, or designee. In the implementation of the terms and conditions of the Dania Beach Interlocal Agreement, as amended, as contrasted with matters of policy specifically established by the respective commissioners through resolutions and/or ordinances, all parties may rely upon instructions or determinations made by the respective Contract Administrators.

7.7 Notices: Whenever either party desires to give notice to the other, such notice must be in writing and sent by United States mail, return receipt requested, courier evidenced by a delivery receipt, facsimile evidenced by a delivery receipt, or by an overnight express delivery service evidenced by a delivery receipt, addressed

to the party for whom it is intended at the place last specified; and the place for giving notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this section. For the present, the Parties designate the following as the respective places for giving notice. Notice shall be effective upon delivery as evidenced by a delivery receipt.

FOR COUNTY: County Administrator
Broward County Governmental Center
115 South Andrews Avenue
Fort Lauderdale, FL 33301

With a copy to: Environmental Protection and Growth Management Department
Room 329B, Governmental Center
115 South Andrews Avenue
Fort Lauderdale, FL 33301

FOR CITY: City Manager
City of Dania Beach
100 West Dania Beach Boulevard
Dania Beach, FL 33004

With a copy to: City Clerk
City of Dania Beach
100 West Dania Beach Boulevard
Dania Beach, FL 33004

FOR CRA: City Clerk
City of Dania Beach
100 West Dania Beach Boulevard
Dania Beach, FL 33304

7.8. Governing Law and Venue: The Dania Beach Interlocal Agreement and amendments thereto shall be governed, construed and controlled according to the laws of the State of Florida without regard to its conflict of laws provision. Any claim, objection or dispute arising out of the terms of the Dania Beach Interlocal Agreement and amendments thereto shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.

7.9 Severability: In the event a portion of the Dania Beach Interlocal Agreement and amendments thereto is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless the City and/or the CRA or the County elect to terminate the Dania Beach Interlocal Agreement.

An election to terminate the Dania Beach Interlocal Agreement, as amended, based upon this provision shall be made within seven (7) calendar days after the court's determination becomes final. For the purposes for this section, "final" shall mean the expiration of time within which to file an appeal or the conclusion of any appellate proceeding and the granting of an order. In such event, the Parties agree to cooperate fully with the other to effectuate a smooth transaction of services.

7.10 Amendments: Except as expressly authorized in the Dania Beach Interlocal Agreement or amendments thereto, 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 the Dania Beach Interlocal Agreement and executed by the Parties.

7.11 Third Party Beneficiaries: Neither City, County nor CRA intend that any person shall have cause of action against either of them as a third party beneficiary under the Dania Beach Interlocal Agreement or amendments thereto. Therefore, the Parties agree that there are no third party beneficiaries to the Dania Beach Interlocal Agreement and that no third party shall be entitled to assert a claim against either of them based upon the Dania Beach Interlocal Agreement or amendments thereto. The Parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under the Dania Beach Interlocal Agreement or amendments thereto.

7.12 Force Majeure: Unless otherwise governed by the Dania Beach Interlocal Agreement or amendments thereto, or by federal or state law or regulations, neither party shall be obligated to perform under the Dania Beach Interlocal Agreement or amendments thereto, if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, act of God, riot or civil commotion, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense. In no event shall lack of funds on the part of either party be deemed Force Majeure. Either party desiring to rely upon such a cause shall, when the cause arises, give prompt written notice thereof to the other party and, when the cause ceases to exist, shall give prompt written notice thereof to the other party. Both parties agree to use their best efforts to minimize the effects of such cause that would give rise to the operation of this provision.

7.13 Nondiscrimination: The decision of the Parties hereto regarding the delivery of services under the Dania Beach Interlocal Agreement or amendments thereto, shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16½), national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

7.14 Gender: Whenever any words are used in the Dania Beach Interlocal Agreement or amendments thereto, in the masculine gender, they shall be construed as though they were also used in the feminine or neuter gender in all situations where they would so apply, and whenever any words are used in this Interlocal Agreement or amendments thereto in the singular form, they shall be construed as though they were also used in the plural form in all situations where they would so apply.

7.15 The Parties shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16½) in performing any services pursuant to this Interlocal Agreement or amendments thereto.

7.16 The Parties agree that an extraordinary majority vote (4/5) of the Dania City Commission and the CRA, as applicable, shall be required in order to institute any eminent domain proceeding or to acquire any property exceeding the appraised value within the Community Redevelopment area.

7.17 That in the event of any conflict or ambiguity by and between the terms and provisions of this ~~Third~~ Fourth Amendment to the original Dania Beach Interlocal Agreement and the original Dania Beach Interlocal Agreement, First Amendment ~~or~~, Second Amendment or Third Amendment thereto, the terms and provisions of this ~~Third~~ Fourth Amendment shall control to the extent of any such conflict or ambiguity.

7.18 That the original Dania Beach Interlocal Agreement, as amended by the First Amendment, Second Amendment ~~and~~, Third Amendment and Fourth Amendment thereto, executed by the Parties shall remain in full force and effect except as specifically amended herein.

7.19 This Fourth Amendment may be executed in up to four (4) counterparts, each of which shall be deemed to be an original.

7.20 The City and/or the CRA shall reasonably encourage the participation of, and utilization of, small and minority businesses, specifically, but not limited to, a financial advisor, bond counsel, underwriters' counsel and underwriting services in the development of the redevelopment projects of the City.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the Parties hereto have made and executed this FOURTH AMENDMENT to the Interlocal Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on the 28 day of September, 2010; and the CITY OF DANIA BEACH, signing by and through its Mayor, duly authorized to execute same and the DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY, signing by and through its Chair, duly authorized to execute same.

COUNTY

ATTEST:

for County Administrator and
Ex-Officio Clerk of the Board
of County Commissioners of
Broward County

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

By _____
Mayor

28 day of September, 2010

Approved as to form by:
Office of County Attorney
Broward County, Florida
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Facsimile: (954) 357-6968

By _____

Assistant County Attorney

15th day of September, 2010

FOURTH AMENDMENT TO INTERLOCAL AGREEMENT AMONG BROWARD COUNTY, CITY OF DANIA BEACH AND DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY

CITY OF DANIA BEACH

ATTEST:

City Clerk

City Manager

DANIA BEACH, through its

By_____, Mayor-Commissioner

14 day of SEPTEMBER, 2010

Approved as to form:

By_____, City Attorney

14 day of SEPTEMBER, 2010

FOURTH AMENDMENT TO INTERLOCAL AGREEMENT AMONG BROWARD COUNTY, CITY OF DANIA BEACH AND DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY

COMMUNITY REDEVELOPMENT AGENCY

WITNESSES:

_____, City Manager

_____, City Clerk

DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY

By_____, Chairman

14 day of SEPTEMBER, 2010

Approved as to form:

By_____, City Attorney

14 day of SEPTEMBER, 2010

DANIA BEACH
COMMUNITY REDEVELOPMENT AGENCY

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DANIA BEACH

COMMUNITY REDEVELOPMENT AGENCY

EXHIBIT "B"

U.S. $2,590,909.00

Fort Lauderdale, Florida
September 28, 2010

PROMISSORY NOTE

FOR VALUE RECEIVED the undersigned, the CITY OF DANIA BEACH, FLORIDA, a municipal corporation under the laws of the State of Florida, and the DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY, or its successor, a public body corporate and politic ("BORROWERS"), promise to pay to the order of BROWARD COUNTY, FLORIDA, a political subdivision of the State of Florida (the "LENDER") located at Governmental Center, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, the principal sum of Two Million Five Hundred Ninety Thousand Nine Hundred Nine and no/100 DOLLARS ($2,590,909.00), (the "Principal") plus interest (the "Interest") on the Principal after the end of the initial five (5) year interest-free period as defined in Section two (2) below:

So long as no default has occurred in the Note, Interest shall be payable at the Municipal Market Data MMD "A" revenue bond rate as in effect at the time repayment begins. Upon default in this Note, Interest shall be payable at the per annum rate of eighteen percent (18%). Interest shall accrue and be payable on an actual 360-day basis.

1) This Note evidences a Loan by LENDER to BORROWERS for the sole purpose of funding through the Broward County Redevelopment Capital Program for funds for 190 spaces of the parking garage structure, in support of private redevelopment, which spaces are in excess of the 250 spaces for Library and City Hall uses, and which are expected to spur private redevelopment and are at an actual cost

of Two Million Five Hundred Ninety Thousand and Nine Hundred and Nine ($2,590,909.00) Dollars, based on a projected cost of Thirteen Thousand Six Hundred Thirty-Six and 36/100 ($13,636.36) per space.

2) This Note evidences a Loan by LENDER to BORROWERS upon the terms and subject to the terms and conditions set forth in the Dania Beach Interlocal Agreement, as amended by the Fourth Amendment, which Fourth Amendment is attached and made a part hereof as Exhibit "A" to the Loan Agreement accompanying this Note.

3) The outstanding principal of the Note shall be due and payable as follows:

a) No payments of interest or principal of the Loan shall be due within the first five (5) years from the effective date of this Note. In the event that the Loan does not convert to a grant because the conditions stated in Section 2 of the Loan Agreement have not been met, the Loan shall be repaid over to the LENDER by the BORROWERS over a fifteen (15) year period commencing at the end of the initial five (5) year interest free period, with the interest rate at the Municipal Market Data MMD "A" revenue bond rate as in effect at the time repayment begins. In this case, the maturity date shall be twenty (20) years or less from the effective date of this Promissory Note and the accompanying Loan Agreement. In no event, shall the term of the Loan exceed twenty (20) years; five (5) years interest free, and up to fifteen (15) years at the MMD "A" revenue bond rate. One payment of Principal and Interest shall be

made on or before September 30th of each year of the fifteen (15) year period, commencing September 30, 2016. An equal amount of Principal, plus the interest accrued for the year, shall become payable on each September 30, commencing September 30, 2016.

b) This Note may be prepaid in whole or in part without penalty. Any prepayment shall be accompanied by an amount equal to the interest accrued thereon to the date of receipt of such prepayment in collected funds.

4) All payments hereunder shall be made to LENDER's office at: Broward County Environmental Protection and Growth Management Department, 115 South Andrews Avenue, Room 329B, Fort Lauderdale, Florida, 33301, or such other place as LENDER may from time to time designate in writing.

5) This Note shall be in default if any payment of Principal or Interest due hereunder, and/or under the Loan Agreement, dated as of the date of this Note, from BORROWERS to LENDER, is not paid as and when due, or if any event of default occurs simultaneously, as such term is defined in the accompanying Loan Agreement being entered into hereto. Upon default in this Note, the LENDER, at its option, may declare the entire unpaid Principal balance of this Note, together with accrued Interest, to be immediately due and payable without notice or demand. In addition to payments of Interest and Principal, if there is a default in this Note, the LENDER shall be entitled to recover from the BORROWER all of the LENDER's costs of collection, including the LENDER's attorneys' fees and expenses (whether for services incurred in collection, litigation, or otherwise), and all other costs incurred in connection therewith.

6. BORROWERS severally, irrevocably and unconditionally agree:

(a) that any suit, action or other legal proceeding arising out of or relating to this Note may be brought at the option of the LENDER, in a court of record of the State of Florida in Broward County, in the United States District Court for the Southern District of Florida or in any other court of competent jurisdiction; and

(b) consent to the jurisdiction of each such court in any such suit, action or proceeding; and

(c) waive any objection which it or they may have to the loss of revenue of any such suit, action or proceeding in any such courts.

7. All remedies and enforcement rights of the LENDER shall be cumulative, and may be pursued separately or together as against the BORROWERS and LENDER may resort to any one or more of the remedies afforded under this Note or Loan Agreement, the Uniform Commercial Code of Florida, or under the laws of Florida, neither to the exclusion of the others.

8. BORROWERS AND LENDER HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING, DEFENSE OR COUNTERCLAIM BASED ON THE NOTE OR ACCOMPANYING LOAN AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THE LOAN AGREEMENT, THIS NOTE, OR ANY OTHER SECURITY DOCUMENT TO, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO OR TO ANY SECURITY DOCUMENT. THIS

PROVISION IS A MATERIAL INDUCEMENT FOR BORROWERS AND LENDER ENTERING INTO THE SUBJECT TRANSACTION.

THIS SPACE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, BORROWERS, CITY OF DANIA BEACH, FLORIDA, and DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY, have executed this Note.

BORROWERS

WITNESSES:

Print Name: Christine A. Lottier

Print Name: MIRIAM NASSER

CITY OF DANIA BEACH, FLORIDA

Print Name: CHARLES K. MCELYEA

STATE OF FLORIDA)

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 14 day of SEPTEMBER, 2010, by CHARLES K. MCELYEA, as MAYOR, who is personally known to me or who has produced _____ as identification.

Print Name:
Notary Public, State of Florida at Large
Commission No. _____

My Commission Expires:

LOUISE STILSON
MY COMMISSION EXPIRES
January 10, 2014
#DD 941620
Bonded thru
Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

BORROWERS

WITNESSES:

Print Name: Christine A. Lottier

Print Name: MIRIAM NASSER

DANIA BEACH COMMUNITY
REDEVELOPMENT AGENCY

Print Name: CHARLES K. MCELYEA

STATE OF FLORIDA)

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 14 day of SEPTEMBER, 2010, by CHARLES K. MCELYEA, as CHAIRMAN, who is personally known to me or who has produced _____ as identification.

Print Name:
Notary Public, State of Florida at Large
Commission No. _____

My Commission Expires:

LOUISE STILSON
MY COMMISSION EXPIRES
January 10, 2014
#DD 941620
Bonded thru
Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

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BROWARD COUNTY COMMISSION
DEPUTY CLERK 1037
#2, 126 Pages

FIRST AMENDMENT TO LOAN AGREEMENT

THIS FIRST AMENDMENT TO LOAN AGREEMENT is made and entered into as of the 8th day of February, 20~~10~~11, by and between the City of Dania Beach, Florida, a municipal corporation under the laws of the State of Florida, whose post office address is 100 West Dania Beach Boulevard, Dania Beach, Florida ~~33304~~ 33004, and the Dania Beach Community Redevelopment Agency, or its successor, a public body corporate and politic ("Borrowers"), whose post office address is 100 West Dania Beach Boulevard, Dania Beach, Florida ~~33304~~ 33004, and Broward County, Florida (the "Lender"), a political subdivision of the State of Florida, whose post office address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301.

RECITALS

A. Borrowers have submitted documentation to obtain County funding through the Broward County Redevelopment Capital Program ~~for funds~~ for a portion of a parking structure or garage, in support of private redevelopment, adjacent to the Dania Beach City Hall and Library. The documentation supports funding for 190 spaces of the parking garage structure, which spaces are in excess of the 250 spaces for Library and City Hall uses, and which are expected to spur private redevelopment and are at an actual cost of Two Million Five Hundred Ninety Thousand Nine Hundred Nine and no/100 Dollars ($2,590,909.00) (based on the projected cost of Thirteen Thousand Six Hundred Thirty-six and 36/100 Dollars ($13,636.36) per space). The Lender has agreed to make a Two Million Five Hundred Ninety Thousand Nine Hundred Nine and no/100 Dollars ($2,590,909.00) loan ("the Parking Garage Loan" or the "Loan") to the Borrowers, which Loan shall be evidenced by a Promissory Note (the "Note") from

Approved BCC 2/8/11 #34
Submitted By Planning + Dev. Div.
RETURN TO DOCUMENT CONTROL

N/C

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FIRST AMENDMENT TO LOAN AGREEMENT

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RECITALS

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Borrowers in favor of Lender.

B. Lender is willing to provide such Loan to Borrowers upon the terms and subject to the conditions set forth in the Dania Beach Interlocal Agreement, as amended ~~by the Fourth Amendment~~, which ~~Fourth Amendment is~~ Interlocal Agreement and Amendments are attached hereto and made a part hereof as Exhibit "A," and the conditions hereinafter set forth.

C. Lender is willing to provide such Loan to Borrowers upon the condition that the proceeds shall be used by Borrowers solely for the 190 spaces of the parking garage structure, in excess of the 250 spaces required for Library and City Hall uses, and as further provided and defined in the Fourth Amendment and Fifth Amendment to the Dania Beach Interlocal Agreement.

D. Borrowers and Lender, pursuant to the Fifth Amendment to the Dania Beach Interlocal Agreement, have further agreed to include and clarify how the original Loan can convert to a grant(s), in whole or in part, in the event that the County's share of the expected revenue generated by the net increase in the tax base from specific private redevelopment project(s) is less than the original loan amount, due to either partial completion of a specific private redevelopment project(s), or completion of a specific private redevelopment project(s) that does not generate expected County revenue equal to the full amount of the original Loan. Borrowers shall make formal request to the Lender for a loan-to-grant conversion(s) and provide sufficient documentation to support a loan-to-grant conversion(s).

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter set forth, the parties hereto do hereby agree as

follows:

1. Recitals. The Recitals hereinabove contained are true and correct and are made a part hereof.

2. Loan. The Loan shall be evidenced by a Promissory Note (the "Note"), in the form attached hereto as Exhibit "B." The Note shall be funded in one lump sum and shall evidence the Loan. The proceeds of the Loan shall be used by Borrowers solely for the actual costs of or the reimbursement thereof, the 190 spaces of the parking garage structure in excess of the 250 spaces required for Library and City Hall uses, in the amount of Two Million Five Hundred Ninety Thousand Nine Hundred Nine and no/100 Dollars ($2,590,909.00), as provided for in Exhibit "A" attached hereto.

Lender shall provide a grant on the Parking Garage Loan up to the amount of the original Parking Garage Loan if both of the following conditions are met: 1) the Parking Garage is completed within five (5) years from the ~~e~~Effective ~~d~~Date of the Fourth Amendment to the Dania Beach Interlocal Agreement, or such lesser timeframe if any, provided in the Library Agreement (it being acknowledged that completion of the parking garage has already occurred), and 2) the City/CRA demonstrates that the County's share of the revenue generated by the net increase in the tax base due to specific private redevelopment projects within the Dania Beach RCP Redevelopment Area boundaries over twenty (20) years (measured from the effective date of the First Amendment to the Dania Beach Interlocal Agreement, dated February 21, 2006) is expected to equal or exceed the amount of the original Parking Garage Loan. If conditions 1) and 2) above are met, the Parking Garage Loan shall convert to a grant through formal request by the Borrowers in accordance with the terms outlined in

Exhibit "A" attached hereto.

If condition 1) in the above paragraph and pursuant to Exhibit "A" is met, but with respect to condition 2) referenced, the County's share of the revenue generated by the net increase in the tax base due to specific private redevelopment project(s) is expected to be less than the full amount of the original Loan due to either completion of only a portion of said project(s), or completion of a specific private redevelopment project(s) that does not generate expected County revenue equal to the full amount of the original Loan, a "partial" loan-to-grant conversion may take place for an amount that is expected to equal the County's share of the revenue generated by the net increase in the tax base due to said completed portions of project(s).

If a "partial" loan-to-grant conversion(s) takes place, the resulting amended loan amount will be the difference between the full amount of the original Loan and the partial loan amount(s) converted to a grant(s). A loan-to-grant conversion for the full amount of the original Loan also may occur with one payment, at the time of completion of the private redevelopment project(s), with appropriate Certificate of Occupancy documentation. "Full" or partial" loan-to-grant conversion(s) of the original Loan may also occur at any time during the term of the original Loan. However, if any loan-to-grant conversion(s) occurs after the 5-year interest-free period and repayment has begun, as defined in Section 3 hereinbelow, the amount available for conversion to a grant(s) is the outstanding loan balance (defined as the original Loan less any conversions and repayments) at the time of conversion, and interest accrued to that date shall be paid to the County. All interest paid shall be retained by County.

3. Principal/Interest on the Loan. No payments of interest on or principal of

the Loan, or amendments thereof, shall be due within the first five (5) years from the ~~e~~Effective ~~d~~Date of ~~this~~ the original Loan Agreement, dated September 28, 2010. In the event that the original Loan, or amended Loan, does not convert to a grant, because the conditions stated in Section 2 hereinabove have not been met, the Parking Garage Loan shall be repaid to the ~~Redevelopment Capital Program~~ Lender by the Borrowers over a fifteen (15) year period commencing at the end of the initial five (5) year interest-free period, with the interest rate at the Municipal Market Data MMD "A" revenue bond rate as in effect at the time repayment begins. In this case, the maturity date shall be twenty (20) years or less from the ~~e~~Effective ~~d~~Date of ~~this~~ the original Loan Agreement. In no event shall the term of the original or amended Loan exceed twenty (20) years: five (5) years interest- free, and up to fifteen (15) years at the MMD "A" revenue bond rate. One payment of principal and interest shall be made on or before September 30th of each year of the fifteen (15) year period, commencing September 30, 2016. An equal amount of principal, plus the interest accrued for the year, shall become payable on each September 30, commencing September 30, 2016.

4. Defaults and Remedies. The occurrence of any one or more of the following events shall constitute an event of default:

i. The proceeds of the Loan, as amended, in whole or any part thereof, are not used by Borrowers for the specific purpose stated herein and in accordance with the terms of Exhibit "A" hereto.

ii. Any representation or warranty made by the Borrowers in connection with the making of the Loan, as amended, by the Lender shall prove to be false or misleading in any material respect.

iii. Failure to pay the amounts due under the Note, which failure shall continue for a period of ten (10) days after notice thereof is provided to Borrowers.

iv. Entry of a final judgment against Borrowers or their agents which materially adversely affects the financial condition of the Borrowers and remains unsatisfied after thirty (30) days of the same becoming final, or the institution of any litigation against Borrowers or its agents which contests the validity of the ~~Fourth Amendment~~ Dania Beach Interlocal Agreement, as amended, this Loan Agreement, as amended, or the Promissory Note that is not dismissed or otherwise resolved within ninety (90) days thereafter.

5. Remedies Upon Default. Should any one or more defaults occur or exist, Lender shall in addition to such rights available to Lender pursuant to the terms of Exhibit "A," to wit: the Dania Beach Interlocal Agreement, as amended ~~by the Fourth Amendment thereto~~, have the right to accelerate the maturity of the entire principal balance due under the Note and shall have the right, upon ten (10) days written notice, to enforce collection of the entire indebtedness evidenced by the Note including interest, cost and fees by and through any of the remedies herein contained, or by and through any remedies afforded and permitted under the Note, the Uniform Commercial Code, or the laws of the State of Florida. Failure to declare a default, or a failure or withholding of any action to enforce collection of its obligation by virtue of such default, shall not constitute a waiver of any such event of default on the part of Lender. Any waiver by Lender of an event of default shall not be construed and shall not constitute a waiver of

any other or subsequent event of default, it being understood that each event of default shall be and constitute a separate and independent event or act of default, for which Lender may accelerate the indebtedness of Borrowers and, at its election and option, proceed to enforce collection thereof.

All remedies and enforcement rights of the Lender shall be cumulative, and may be pursued separately or together as against the Borrowers, and Lender may resort to any one or more of the remedies afforded under this Loan Agreement, as amended, the Note, the Uniform Commercial Code of Florida, or under the laws of Florida, neither to the exclusion of the other.

6. Agreement to Pay Attorneys' Fees and Expenses. In the event the Borrowers shall default under any of the provisions of this Loan Agreement, as amended, and the Lender should employ attorneys or incur other expenses for the collection of the payments due under this Loan Agreement, as amended, or the enforcement of performance or observance of any obligation or agreement on the part of the Borrowers herein contained, the Borrowers agree to pay to the Lender the reasonable fees and expenses of such attorneys and such other expenses so incurred by the Lender.

7. Miscellaneous.

(a) Effective Date: Effective date of this First Amendment to Loan Agreement shall mean the date upon which the last party to this First Amendment to Loan Agreement has executed same in accordance with the formalities imposed upon such entity required by Florida law.

(b) Notices. Notices shall be given by each party at the addresses set forth

below and shall be deemed to have been sufficiently given or served for all purposes of the same as follows: All notices required to be given by mail will be given by first class, registered or certified mail postage prepaid, return receipt requested, or by private courier service which provides evidence of delivery, or sent by facsimile which produces evidence of transmission, confirmed by first class mail, postage prepaid, and in each case shall be deemed to have been given on the date evidenced by the postal or courier receipt or other written evidence of delivery or electronic transmission, addressed in the manner aforesaid. Any party may, by providing notice in the manner set forth in this section, change its address for purposes of this section.

FOR COUNTY:	County Administrator Broward County Governmental Center 115 S. Andrews Avenue Fort Lauderdale, FL 33301
With a copy to:	Environmental Protection and Growth Management Department Room 329B, Broward County Governmental Center 115 South Andrews Avenue Fort Lauderdale, FL 33301
FOR CITY:	City Manager City of Dania Beach 100 West Dania Beach Boulevard Dania Beach, FL 33004
With a copy to:	City Clerk City of Dania Beach 100 West Dania Beach Boulevard Dania Beach, FL 33004
FOR CRA:	Dania Beach Community Redevelopment Agency Executive Director City of Dania Beach

100 West Dania Beach Boulevard
Dania Beach, FL 33004

(c) Severability. If any provision of this Loan Agreement, as amended, shall be held or deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative, or unenforceable to any extent whatsoever.

(d) Execution of Counterparts. This Loan Agreement, as amended, may be executed in several counterparts each of which shall be an original and all of which shall constitute but one and the same instrument.

(e) Governing Law. This Loan Agreement, as amended, shall be governed exclusively by and construed in accordance with the applicable laws of the State of Florida. The venue for any proceeding hereunder shall be accorded appropriate jurisdiction in Broward County, Florida.

(f) This Loan Agreement, as amended, shall be binding upon, and shall inure to the benefit of, the respective successors and assigns of the parties hereto.

8. Waiver of Jury Trial

Borrowers and Lender hereby knowingly, irrevocably, voluntarily and intentionally waive any right to a trial by jury in respect of any action, proceeding, defense or counterclaim based on this Loan Agreement, as amended, or arising out of, under or in connection with this Loan Agreement, as amended, the Note, or any other security document, or any course of conduct, course of dealing, statements (whether verbal or

written) or actions of any party hereto or to any security document. This provision is a material inducement for Borrowers and Lender entering into the subject transaction.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment to Loan Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 8th day of February, 2011; the CITY OF DANIA BEACH, signing by and through its City Manager, duly authorized to execute same, and the DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY, signing by and through its Chair, duly authorized to execute same.

COUNTY

LENDER

ATTEST:

for County Administrator and
Ex-Officio Clerk of the
Board of County Commissioners
of Broward County, Florida

COUNTY COMMISSIONERS
CREATED
OCT. 1ST
1915
BROWARD COUNTY FLORIDA

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

By _____
Mayor

22nd day of February, 2011

Approved as to form by
Office of County Attorney
Broward County, Florida
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By _____
Carl L. Kitchner
Assistant County Attorney

26th day of January, 2011

FIRST AMENDMENT TO LOAN AGREEMENT AMONG BROWARD COUNTY, CITY OF DANIA BEACH AND DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY

CITY OF DANIA BEACH

BORROWERS

ATTEST:

Louise Stilson

Louise Stilson, CMC, City Clerk

CITY OF DANIA BEACH, through its

By Robert Baldwin /cd

Robert Baldwin, City Manager

25 day of January, 2011

Approved as to form:

By

Thomas J. Ansbro, City Attorney

25th day of January, 2011

FIRST AMENDMENT TO LOAN AGREEMENT AMONG BROWARD COUNTY, CITY OF DANIA BEACH AND DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY

DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY

BORROWERS

WITNESSES:

Louise Stilson

Louise Stilson, City Clerk

Thomas J. Ansbro

DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY

By _____
C. K. McElyea, Chairman

25th day of January, 2011

DANIA BEACH
COMMUNITY REDEVELOPMENT AGENCY

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COMMUNITY REDEVELOPMENT AGENCY

DANIA BEACH

EXHIBIT "A"

Dania Beach Interlocal Agreement and Amendments

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL AGREEMENT (the "Agreement"), made this 20th day of April, 2004, by and between the following:

Broward County, Florida
a political subdivision of the State of Florida
(the "County"),

and

City of Dania Beach, Florida, a municipal corporation under the laws of the State of Florida (the "City")

and

the Dania Beach Community Redevelopment Agency, or its successor, a public body corporate and politic (the "CRA").

WHEREAS, the Board of County Commissioners of Broward County, Florida (the "Board"), adopted Resolution No. 2002-275 on March 19, 2002, which, among other things, acknowledged that a slum or blighted area exists in a geographic area (the "Redevelopment Area"), as described by the City of Dania Beach in its Finding of Necessity for Redevelopment, the criteria of which presented by the City, in the aggregate, demonstrated that it is necessary and appropriate to redevelop such Redevelopment Area in accordance with the provisions of Part III of Chapter 163, Florida Statutes (the "Act"), as amended; and

WHEREAS, pursuant to the Resolution of the County, the Board delegated to the City Commission of the City of Dania Beach, Florida (the "City Commission") the authority to exercise the redevelopment powers conferred upon the Board within the Redevelopment Area in accordance with the Act, to enable the City Commission to declare the need for,

create and delegate power to a community redevelopment agency ("CRA") and to prepare and adopt a plan of redevelopment for final approval by the Board; and

WHEREAS, the City Commission accepted a delegation of powers from the Board, found a need for, and created the CRA, granted the CRA the power to exercise those powers permitted by the Act which were delegated by the Board to the City and directed the preparation and adoption of a community redevelopment plan (the "Plan"); and

WHEREAS, the County desires to delegate to the City Commission the remaining powers necessary to implement the proposed Plan to be submitted pursuant to the Act, except those powers specifically retained by the County; and

WHEREAS, contemporaneously with this Agreement, the County has adopted Resolution No. (attached hereto and made a part hereof), which Resolution approves the City's Plan and delegates to the City Commission the remaining powers necessary to implement the Plan, except those powers specifically retained by the County pursuant to the Act (a boundary change; an extension to the term of the Plan involving the continuing contribution by the taxing authorities beyond plan adoption; and a change to the adopted plan of such magnitude as would require a county or municipal land use plan amendment); and

WHEREAS, on February 10, 2004, the County adopted Resolution No. 2004-76, which creates a funding program known as the Redevelopment Capital Program for funding of redevelopment initiatives in Broward County; and

WHEREAS, the County, the City and the CRA have agreed that the County method of investment in any redevelopment activities proposed by the City and/or the CRA shall be redicated upon other investment strategies in lieu of County tax increment financing; and

WHEREAS, on March 19, 2002, the County adopted Resolution No. 2002-275 pursuant to which the County, the City and the CRA were required to enter into an agreement of understanding to wit: Interlocal Cooperation Agreement (the "Agreement") to delineate their areas of responsibility with respect to the redevelopment of the Redevelopment Area and the proposed CRA's obligations and responsibilities to each taxing authority; and

WHEREAS, there shall be established for the CRA created under the Act, a redevelopment trust fund (the "Fund"); and

WHEREAS, the boundaries identified for the Redevelopment Area are within the corporate limits of the City.

WITNESSETH, that for and in consideration of the mutual covenants and agreements contained herein, the County, the City and the CRA agree as follows:

1.0 COUNTY INVESTMENT IN DANIA BEACH CRA

1.1 The City and the CRA hereby agree to comply with all the terms, requirements and conditions of Broward County Resolution No. 2004-76, which creates the funding program known as the Redevelopment Capital Program.

1.2 The City, the CRA and the County hereby agree that any redevelopment activities proposed by the City and/or the CRA, during the term of this Agreement and any amendments thereto, pursuant to an adopted Community Redevelopment Plan approved by the Board, shall be implemented pursuant to the requirements of the Redevelopment Capital Program.

1.3 The City, the CRA and the County hereby agree that funding for any redevelopment activities proposed by the City and/or the CRA, during the term of this Agreement and any amendments thereto, pursuant to an adopted Community Redevelopment Plan approved by the Board, shall be funded through annual non ad valorem appropriations pursuant to the requirements of the Redevelopment Capital Program.

1.4 The City, either directly or through the CRA, will establish and maintain a Redevelopment Trust Fund, as required by applicable law.

1.5 The annual funding of the Redevelopment Trust Fund shall not include any contribution from the County, until such time as the terms and conditions of said contribution are described specifically by and between the City, the CRA and the County, and negotiated and memorialized in an amendment to this Agreement specific to proposed community redevelopment project(s).

1.6 The County shall consider investing in eligible activities/projects, upon submittal of an application by the City and/or the CRA, or the County, based upon the extent to which the activity/project achieves a variety of criteria that includes the following: provides for a net increase to the tax base; furtherance of one or more of County Challenge Goals in effect at the time of an amendment(s) to this Agreement, as appropriate; has been demonstrated to be financially feasible in a market study; includes a financial contribution from non-County sources; and removes slum and blight conditions.

1.7 The County method of investment in any redevelopment activities proposed by the City and/or the CRA shall be predicated upon other investment strategies in lieu of County tax increment financing.

1.8 The County shall determine the total County investment amount for each project, taking into consideration the amount of funds available through the Redevelopment Capital Program consistent with Resolution No. 2004-76.

1.9 During the term of this Agreement or any amended term of this Agreement, the City and the CRA shall provide the County an annual audit and annual report as required by Sec. 163.387(8) and 163.356(3), Fla. Statutes. The City and the CRA shall include a comparison of Plan goals, objectives, and policies to annual program accomplishments and an analysis comparing current tax base to the base year, in addition to the statutorily required financial statements.

1.10 During the term of this Agreement or any amended term of this Agreement, the City and the CRA shall provide the County on an annual basis, as required by Sec. 163.356(3)(c), Fla. Statutes, to effectively demonstrate accountability for the resources, an activity report. The activity report in a format approved by the County, must include both expenditures for the current fiscal year and cumulative financial information for each individual project or activity undertaken pursuant to the community redevelopment plan. Specific details of the reporting shall be part of the terms and conditions of any amendment to this Agreement.

.0 <u>TERM OF CRA</u>

2.1 The term of the CRA for purposes of completing all community redevelopment projects shall be no later than 40 years after the fiscal year in which the Community Redevelopment Plan is approved. The City reserves the right to reduce the term of the CRA to a shorter period after the term of this Agreement or any extensions to the Agreement have expired and provided that all indebtedness, in whatever form agreed to, and other contractual obligations involving County funds have been satisfied. The City will notify the County of same pursuant to Paragraph 4.5 of this Agreement.

2.2 During the term of the CRA, the County method of investment in any redevelopment activities proposed by the CRA and/or the City shall be subject to the terms and conditions of the within Agreement and any amendments thereto.

3.0 TERM OF AGREEMENT

The term of this Agreement will be five (5) years from the Effective Date herein. The basis for any amendment(s) and extension(s) to the term of this Agreement shall be the submission(s) by the City and the CRA to the County of a proposed community redevelopment project(s) within the term of this Agreement and the successful negotiations by and between the City, the CRA and the County pertaining to same.

3.1 Any amended term will commence upon the time of approval by the County of the proposed community redevelopment project(s) and execution of an amended Agreement by and between the City, the CRA and the County reflecting same. The City, the CRA and County agree that any and all

amendments to this Agreement will include an implementation schedule and critical timeline for all proposed community redevelopment project(s).

3.2 This Agreement is non-terminable and non-cancelable during its term and any amendments thereto, except as provided in Section 4.7 herein.

3.3 The Parties covenant and agree that this Agreement provides a unique opportunity for the County, the City and the CRA to engage in a long-term relationship to promote the health, safety and welfare of the citizens and residents of Broward County and to provide a mechanism of financing and project development which requires solemnity and continuation. In that regard, the Parties further covenant and agree that this Agreement shall not be terminable or cancelable during its term unless and until a court of competent jurisdiction determines, as a matter of law, that this Agreement is not enforceable or valid.

4.0 MISCELLANEOUS

4.1 Joint Preparation: The preparation of this Agreement has been a joint effort of the Parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

4.2 Merger: This Agreement incorporates and includes all prior negotiations, correspondence, agreements or understandings applicable to the matter contained herein; and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties

agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no change, amendment, alteration or modification in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith by all Parties to this Agreement.

4.3 Assignment: The respective obligations of the Parties set forth in this Agreement shall not be assigned, in whole or in part, without the written consent of the other party.

4.4 Recordation/Filing: The County Administrator as the Ex-Officio Clerk of the Broward County Board of County Commissioners is hereby authorized and directed after approval of the Agreement by the governing body of the City and the County and the execution thereof by the duly qualified and authorized officers of each of the Parties hereto to file this Agreement with the Clerk of Broward County, Florida, as required by Section 163.01(11), Florida Statutes.

4.5 Notices: Whenever either party desires to give notice to the other, such notice must be in writing and sent by United States mail, return receipt requested, courier evidenced by a delivery receipt, facsimile evidenced by a delivery receipt, or by an overnight express delivery service evidenced by a delivery receipt, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this

paragraph. For the present, the Parties designate the following as the respective places for giving of notice. Notice shall be effective upon delivery as evidenced by a delivery receipt.

FOR COUNTY: County Administrator
Broward County Governmental Center
115 S. Andrews Avenue
Fort Lauderdale, Florida 33301

With a copy to: Broward County Attorney's Office
Suite 423, Governmental Center
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

FOR CITY: Ivan Pato
City Manager
City of Dania Beach
100 West Dania Beach Boulevard
Dania Beach, FL 33004

With a copy to: City Clerk
City of Dania Beach
100 West Dania Beach Boulevard
Dania Beach, FL 33004

FOR CRA: City Clerk
City of Dania Beach
100 West Dania Beach Boulevard
Dania Beach, FL 33004

4.6 Governing Law and Venue: This Agreement shall be governed, construed and controlled according to the laws of the State of Florida without regard to its conflict of laws provision. Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.

4.7 Severability: In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue

to be effective unless the City and/or the CRA or the County elect to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) calendar days after the court's determination becomes final. For the purposes of this section, "final" shall mean the expiration of time within which to file an appeal or the conclusion of any appellate proceeding and the granting of an order. In such event, the Parties agree to cooperate fully with the other to effectuate a smooth transition of services.

4.8 Amendments: Except as expressly authorized in this Agreement, 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 Parties.

4.9 Third Party Beneficiaries: Neither City, County nor CRA intend that any person shall have cause of action against either of them as a third party beneficiary under this Agreement. Therefore, the Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement. The Parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

4.10 Nondiscrimination: The decision of the Parties hereto regarding the delivery of services under this Agreement shall be made without regard to or

consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16½), national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

4.11 Gender: Whenever any words are use in this Agreement in the masculine gender, they shall be construed as though they were also used in the feminine or neuter gender in all situations where they would so apply, and whenever any words are used in this Agreement in the singular form, they shall be construed as though they were also used in the plural form in all situations where they would so apply.

4.12 The Parties shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16½) in performing any services pursuant to this Agreement.

4.13 The parties agree that an extraordinary majority vote (4/5) vote of the Dania City Commission and the CRA, as applicable, shall be required in order to institute any eminent domain proceeding or to acquire any property exceeding the appraised value within the Community Redevelopment area.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 20th day of April, 2004; and the CITY OF DANIA BEACH, signing by and through its Mayor, duly authorized to execute same and the DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY, signing by and through its Chair, duly authorized to execute same.

COUNTY

ATTEST:

County Administrator and
Ex-Officio Clerk of the
Board of County Commissioners
of Broward County, Florida

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

By _____
Mayor

20th day of April, 2004

Approved as to form by
Office of County Attorney
Broward County, Florida
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By _____
Carl L. Kitchner
Assistant County Attorney

9th day of April, 2004

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY, CITY OF DANIA BEACH AND DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY

CITY OF DANIA BEACH

ATTEST:

Louise Stilson
City Clerk

DANIA BEACH, through its

By _____
Mayor-Commissioner

15th day of April, 2004

Approved as to form:

By _____
City Attorney

15th day of April, 2004

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY, CITY OF DANIA BEACH AND DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY

COMMUNITY REDEVELOPMENT AGENCY

WITNESSES:

Lorie Stilson

Miriam Mazzei

DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY

By _____
Chairperson – Charles McElyea

15th day of April, 2004

Approved as to form:

By _____
Thomas J. Ansbro

Community Redevelopment Agency Attorney

15th day of April, 2004

FIRST AMENDMENT TO DANIA BEACH INTERLOCAL AGREEMENT

This is a First Amendment to the Dania Beach Interlocal Agreement ("First Amendment"), made this 21st day of February, 2006, by and between the following:

Broward County, Florida
a political subdivision of the State of Florida
(the "County"),

and

City of Dania Beach, Florida, a municipal
corporation under the laws of the State of
Florida (the "City"),

and

The Dania Beach Community Redevelopment
Agency, or its successor, a public body
Corporate and politic (the "CRA").

WHEREAS, on April 20, 2004, County, the City and the CRA entered into an Interlocal Agreement ("Dania Beach Interlocal Agreement") pursuant to which it was agreed that the County method of investment in any redevelopment activities proposed by the City and/or the CRA, during the term of the Interlocal Agreement and any amendments thereto, and pursuant to the adopted Dania Beach Community Redevelopment Plan, would be implemented pursuant to the requirements and criteria of the funding program, established by the County, known as the Redevelopment Capital Program ("RCP"); and

WHEREAS, pursuant to the Interlocal Agreement, the basis of any amendment and extension to the term of the Interlocal Agreement would be the submission by the City and/or the CRA to the County, of a proposed community redevelopment project(s) within the term of the Interlocal Agreement and the successful negotiations by and between the City, the CRA and the County pertaining to same; and

WHEREAS, pursuant to the Interlocal Agreement, the basis of any amendment will include an implementation schedule and critical path timeline for the proposed community redevelopment project(s); and

WHEREAS, on February 14, 2006, the Dania Beach City Commission, for purposes of Redevelopment Capital Program funding consideration, with respect to projects located outside of the CRA boundaries, but close enough to the CRA, such that the development would further both the Dania Beach CRA Plan and the Redevelopment

Capital Program, approved the inclusion of properties located between the eastern boundary of the CRA and the Modello Project, which is included, (the "additional properties") as shown in the map attached hereto as Exhibit "A," and further, approved a Redevelopment Plan for the Additional Properties; and

WHEREAS, the County, the City, and the CRA acknowledge and agree that these additional properties, as defined herein above, are not included in the Dania Beach Community Redevelopment Area, established pursuant to Chapter 163, Part III, but rather that the combined Community Redevelopment Area, as defined in the Dania Beach Interlocal Agreement, and these additional properties shall be distinguished from the Community Redevelopment Area and shall be known as the Dania Beach RCP Redevelopment Area; and

WHEREAS, the City and/or the CRA have now identified infrastructure improvements, as described in Exhibit "B" attached hereto, necessary for redevelopment within the Dania Beach RCP Redevelopment Area; and

WHEREAS, the City and/or the CRA have now submitted an Application pursuant to the requirements of the Redevelopment Capital Program; and

WHEREAS, the County has reviewed the Application, based upon the established criteria of the Redevelopment Capital Program and has determined that eligible projects exist within the parameters of the Redevelopment Capital Program, as set forth in Section 1.6 of the Interlocal Agreement, and based upon the successful negotiations by and between the City, the CRA and the County pertaining to same; and

WITNESSETH, that for and in consideration of the mutual covenants and agreement contained herein, the County, the City and the CRA agree as follows:

1. That the properties located between the eastern boundary of the CRA and the Modello Project, which is included, are not part of the Dania Beach Community Redevelopment area established pursuant to Chapter 163, Part III, Florida Statutes, the Community Redevelopment Act of 1969, as amended, but rather the combined Community Redevelopment Area, as defined in the Dania Beach Interlocal Agreement, and these additional properties shall be distinguished from the Community Redevelopment Area and shall be known as the Dania Beach RCP Redevelopment Area.

2. That the delegation of powers by the County to the City pursuant to Chapter 163.330, et seq., Florida Statutes, the Community Redevelopment Act of 1969, as amended, and pursuant to the County Resolution No. 2004-423 does not apply to these additional properties.

3. That these additional properties while part of the Dania Beach RCP Redevelopment Area, are subject to the requirements of the Redevelopment Capital Program for non-CRA areas, including, but not limited to, reporting

requirements and maintaining a separate accounting for monies received from the County.

4. The truth and accuracy of each "WHEREAS" clause set forth above is acknowledged by the parties and the recitals contained are incorporated herein.

5. Section 1.4 of the Dania Beach Interlocal Agreement is hereby amended to read as follows:

   1.4 The City, either directly or through the CRA, will establish and maintain a Redevelopment Trust Fund, as required by applicable law. The City, either directly or through the CRA, must maintain a separate accounting for monies received from the County pursuant to the terms herein.

6. Section 1.8 of the Dania Beach Interlocal Agreement is hereby amended to read as follows:

   1.8 The County shall determine the total County investment amount for each project, taking into consideration the amount of funds available through the Redevelopment Capital Program consistent with Resolution No. 2004-76. As such, County funding shall not exceed the sum of Six Million Three Hundred Forty-five Thousand Eight Hundred Sixty-six Dollars ($6,345,866), and can be used only for the stated purposes herein, as shown in Exhibit "B" attached hereto, which are necessary for redevelopment within the Dania Beach RCP Redevelopment Area.

7. A new Section 4 of the Dania Beach Interlocal Agreement is hereby created as follows:

   4.0 <u>COUNTY FUNDING OF THE PROPOSED INFRASTRUCTURE IMPROVEMENTS</u>

   4.1 The County will participate with the City and/or the CRA in funding the infrastructure improvements described in Exhibit "B" attached hereto, which are necessary to the successful commencement and completion of redevelopment within the Dania Beach RCP Redevelopment Area.

   4.2 County investment will be exercised only after submission by the City and/or CRA to the County of an implementation schedule and critical path timeline for the proposed infrastructure improvements, shown in Exhibit "B," and other public and private community redevelopment project(s).

   4.3 County will lend up to 100% of the cost of each infrastructure improvement, in accordance with the Redevelopment Capital

Program guidelines, and based on the costs shown in Exhibit "B," as further set forth in this Agreement.

4.4 County loan(s) shall not be made without sufficient documentation (e.g. permits and contracts) that evidences when the infrastructure improvement(s) will commence.

4.5 No payments of interest or principal shall be due within the first five (5) years of the loan(s).

4.6 If all infrastructure improvements do not commence simultaneously, then multiple County loans may be made and the five-year interest-free period will be based on the date each loan was made.

4.7 The County shall provide a grant up to the amount of the original infrastructure loan(s) if both of the following conditions are met: 1) all infrastructure improvements are completed within five (5) years from the effective date of this First Amendment, and 2) the City/CRA demonstrates that the County's share of the revenue generated by the net increase in the tax base within the Dania Beach RCP Redevelopment Area boundaries over 20 years (measured from the effective date of this First Amendment) due to specific private redevelopment project(s) is expected to equal or exceed the amount of the original infrastructure loan(s).

4.7.1 If conditions 1) and 2) of Section 4.7 are met, the infrastructure loan(s) shall convert to a grant(s), through formal request by the City/CRA, as follows: 1) one-third of the amount of the loan(s) or one-third of the County's share of the revenue generated by the expected net increase in the tax base due to specific private redevelopment project(s), whichever is less, will convert to a grant(s) at the time of the approval of the requisite permitting for the private redevelopment project(s), and appropriate documentation of completion of the specific infrastructure improvement(s) shown in Exhibit "B"; 2) an additional one-third of the amount of the loan(s) or one-third of the County's share of the revenue generated by the expected net increase in the tax base due to specific private redevelopment project(s), whichever is less, will convert to grant(s) at the time when the City/CRA provides documentation to the County that 50% of the total project floors are erected; and, 3) the remaining one-third of the amount of the loan(s) or one-third of the County's share of the revenue generated by the expected net increase in the tax base due to specific private redevelopment project(s), whichever is less, will convert to a

grant(s) at the time of the completion of the private redevelopment project(s) evidenced by the issuance of all applicable Certificates of Occupancy.

4.8 If conditions 1) and 2) of Section 4.7 herein are not met, the infrastructure loan(s) must be repaid to the Redevelopment Capital Program by the City or CRA over a 15-year period commencing at the end of the initial 5-year interest-free period, as provided by Section 4.5 herein, with interest at the Municipal Market Data (MMD) "A" revenue bond rate as in effect at the time repayment begins. In no event shall the term of the loan(s) exceed twenty (20) years: five years interest free, and up to 15 years at the MMD "A" revenue bond rate.

4.9 The City/CRA and the County agree that certain portions of the infrastructure improvement projects shown in Exhibit "B" do not only increase capacity for redevelopment but also upgrade existing service. Specifically, the City/CRA and the County agree that the Sewer Project, shown in Exhibit "B," increases capacity by 33% and therefore only 33% of the cost of the Sewer Project ($160,642) is eligible for a loan under the terms of this Agreement.

4.10 In no event shall the total amount of County loan(s) for infrastructure improvements described in Exhibit "B" exceed $6,345,866 ($5,130,318 for water, $160,642 for sewer, and $1,054,906 for stormwater). If the actual cost(s) of these infrastructure improvement(s) is less than $6,345,866, then the total amount of the loan(s) for the infrastructure improvement(s) cannot exceed the actual cost(s).

4.11 In no event shall the total grant(s) for the infrastructure improvements shown in Exhibit "B" exceed the total amount of the loans described in Section 4.10.

4.12 The calculation of the net increase in the tax base over 20 years, which is Condition 2 of Section 4.7 herein, is as follows:

4.12.1 The net present value of the County's share of the revenue generated by the net increase in the tax base from a specific private redevelopment project shall be calculated based on the following parameters:

Estimated Project Value: Project Cost (Land & Improvements)

Property Assessment Rate: 85% of Project Cost

Collection Rate:	95%
Property Appreciation Rate:	4%
Payback Term:	20 Years
County Millage:	Effective County Millage at the time of grant consideration.
Discount Rate:	The interest rate from the table of "A" General Obligation yields produced by "Municipal Market Data" and published in the Bond Buyer for the 20-year maturity in the proposed project financing or funding plan. The actual rate used shall be the interest rate published within five (5) days prior to the date of submittal of the request for grant funds by the City/CRA to the County.

4.12.2 The net increase in the tax base is the difference between the assessed (85%) value of the specific redevelopment project including land and improvements, and the taxable value of the existing property including land and improvements. If a property was acquired by the County, the City or the CRA for the purpose of redevelopment, within the last 4 years, the taxable value will be the latest available taxable value increased annually by the growth in the tax base within the RCP Redevelopment Area.

8. Section 5 of the Dania Beach Interlocal Agreement is hereby created as follows:

5.0 <u>CITY/COUNTY COORDINATION</u>

A. <u>Redevelopment Area Coordinator</u>

5.1 The County Administrator, or designee, shall designate a redevelopment area coordinator (the "Redevelopment Area Coordinator") for Redevelopment Capital Program funding of projects in the Dania Beach RCP Redevelopment Area.

5.2 The Redevelopment Area Coordinator shall serve as the County's liaison to the City/CRA for the use of the Redevelopment Capital Program in the redevelopment of the Dania Beach RCP Redevelopment Area.

5.3 The Redevelopment Area Coordinator shall be the County's representative for the projects carried out pursuant to the Agreement and shall be the designated person to receive all data and reports required herein.

B. Project Management, Administration And Coordination

5.4 The City/CRA shall be responsible for implementing and conforming to the redevelopment projects including developing and implementing proposals for indebtedness and bond financing, acquisition, disposition and relocation activities, eminent domain activities, coordination and implementation of the design and construction necessary to support the redevelopment of the subject area.

5.5 The City/CRA shall consider any reasonable request for information or documentation from the County with respect to implementing any plan of action related to the redevelopment project(s). The critical path timeline and implementation schedule shall be updated when a request for County funding is submitted, as well as annually beginning one year from the date of execution of this First Amendment, and copies shall be delivered to the Redevelopment Area Coordinator.

5.6 The Redevelopment Area Coordinator shall receive from the City/CRA advance notice of all public meetings related to redevelopment projects pursuant to this Agreement and, on a regular basis, provide information regarding the progress of the design and construction of such projects.

5.7 The City/CRA shall consult regularly with the Redevelopment Area Coordinator in order to keep the County reasonably informed throughout the planning, design and construction of such redevelopment projects.

C. City/CRA Reporting Requirements

The following Section through Section D Records on page 8 of this First Amendment amends and supersedes Sections 1.9 and 1.10 of the Dania Beach Interlocal Agreement:

5.8 During the term of this Agreement or any amended term thereof, the City/CRA shall provide to the County, by March 31st of each year, an annual independent audit by a Certified Public Accounting firm and report of activities, in furtherance of Sections 163.356(3)

and 163.387(8), Florida Statutes. The audit and report shall include a complete financial report of the City's and CRA's redevelopment project(s) relevant to the within Agreement for the preceding fiscal year; a complete financial statement setting forth the City's and CRA's assets, liabilities, income and operating expenses as of the end of such fiscal year for the redevelopment project(s) relevant to the within Agreement; and evidence of the maintenance of a separate account/fund for monies received from the County, including the sources and uses of funds for the redevelopment project(s) relevant to the within Agreement. The County shall review the audit and if it deems necessary, for purposes of being fiscally responsible to all County residents, shall have the ability to cause another independent audit to be performed on an annual basis, at the County's expense, unless a material difference is found, in which case the audit will be at the expense of the City/CRA.

5.9 During the term of this Agreement, the City/CRA shall provide to the County by March 31st of each year an annual progress report, in furtherance of Section 18.87 of the Administrative Code of Broward County.

5.9.1 The City/CRA shall include a comparison of redevelopment plan goals, objectives and policies to the progress made in carrying out the redevelopment projects, with a description of annual program accomplishments and an analysis of the increase to the tax base. The annual progress report provided by the City/CRA to the County shall include a section that speaks to the critical path timeline and the City's and CRA's projected acquisition, construction and financial projections for the remaining years of the Agreement.

5.9.2 The detailed report of the progress made in carrying out the redevelopment projects is to include time frames and benchmarks, including, but not limited to, accounting of County funding monies, increases to the tax base, any leverage of private or non-ad valorem funds, costs and revenues, growth in new business, reduction of incompatible land uses or code violations, improvements to infrastructure and ongoing benefits to the larger community.

5.9.3 The annual progress report also must include both expenditures for the current fiscal year and cumulative financial information for each individual project or activity undertaken pursuant to the adopted redevelopment plan in a format approved by the County as shown in Exhibit "C."

Specifically, the report must include the status of private redevelopment projects and public improvements, status of non-County funds and detailed accounting for all funds received from the County. With respect to the additional properties, the City, at all times, shall maintain a separate accounting for monies received from the County, including but not limited to the sources and uses of the funds.

5.9.4 The County shall review the annual progress report and determine if the redevelopment projects have progressed in a satisfactory manner. At the request of the County, the City/CRA shall submit additional progress reports, if necessary. If the County determines after receipt and review of the annual progress report(s), that the City/CRA has not progressed satisfactorily with the redevelopment project(s), the County shall deliver to the City/CRA a written notice specifying the lack of satisfaction in detail. If the City/CRA fails to commence or take corrective action to the reasonable satisfaction of the County, the County reserves the right to withhold future funding, which funding is provided for under the terms of the within Agreement. The parties hereto shall exercise reasonable due diligence throughout the term hereof.

D. Records

City/CRA and County shall each maintain their own respective records and documents associated with this Interlocal Agreement in accordance with the requirements for records retention set forth in Chapter 119, Florida Statutes.

9. Section 6 of the Dania Beach Interlocal Agreement is hereby created and supersedes Section 3.2 of the Agreement, to read as follows:

6.0 TERMINATION

6.1 The County shall be entitled to terminate this Agreement upon the occurrence of a default by the City/CRA under the terms of this Agreement. As used herein, "default" means:

6.1.1 The failure of the City/CRA to perform substantially its obligations as detailed under the terms of this Agreement; or

6.1.2 The engagement in any illegal activity or criminal conduct, in a materially adverse manner, by any agent or employee of the City/CRA in the conduct of its affairs under the

Agreement, about which activity or conduct the City/CRA knew or should have known.

6.2 To terminate this Agreement, based upon the occurrence of a default under the Agreement, the County shall deliver to the City/CRA a written notice specifying the default in detail. If the City/CRA fails to commence or take corrective action to the reasonable satisfaction of the County, then the Agreement shall terminate effective on the sixtieth (60th) day following the City's/CRA's receipt of the notice of default.

6.3 In the event of termination based upon the occurrence of a default under the Agreement, and the City/CRA fails to commence or take corrective action as stated above, the City/CRA, at the discretion of the Board of County Commissioners, shall: 1) repay the outstanding loan(s) related to the default upon termination; or 2) repay all outstanding loans in accordance with Sections 4.7 and 4.8, however, the provision for a grant may be rescinded, except for grants already provided under the terms of this Agreement.

10. Section 4.0 MISCELLANEOUS of the Dania Beach Interlocal Agreement is hereby amended to read as follows:

7.0 MISCELLANEOUS

7.1 Effective Date: The effective date of this First Amendment shall be on the date it is fully executed by all parties.

7.2 Joint Preparation: The preparation of this First Amendment has been a joint effort of the Parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

7.3 Merger: This Agreement incorporates and includes all prior negotiations, correspondence, agreements or understandings applicable to the matter contained herein; and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no change, amendment, alteration or modification in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith by all Parties to this Agreement.

7.4 Assignment: The respective obligations of the Parties set forth in this Agreement shall not be assigned, in whole or in part, without the written consent of the other party.

7.5 Recordation/Filing: The County Administrator as the Ex-Officio Clerk of the Broward County Board of County Commissioners is hereby authorized and directed after approval of the Agreement, and amendments thereto, by the governing body of the City/CRA and the County and the execution thereof by the duly qualified and authorized officers of each of the Parties hereto to file this Agreement, and amendments thereto, with the Clerk of Broward County, Florida, as required by Section 163.01(11), Florida Statutes.

7.6 Contract Adminstrators: The Contract Administrators for this Interlocal Agreement and amendments hereto are the Dania Beach City Manager, or designee, and the County Administrator, or designee. In the implementation of the terms and conditions of this Interlocal Agreement, as contrasted with matters of policy specifically established by the respective commissioners through resolutions and/or ordinances, all parties may rely upon instructions or determinations made by the respective Contract Administrators.

7.7 Notices: Whenever either party desires to give notice to the other, such notice must be in writing and sent by United States mail, return receipt requested, courier evidenced by a delivery receipt, facsimile evidenced by a delivery receipt, or by an overnight express delivery service evidenced by a delivery receipt, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this section. For the present, the Parties designate the following as the respective places for giving of notice. Notice shall be effective upon delivery as evidenced by a delivery receipt.

FOR COUNTY: County Administrator
Broward County Governmental Center
115 S. Andrews Avenue
Fort Lauderdale, FL 33301

With a copy to: Department of Urban Planning
and Redevelopment
Room 329K, Governmental Center
115 South Andrews Avenue
Fort Lauderdale, FL 33301

FOR CITY:	Ivan Pato City Manager City of Dania Beach 100 West Dania Beach Boulevard Dania Beach, FL 33004
With a copy to:	City Clerk City of Dania Beach 100 West Dania Beach Boulevard Dania Beach, FL 33004
FOR CRA:	City Clerk City of Dania Beach 100 West Dania Beach Boulevard Dania Beach, FL 33004

7.8 Governing Law and Venue: This Agreement shall be governed, construed and controlled according to the laws of the State of Florida without regard to its conflict of laws provision. Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.

7.9 Severability: In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless the City and/or the CRA or the County elect to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) calendar days after the court's determination becomes final. For the purposes of this section, "final" shall mean the expiration of time within which to file an appeal or the conclusion of any appellate proceeding and the granting of an order. In such event, the Parties agree to cooperate fully with the other to effectuate a smooth transition of services.

7.10 Amendments: Except as expressly authorized in this Agreement, 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 Parties.

7.11 Third Party Beneficiaries: Neither City, County nor CRA intend that any person shall have cause of action against either of them as a third party beneficiary under this Agreement. Therefore, the Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against

either of them based upon this Agreement. The Parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

7.12 Force Majeure: Unless otherwise governed by this Agreement or by federal or state law or regulations, neither party shall be obligated to perform under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, act of God, riot or civil commotion, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense. In no event shall lack of funds on the part of either party be deemed Force Majeure. Either party desiring to rely upon such a cause shall, when the cause arises, give prompt written notice thereof to the other party and, when the cause ceases to exist, shall give prompt written notice thereof to the other party. Both parties agree to use their best efforts to minimize the effects of such cause that would give rise to the operation of this provision.

7.13 Nondiscrimination: The decision of the Parties hereto regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16½), national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

7.14 Gender: Whenever any words are used in this Agreement in the masculine gender, they shall be construed as though they were also used in the feminine or neuter gender in all situations where they would so apply, and whenever any words are used in this Agreement in the singular form, they shall be construed as though they were also used in the plural form in all situations where they would so apply.

7.15 The Parties shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16½) in performing any services pursuant to this Agreement.

7.16 The Parties agree that an extraordinary majority vote (4/5) vote of the Dania City Commission and the CRA, as applicable, shall be required in order to institute any eminent domain proceeding or to acquire any property exceeding the appraised value within the Community Redevelopment area.

7.17 That in the event of any conflict or ambiguity by and between the terms and provisions of this First Amendment to the original Agreement and the original Agreement, the terms and provisions of this First Amendment shall control to the extent of any such conflict or ambiguity.

7.18 That the original Agreement executed by the parties, shall remain in full force and effect except as specifically amended herein.

7.19 This First amendment may be executed in up to four (4) counterparts, each of which shall be deemed to be an original.

(Remainder of page intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this FIRST AMENDMENT to the Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on the 21st day of February, 2006; and the CITY OF DANIA BEACH, signing by and through its Mayor, duly authorized to execute same and the DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY, signing by and through its Chair, duly authorized to execute same.

COUNTY

ATTEST:

County Administrator and
Ex-Officio Clerk of the
Board of County Commissioners
of Broward County, Florida

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

By _____
Mayor

21st day of February, 2006

Approved as to form by
Office of County Attorney
Broward County, Florida
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By _____
Carl L. Kitchner
Assistant County Attorney

8th day of February, 2006

FIRST AMENDMENT TO INTERLOCAL AGREEMENT AMONG BROWARD COUNTY, CITY OF DANIA BEACH AND DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY

CITY OF DANIA BEACH

ATTEST:

LOUISE STILSON City Clerk

IVAN PATO, CITY MANAGER

DANIA BEACH, through its

By

ANNE CASTRO Mayor-Commissioner

14 day of FEBRUARY, 2006

Approved as to form:

By

THOMAS J. ANSBRO
City Attorney

14 day of FEBRUARY, 2006

FIRST AMENDMENT TO INTERLOCAL AGREEMENT AMONG BROWARD COUNTY, CITY OF DANIA BEACH AND DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY

COMMUNITY REDEVELOPMENT AGENCY

WITNESSES:

IVAN PATO, CITY MANAGER

LOUISE STILSON, CITY CLERK

DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY

By _____

ANNE CASTRO, CHAIRMAN

14 day of FEBRUARY, 2006

APPROVED AS TO FORM

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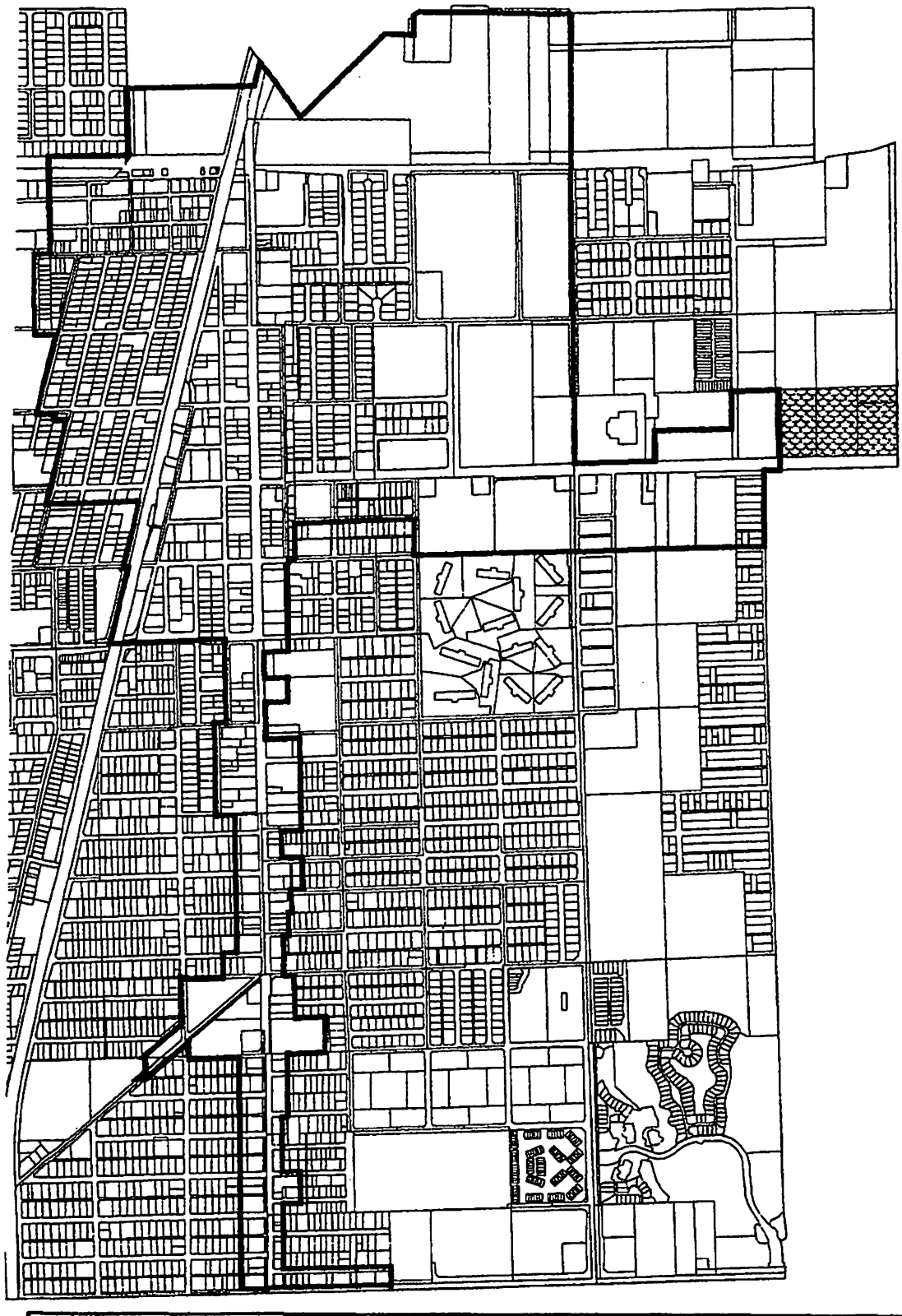

Exhibit 'A'

"Additional Properties"

Cra Boundary Area

N

1000 0 1000 2000 3000 4000 5000 Feet

DANIA BEACH CRA & "ADDITIONAL PROPERTIES" INFRASTRUCTURE IMPROVEMENTS

EXHIBIT B

Item No.[1]	Description[1]	From[1]	To[1]		Total[1]	(%)[2]		Recommended County Loan(s)[2]
Water	Large Diameter Water Main with Fittings							
	12 inch Water Main - US 1(or parallel thereto)	Dania Beach Blvd	Sheridan St.	$	992,250	100	$	992,250
	12 in Water Main Dania Beach Blvd	US 1	east end	$	540,000	100	$	540,000
	16 in Water Main - US 1 (or parallel thereto)	Dania Beach Blvd	Griffin Rd	$	432,000	100	$	432,000
	20 inch Water Main (route TBD)	WTP	downtown	$	380,000	100	$	380,000
	16 inch Water Main (route TBD)	WTP	downtown	$	464,000	100	$	464,000
	Special Connections/Crossings			$	200,000	100	$	200,000
	High Service Pumping Station			$	575,000	100	$	575,000
		TOTAL CONSTRUCTION		$	3,583,250	100	$	3,583,250
		Contingency			537,488	100		537,488
		TOTAL CONSTRUCTION		$	4,120,738	100	$	4,120,738
		Engineering		$	412,074	100	$	412,074
		Survey		$	103,018	100	$	103,018
		Permits		$	41,207	100	$	41,207
		Construction Mgmt		$	247,244	100	$	247,244
		Administration		$	82,415	100	$	82,415
		Env. Contingency		$	123,622	100	$	123,622
		Total Eng. & Permits		$	1,009,581	100	$	1,009,581
		Total Water Project		$	5,130,318	100	$	5,130,318
Sewer	Large Diameter Sewer Main							
	16 in Force Main Dania Beach Blvd			$	320,000	33		$105,600
	Special Connections/Crossings			$	20,000	33		$6,600
		TOTAL CONSTRUCTION		$	340,000	33		$112,200
		Contingency			51,000	33		$16,830
		TOTAL CONSTRUCTION		$	391,000	33		$129,030
		Engineering		$	39,100	33		$12,903
		Survey		$	9,775	33		$3,226
		Permits		$	3,910	33		$1,290
		Construction Mgmt		$	23,460	33		$7,742
		Administration		$	7,820	33		$2,581
		Env. Contingency		$	11,730	33		$3,871
		Total Eng. & Permits		$	95,795	33		$31,612
		Total Sewer Project		$	486,795	33		$160,642
Stormwater	Basin 5b-1 Federal Highway Trunk Line	BC 1996 study		$	448,910	100	$	448,910
	Basin 5b-6 SE 2nd Ave trunk	BC 1996 study		$	287,885	100	$	287,885
		TOTAL CONSTRUCTION		$	736,795	100	$	736,795
		Contingency			110,519	100		110,519
		TOTAL CONSTRUCTION		$	847,314	100	$	847,314
		Engineering		$	84,731	100	$	84,731
		Survey		$	21,183	100	$	21,183
		Permits		$	8,473	100	$	8,473
		Construction Mgmt		$	50,839	100	$	50,839
		Administration		$	16,946	100	$	16,946
		Env. Contingency		$	25,419	100	$	25,419
		Total Eng. & Permits		$	207,592	100	$	207,592
		Total Stormwater Project		$	1,054,906	100	$	1,054,906
		TOTAL ALL PROJECTS		$	6,672,019		$	6,345,886

[1] Revised Preliminary Engineering Opinion of CRA and "Additional Infrastructure Improvements, provided by Larry Leeds, February 10, 2006

[2] (%) and Recommended County Loan(s), prepared by Broward County Dept of Urban Planning and Redevelopment, Planning Services Division, February 10, 2006

Exhibit C

BROWARD COUNTY FLORIDA COUNTY AUDITOR
115 S. Andrews Avenue, Room 520, Ft. Lauderdale, FL 33301 • 954-357-7590 • FAX 954-357-7592

Date: March 4, 2004

To: Roger Desjarlais, County Administrator
Cynthia S. Chambers, Office of Urban Planning and Redevelopment

From : Evan A. Lukic, County Auditor

Subject: Proposed Activity Report Format for the Community Redevelopment Agencies

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Pursuant to Section 163.356(3)(c), Florida Statutes, a community redevelopment agency (Agency) must file with the governing body a report of its activities for the preceding fiscal year. In addition to this statutorily prescribed duty to the governing body, an Agency also has a fiduciary duty to the taxing authorities who have provided the tax increment used by the Agency to finance any community redevelopment it undertakes pursuant to the approved community redevelopment plan. An essential part of fulfilling this fiduciary duty to the taxing authorities is the periodic preparation of a report demonstrating accountability for the resources placed in their care. As we discussed on February 19, 2004, most of the Agencies are not preparing this report or are preparing an activity report that does not demonstrate accountability.

To effectively demonstrate accountability for the resources, the activity report must include cumulative financial information for each individual project or activity undertaken pursuant to the community redevelopment plan. As shown, on page two, we propose an activity report format composed of three sections. The first section would present the program expenditures for the current fiscal year and the cumulative expenditures for each community redevelopment project and activity as follows: 1) a description of the project; 2) the projected cost of the project as originally presented in the plan; 3) the cumulative expenditures for the project up to the beginning of the fiscal year being reported; 4) the expenditures for the fiscal year; and 5) the total cumulative expenditures as of the end of the fiscal year being reported. The second section would be the Statement of Revenue, Expenditures and Changes in Fund Balance for the trust fund and would include 1) revenue received by source; 2) the program expenditures; 3) administrative costs, including salaries, contractual services, and capital outlay; 4) debt service, including principal and interest; 5) other expenditures; and 6) the fund balance. Section three would be the Balance Sheet for the trust fund. There must be sufficient full disclosure in all sections and the information presented must be reconcilable to the community redevelopment plan and the independent financial audit of the Agency's trust fund required by Section 163.387(8) of the Florida Statutes.

Broward County Board of County Commissioners
Josephus Eggelletion, Jr. • Ben Graber • Sue Gunzburger • Kristin D. Jacobs • Ilene Lieberman • Lori Nance Parrish • John E. Rodstrom, Jr. • Jim Scott • Diana Wasserman-Rubin
www.broward.org

Proposed format for the report of activities.

XYZ Community Redevelopment Agency
Report of Activities
For Fiscal Year Ended September 30, 2003

Section I: Program Expenditures

Description of the project	Projected Cost as Presented in Plan	Cumulative Expenditures Through 9-30-02	Expenditures for Fiscal Year 2003	Cumulative Expenditures Through 9-30-03
Streetscape Improvements	$6,500,000	$3,500,000	$50,000	$3,550,000
Parking Project	4,500,000	50,000	4,000,000	4,050,000
Water Utility Improvements	2,000,000	2,000,000	0	2,000,000
Drainage Improvement	2,000,000	2,000,000	0	2,000,000
Streetlight Installation	500,000	200,000	50,000	250,000
Total Program Expenditures			$4,100,000	

Section II: Statement of Revenue, Expenditures and Changes in Fund Balance

Revenues:	
City Tax Increment	$#,###,###
County Tax Increment	#,###,###
Interest	###,###
Total Revenues	#,###,###
Program Expenditures (total from Section I)	4,100,000
Administrative Costs:	
Salaries	###,###
Contractual Services	##,###
Capital Outlay	#,###
Total Administrative Costs	###,###
Debt Service:	
Principal	###,###
Interest	###,###
Total Debt Service	#,###,###
Other Expenditures	#
Total expenditures	#,###,###
Excess of Revenues Over Expenditures	#,###
Fun Balance, October 1	###,###
Fund Balance, September 30	$###,###

Section III: Balance Sheet

Assets (with detail)	$#,###,###
Liabilities and Fund Balance (with detail)	$#,###,###

Performance Section

- comparison of results to the plan objectives
- critical path timeline
- time frames and benchmarks
- increases to the tax base
- any leverage of private or non-ad valorem funds
- growth in new business
- reduction of incompatible land uses or code violations
- improvement to infrastructure and ongoing benefits to the larger community
- the status of private redevelopment projects and public improvements using non-county funds

Financial Section

- current fiscal year information, including 1) accounting of County funding and 2) detail of all expenditures (County and non-County) and related revenues for each project
- cumulative financial information as follows:

Project Description	Projected Cost as Presented in Plan	Cumulative Expenditures Thru End of Prior Fiscal Year	Expenditures for Current Fiscal Year	Cumulative Expenditures Thru End of Current Fiscal Year
Project 1	$###,###	$###,###	$###,###	$###,###
Project 2	###,###	###,###	###,###	###,###
Project 3	###,###	###,###	###,###	###,###
Total Program Expenditures			$###,###	

SECOND AMENDMENT TO DANIA BEACH INTERLOCAL AGREEMENT

This is the Second Amendment to the Dania Beach Interlocal Agreement ("Second Amendment"), made this _____ day of March, 2009, by and between the following:

Broward County, Florida
a political subdivision of the State of Florida
(the "County"),

and

City of Dania Beach, Florida, a municipal
corporation under the laws of the State of
Florida (the "City"),

and

The Dania Beach Community Redevelopment
Agency, or its successor, a public body
corporate and politic (the "CRA").

WHEREAS, on April 20, 2004, County, the City and the CRA entered into an Interlocal Agreement ("Dania Beach Interlocal Agreement" or "Interlocal Agreement") pursuant to which it was agreed that the County method of investment in any redevelopment activities proposed by the City and/or the CRA, during the term of the Interlocal Agreement and any amendments thereto, and pursuant to the adopted Dania Beach Community Redevelopment Plan, would be implemented pursuant to the requirements and criteria of the funding program, established by the County, known as the Redevelopment Capital Program ("RCP"); and

WHEREAS, pursuant to the Interlocal Agreement, the basis of any amendment and extension to the term of the Interlocal Agreement would be the submission by the City and/or the CRA to the County, of a proposed community redevelopment project(s) within the term of the Interlocal Agreement and the successful negotiations by and between the City, the CRA and the County pertaining to same; and

WHEREAS, pursuant to the Interlocal Agreement, the basis of any amendment will include an implementation schedule and critical path timeline for the proposed community redevelopment project(s); and

WHEREAS, on February 14, 2006, the Dania Beach City Commission, for purposes of Redevelopment Capital Program funding consideration, with respect to projects located outside of the CRA boundaries, but close enough to the CRA, such that the development would further both the Dania Beach CRA Plan and the Redevelopment

Capital Program, approved the inclusion of properties located between the eastern boundary of the CRA and the Modello Project, which is included, (the "Additional Properties") as shown in the map attached as Exhibit "A" to the First Amendment (as hereinafter defined), and further, approved a Redevelopment Plan for the Additional Properties; and

WHEREAS, in the First Amendment, the County, the City, and the CRA acknowledged and agreed that the Additional Properties were not included in the Dania Beach Community Redevelopment Area, established pursuant to Chapter 163, Part III, Florida Statutes (the "Act"), but rather that the combined Community Redevelopment Area, as defined in the Dania Beach Interlocal Agreement, and the Additional Properties should be distinguished from the Community Redevelopment Area and should be known as the "Dania Beach RCP Redevelopment Area"; and

WHEREAS, the City and/or the CRA submitted an Application pursuant to the requirements of the Redevelopment Capital Program; and

WHEREAS, the County reviewed the Application based upon the established criteria of the Redevelopment Capital Program and determined that eligible projects existed within the parameters of the Redevelopment Capital Program, as set forth in Section 1.6 of the Interlocal Agreement, and based upon the successful negotiations by and between the City, the CRA and the County pertaining to same, the County, the City, and the CRA thereafter entered into the First Amendment to the Dania Beach Interlocal Agreement ("First Amendment"), dated February 21, 2006, pursuant to which the County agreed to fund, subject to the terms and conditions thereof, certain infrastructure improvements as described in Exhibit "B" to the First Amendment within the Dania Beach RCP Redevelopment Area up to the total amount of Six Million Three Hundred Forty-Five Thousand Eight Hundred Sixty-Six Dollars ($6,345,866.00) from the Redevelopment Capital Program; and

WHEREAS, the City and/or the CRA thereafter proceeded to complete the infrastructure improvements identified in Exhibit "B" to the First Amendment, utilizing its own funds and State Revolving Fund ("SRF") loans, due to the volatility of the interest rate market and other economic factors affecting the City and CRA, and did not utilize any of the $6,345,866.00 from the Redevelopment Capital Program committed under the First Amendment; and

WHEREAS, the City and the CRA have now identified additional projects or improvements to replace those identified in Exhibit "B" to the First Amendment, and wish to utilize the funds committed under the First Amendment for such purposes; and

WHEREAS, the City and the CRA have submitted an Application for funding through the Redevelopment Capital Program for the reimbursement of the costs of acquisition of the property commonly referred to as Parcel 109 in the amount of $2,761,314.99 (the "Parcel 109 Reimbursement"), and an additional Application for funds to design, develop and construct a parking structure or garage adjacent to City

Hall and the Library to be built pursuant to that certain Agreement between the County and the City for Lease of Real Property for Public Library and Design and Construction of a Library Facility (the "Library Agreement"), the funds for which parking garage are hereinafter referred to as the "Parking Garage Funds," the collective total of which with the Parcel 109 Reimbursement, together with such future project(s) that will be the subject of future application(s) by the CRA to the County and future amendments resulting therefrom, provided such future amendments must be executed on or before February 21, 2011, shall not exceed the sum of $6,345,866.00 contemplated by the First Amendment; and

WHEREAS, the City and the CRA have requested that the Parking Garage Funds be paid subject to the conditions set forth herein to the CRA for deposit into the Dania Beach CRA Community Redevelopment Trust Fund ("Redevelopment Trust Fund") created and established pursuant to the Act, the Interlocal Agreement and City Ordinance No. 2006-017 to be expended solely for the purposes set forth herein; and

WHEREAS, the Parking Garage and Parcel 109 are wholly contained within the boundaries of the CRA; the Additional Properties, as shown in Exhibit "A" to the First Amendment, and collectively known with the Dania Beach Community Redevelopment Area as the Dania Beach RCP Redevelopment Area, shall be distinguished from the Dania Beach Community Redevelopment Area, and are no longer part of the redevelopment area, and are not subject to the RCP request for funding herein; and

WHEREAS, after further discussion and negotiation, the County, the City and the CRA expect to soon consider a contemplated Third Amendment to Dania Beach Interlocal Agreement ("Third Amendment") addressing the Parcel 109 Reimbursement, and the terms and conditions thereof;

WITNESSETH, that for and in consideration of the mutual covenants and agreements contained herein, the County, the City and the CRA agree as follows:

1. The truth and accuracy of each "WHEREAS" clause set forth above is acknowledged by the parties and the recitals contained are incorporated herein.

2. Section 1.4 of the Dania Beach Interlocal Agreement is hereby amended to read as follows:

   1.4 The City, either directly or through the CRA, has established and will maintain the Redevelopment Trust Fund as required by applicable law. The City, either directly or through the CRA, must maintain a separate accounting for monies received from the County pursuant to the terms of the Dania Beach Interlocal Agreement, as amended.

3. Section 1.8 of the Dania Beach Interlocal Agreement is hereby amended to read as follows:

1.8 The total County funding amount from the Redevelopment Capital Program payable to the CRA, for the Parcel 109 Reimbursement and Parking Garage Funds, together with such future project(s) that will be the subject of future application(s) by the CRA to the County and future amendments resulting therefrom, provided such future amendments must be executed on or before February 21, 2011, shall not exceed the sum of Six Million Three Hundred Forty-Five Thousand Eight Hundred Sixty-Six Dollars ($6,345,866.00). All amounts paid by the County shall be deposited into the Redevelopment Trust Fund established by the City or the CRA and expended solely as authorized by the Act and the Interlocal Agreement, as amended.

4. Section 4 of the Dania Beach Interlocal Agreement, as created by paragraph 7 of the First Amendment, is hereby amended and replaced to read as follows:

4.0 <u>COUNTY FUNDING OF INFRASTRUCTURE IMPROVEMENTS</u>

4.1 The infrastructure improvements identified in Exhibit "B" to the First Amendment are hereby deleted and replaced with the Parcel 109 Reimbursement and the Parking Garage Funds fundings, together with such future project(s) that will be the subject of future application(s) by the CRA to the County and future amendments resulting therefrom, provided such future amendments must be executed on or before February 21, 2011, which are necessary to the successful commencement and completion of redevelopment within the Dania Beach CRA boundaries. The Parcel 109 Reimbursement, and the terms and conditions thereof, shall be further addressed and established in the Third Amendment.

The County shall fund and pay to the CRA, from funds available through the Redevelopment Capital Program, the actual cost not to exceed $3,100,000.00 as the Parking Garage Funds, for approximately 138 spaces, but not less than 125 spaces nor more than 175 spaces, which spaces are in addition to the 250 spaces required by the Library Agreement. The County funding of Parking Garage Funds shall not include any spaces required to be provided by the City or CRA pursuant to the Library Agreement and thus only include funding for those spaces above 250 in the Parking Garage. The differential between the total of the Parcel 109 Reimbursement and the Parking Garage Funds and $6,345,866.00 shall be available to the CRA for future projects that will be the subject of future application(s) by the CRA to the County and future amendments resulting therefrom, provided such future amendments must be executed on or before February 21, 2011.

4.2 The County funding will be exercised as to the Parking Garage Funds only after submission by the City and/or CRA to the County of an application therefore, including an implementation schedule and critical path timeline.

4.3 The County will lend the actual cost, not to exceed $3,100,000.00, for no less than 125 spaces nor more than 175 spaces, of all spaces in the Parking Garage in excess of 250 spaces, at a projected cost of $22,463.77 per space, as more fully provided in the Application submitted therefore.

4.4 The County loan(s) of the Parking Garage Funds shall be made when sufficient documentation (e.g. permits and contracts) that evidences when the Parking Garage construction will commence is submitted and reviewed in final by the County for sufficiency and completeness, and a mutually acceptable loan agreement executed.

4.5 No payments of interest or principal on the Parking Garage Funds loan shall be due within the first five (5) years of the loan(s).

4.6 Intentionally Omitted.

4.7 The County shall provide a grant on the Parking Garage Funds loan up to the amount of the original Parking Garage Funds loan(s) if both of the following conditions are met: 1) all Parking Garage improvements are completed within five (5) years from the effective date of this Second Amendment or such lesser timeframe, if any, provided in the Library Agreement, and 2) the City/CRA demonstrates that the County's share of the revenue generated by the net increase in the tax base due to specific private redevelopment projects within the Dania Beach RCP Redevelopment Area boundaries over 20 years (measured from the effective date of the First Amendment dated February 21, 2006) is expected to equal or exceed the amount of the original Parking Garage Funds loan(s).

4.7.1 If conditions 1) and 2) of Section 4.7 are met, the Parking Garage Funds loan(s) shall convert to a grant(s), through formal request by the City/CRA, as follows: 1) one-third of the amount of the loan(s) or one-third of the County's share of the revenue generated by the expected net increase in the tax base due to specific private redevelopment project(s), whichever is less, will convert to a grant(s) at the time of the approval of the requisite permitting for the private redevelopment project(s), and appropriate documentation of

completion of the Parking Garage; 2) an additional one-third of the amount of the loan(s) or one-third of the County's share of the revenue generated by the expected net increase in the tax base due to specific private redevelopment project(s), whichever is less, will convert to grant(s) at the time when the City/CRA provides documentation to the County that 50% of the total project floors are erected; and, 3) the remaining one-third of the amount of the loan(s) or one-third of the County's share of the revenue generated by the expected net increase in the tax base due to specific private redevelopment project(s), whichever is less, will convert to a grant(s) at the time of the completion of the private redevelopment project(s) evidenced by the issuance of all applicable Certificates of Occupancy.

4.8 If conditions 1) and 2) of Section 4.7 herein are not met, the Parking Garage Funds loan(s) must be repaid to the Redevelopment Capital Program by the City or CRA over a 15-year period commencing at the end of the initial five-year interest-free period, as provided by Section 4.5 herein, with interest at the Municipal Market Data (MMD) "A" revenue bond rate as in effect at the time repayment begins. In no event shall the term of the loan(s) exceed twenty (20) years: five years interest free, and up to 15 years at the MMD "A" revenue bond rate.

4.9 In no event shall the total amount of County grant(s) and loan(s) for the Parcel 109 Reimbursement, the Parking Garage Funds and any future project(s) that will be the subject of future application(s) by the CRA to the County and future amendments resulting therefrom, provided such future amendments must be executed on or before February 21, 2011, exceed $6,345,866.

4.10 In no event shall the total grant(s) for the Parking Garage Funds exceed the total amount of the loans described in this Section 4.

4.11 The calculation of the net increase in the tax base over 20 years, which is Condition 2 of Section 4.7 herein, is as follows:

4.11.1 The net present value of the County's share of the revenue generated by the net increase in the tax base from all private redevelopment projects within the Dania Beach RCP Redevelopment Area boundaries shall be calculated based on the following parameters:

Estimated Project Value: Project costs (Land & Improvements)

Property Assessment Rate:	85% of Project Cost
Collection Rate:	95%
Property Appreciation Rate:	4%
Payback Term:	20 Years from the effective date of the First Amendment, February 21, 2006, but may be less than 20 years depending on the year the private redevelopment project(s) become part of the tax base.
County Millage:	Effective County Millage at the time of grant consideration
Discount Rate:	The interest rate from the table of "A" General Obligation yields produced by "Municipal Market Data" and published in the Bond Buyer for the 20-year maturity in the proposed project financing or funding plan. The actual rate used shall be the interest rate published within five (5) days prior to the date of submittal of the request for grant funds by the City/CRA to the County.

4.11.2 The net increase in the tax base is the difference between the assessed (85%) value of the various redevelopment projects including land and improvements, and the taxable value of the existing property including land and improvements. If a property was acquired by the County, the City or the CRA for the purpose of redevelopment, within the last 4 years, the taxable value will be the latest available taxable value increased annually by the growth in the tax base within the Dania Beach RCP Redevelopment Area.

4.12 The City and/or CRA agree that all expenditures of the funds loaned hereby shall be made in accordance with the terms of the Act and the Interlocal Agreement, as amended. As the County method of funding the CRA under the Interlocal Agreement, as amended, does not include tax increment revenues, the provisions of Section 163.387(7) do not apply to the City and/or CRA, or the Redevelopment Trust Fund established and maintained thereby.

The funds loaned herein shall, however, be expended for the purposes of community redevelopment, in accordance with those purposes provided in Section 163.387(6), Florida Statutes.

5. Section 5 of the Dania Beach Interlocal Agreement, as created by paragraph 8 of the First Amendment, is hereby amended and replaced to read as follows:

5.0 CITY/COUNTY COORDINATION

A. Redevelopment Area Coordinator

5.1 The County Administrator, or designee, shall designate a redevelopment area coordinator (the "Redevelopment Area Coordinator") to serve as the County's liaison to the City/CRA for oversight of the use of the Redevelopment Capital Program funds loaned hereby to the City/CRA for redevelopment of the Dania Beach CRA in accordance with the Act. The Redevelopment Area Coordinator shall be the County's representative and designated person to receive all data and reports required herein and/or pursuant to the Act.

B. Project Management, Administration And Coordination

5.2 The City/CRA shall be responsible for implementing and conforming to the redevelopment projects in accordance with the Act, including developing and implementing proposals for indebtedness and bond financing, acquisition, disposition and relocation activities, eminent domain activities, coordination and implementation of the design and construction necessary to support the redevelopment of the Dania Beach RCP Redevelopment Area.

5.3 The City/CRA shall consider any reasonable request for information or documentation from the County with respect to implementing any plan of action related to the redevelopment project(s). The critical path timeline and implementation schedule for all redevelopment projects shall be updated when a request for County funding is submitted, as well as annually beginning one (1) year from the date of execution of this Second Amendment, and copies thereof shall be delivered to the Redevelopment Area Coordinator.

5.4 The Redevelopment Area Coordinator shall receive from the City/CRA advance notice of all public meetings related to redevelopment projects within the Dania Beach RCP Redevelopment Area and, on a regular basis, be provided information regarding the progress of the design and construction of such projects.

5.5 The City/CRA shall consult regularly with the Redevelopment Area Coordinator in order to keep the County reasonably informed throughout the planning, design and construction of such redevelopment projects.

C. City/CRA Reporting Requirements

The following Section through Section D Records on page 7 of this Second Amendment amends and supersedes Sections 1.9 and 1.10 of the Dania Beach Interlocal Agreement, as previously amended by the First Amendment:

5.6 During the term of the Interlocal Agreement or any amended term thereof, the City/CRA shall provide to the County, by March 31st of each year, an annual independent audit by a Certified Public Accounting firm and report of activities, in furtherance of Sections 163.356(3) and 163.387(8), Florida Statutes. The audit and report shall include a complete financial report of the City's and CRA's redevelopment project(s) for the preceding fiscal year; a complete financial statement setting forth the City's and CRA's assets, liabilities, income and operating expenses as of the end of such fiscal year for the redevelopment project(s) relevant to the within Agreement; and evidence of the maintenance of the Redevelopment Trust Fund and separate account/fund for all County monies including the sources and uses of funds therein for the redevelopment projects relevant to the within Agreement. The County shall review the audit and if it deems necessary, for purposes of being fiscally responsible to all County residents, shall have the ability to cause another independent audit to be performed on an annual basis, at the County's expense, unless a material difference is found, in which case the audit will be at the expense of the City/CRA.

5.7 During the term of the Interlocal Agreement, the City/CRA shall provide to the County by March 31st of each year an annual progress report, in furtherance of Section 18.87 of the Administrative Code of Broward County.

5.7.1 The City/CRA shall include a comparison of redevelopment plan goals, objectives and policies to the progress made in carrying out the redevelopment projects, with a description of annual program accomplishments and an analysis of the increase to the tax base. The annual progress report provided by the City/CRA to the County shall include a section that speaks to the critical path timeline and the

City's and CRA's projected acquisition, construction and financial projections for the remaining years of the Interlocal Agreement.

5.7.2 The detailed report of the progress made in carrying out the redevelopment projects is to include timeframes and benchmarks, including, but not limited to, accounting for County funding monies in the Redevelopment Trust Fund, increases to the tax base, any leverage of private or non-ad valorem funds, costs and revenues, growth in new business, reduction of incompatible land uses or code violations, improvements to infrastructure and ongoing benefits to the larger community.

5.7.3 The annual progress report also must include both expenditures for the current fiscal year and cumulative financial information for each individual project or activity undertaken pursuant to the adopted redevelopment plan in a format approved by the County as shown in Exhibit C to the First Amendment. Specifically, the report must include the status of private redevelopment projects and public improvements, status of non-County funds and detailed accounting for all funds received from the County and deposited in the Redevelopment Trust Fund.

5.7.4 The County shall review the annual progress report and determine if the redevelopment projects have progressed in a satisfactory manner. At the request of the County, the City/CRA shall submit additional progress reports, if necessary. If the County determines after receipt and review of the annual progress report(s), that the City/CRA has not progressed satisfactorily with the redevelopment project(s), the County shall deliver to the City/CRA a written notice specifying the lack of satisfaction in detail. If the City/CRA fails to commence or take corrective action to the reasonable satisfaction of the County, the County reserves the right to withhold future funding, which funding is provided for under the terms of the Interlocal Agreement, as amended. The City/CRA shall immediately commence corrective action to the reasonable satisfaction of the County. The Parties hereto shall exercise reasonable due diligence throughout the term hereof.

D. Records

City/CRA and County shall each maintain their own respective records and documents associated with this Interlocal Agreement in accordance with the requirements for records retention set forth in Chapter 119, Florida Statutes.

6. Section 6 of the Dania Beach Interlocal Agreement is hereby amended and supersedes Section 3.2 of the Agreement, as amended by paragraph 9 of the First Amendment, to read as follows:

6.0 TERMINATION

6.1 The County shall be entitled to terminate this Agreement upon the occurrence of a default by the City/CRA under the terms of this Agreement. As used herein, "default" means:

6.1.1 The failure of the City/CRA to perform substantially its obligations as detailed under the terms of this Agreement; or

6.1.2 The engagement in any illegal activity or criminal conduct, in a materially adverse manner, by any agent or employee of the City/CRA in the conduct of its affairs under the Agreement, about which activity or conduct the City/CRA knew or should have known.

6.2 To terminate this Agreement, based upon the occurrence of a default under the Agreement, the County shall deliver to the City/CRA a written notice specifying the default in detail. If the City/CRA fails to commence or take corrective action to the reasonable satisfaction of the County, then the Agreement shall terminate effective on the sixtieth (60th) day following the City's/CRA's receipt of the notice of default.

6.3 In the event of termination based upon the occurrence of a default under the Agreement, and the City/CRA fails to commence or take corrective action as stated above, the City/CRA, at the discretion of the Board of County Commissioners, shall: 1) repay the outstanding loan(s) related to the default upon termination; or 2) repay all outstanding loans in accordance with Sections 4.7 and 4.8, however, the provision for a grant may be rescinded, except for grants already provided under the terms of this Agreement.

7. Section 4.0, MISCELLANEOUS of the Dania Beach Interlocal Agreement is hereby amended to read as follows:

7.0 MISCELLANEOUS

7.1 Effective Date: The effective date of this Second Amendment shall be on the date it is fully executed by the parties.

7.2 Joint Preparation: The preparation of this Second Amendment has been a joint effort of the Parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

7.3 Merger: The Interlocal Agreement, as amended, incorporates and includes all prior negotiations, correspondence, agreements or understandings applicable to the matter contained herein; and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Interlocal Agreement, as amended, that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no change, amendment, alteration or modification in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith by all Parties to this Interlocal Agreement, as amended.

7.4 Assignment: The respective obligations of the Parties set forth in the Interlocal Agreement, as amended, shall not be assigned, in whole or in part, without the written consent of the other party.

7.5 Recordation/Filing: The County Administrator as the Ex-Officio Clerk of the Broward County Board of County Commissioners is hereby authorized and directed after approval of this Second Amendment, by the governing body of the City/CRA and the County and the execution thereof by the duly qualified and authorized officers of each of the Parties hereto to file this Interlocal Agreement, and amendments thereto, with the Clerk of Broward County, Florida, as required by Section 163.01(11), Florida Statutes.

7.6 Contract Administrators: The Contract Administrators for this Interlocal Agreement and amendments thereto are the Dania Beach City Manager, or designee, and the County Administrator, or designee. In the implementation of the terms and conditions of this Interlocal Agreement, as amended, as contrasted with matters of policy specifically established by the respective commissioners through resolutions and/or ordinances, all parties may rely upon

instructions or determinations made by the respective Contract Administrators.

7.7 Notices: Whenever either party desires to give notice to the other, such notice must be in writing and sent by United States mail, return receipt requested, courier evidenced by a delivery receipt, facsimile evidenced by a delivery receipt, or by an overnight express delivery service evidenced by a delivery receipt, addressed to the party for whom it is intended at the place last specified; and the place for giving notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this section. For the present, the Parties designate the following as the respective places for giving notice. Notice shall be effective upon delivery as evidenced by a delivery receipt.

FOR COUNTY:	County Administrator Broward County Governmental Center 115 South Andrews Avenue Fort Lauderdale, FL 33301
With a copy to:	Environmental Protection and Growth Management Department Room 329B, Governmental Center 115 South Andrews Avenue Fort Lauderdale, FL 33301
FOR CITY:	City Manager City of Dania Beach 100 West Dania Beach Boulevard Dania Beach, FL 33004
With a copy to:	City Clerk City of Dania Beach 100 West Dania Beach Boulevard Dania Beach, FL 33004
FOR CRA:	City Clerk City of Dania Beach 100 West Dania Beach Boulevard Dania Beach, FL 33304

7.8. Governing Law and Venue: This Interlocal Agreement and amendments thereto shall be governed, construed and controlled according to the laws of the State of Florida without regard to its conflict of laws provision. Any claim, objection or dispute arising out of the terms of this Interlocal Agreement and amendments

thereto shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.

7.9 Severability: In the event a portion of this Interlocal Agreement and amendments thereto is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless the City and/or the CRA or the County elect to terminate this Interlocal Agreement. An election to terminate this Interlocal Agreement, as amended, based upon this provision shall be made within seven (7) calendar days after the court's determination becomes final. For the purposes for this section, "final" shall mean the expiration of time within which to file an appeal or the conclusion of any appellate proceeding and the granting of an order. In such event, the Parties agree to cooperate fully with the other to effectuate a smooth transaction of services.

7.10 Amendments: Except as expressly authorized in this Interlocal Agreement or amendments thereto, 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 Interlocal Agreement and executed by the Parties.

7.11 Third Party Beneficiaries: Neither City, County nor CRA intend that any person shall have cause of action against either of them as a third party beneficiary under this Interlocal Agreement or amendments thereto. Therefore, the Parties agree that there are no third party beneficiaries to this Interlocal Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Interlocal Agreement or amendments thereto. The Parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Interlocal Agreement or amendments thereto.

7.12 Force Majeure: Unless otherwise governed by this Interlocal Agreement or amendments thereto, or by federal or state law or regulations, neither party shall be obligated to perform under this Interlocal Agreement or amendments thereto, if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, act of God, riot or civil commotion, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense. In no event shall lack of funds on the part of either party be deemed Force Majeure. Either party desiring to rely upon such a cause shall, when the cause arises, give prompt written notice thereof to the other party and, when the

cause ceases to exist, shall give prompt written notice thereof to the other party. Both parties agree to use their best efforts to minimize the effects of such cause that would give rise to the operation of this provision.

7.13 Nondiscrimination: The decision of the Parties hereto regarding the delivery of services under this Interlocal Agreement or amendments thereto, shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16½), national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

7.14 Gender: Whenever any words are used in this Interlocal Agreement or amendments thereto, in the masculine gender, they shall be construed as though they were also used in the feminine or neuter gender in all situations where they would so apply, and whenever any words are used in this Interlocal Agreement or amendments thereto in the singular form, they shall be construed as though they were also used in the plural form in all situations where they would so apply.

7.15 The Parties shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16½) in performing any services pursuant to this Interlocal Agreement or amendments thereto.

7.16 The Parties agree that an extraordinary majority vote (4/5) of the Dania City Commission and the CRA, as applicable, shall be required in order to institute any eminent domain proceeding or to acquire any property exceeding the appraised value within the Community Redevelopment area.

7.17 That in the event of any conflict or ambiguity by and between the terms and provisions of this Second Amendment to the original Interlocal Agreement and the original Interlocal Agreement or First Amendment thereto, the terms and provisions of this Second Amendment shall control to the extent of any such conflict or ambiguity.

7.18 That the original Interlocal Agreement, as amended by the First and Second Amendments thereto, executed by the Parties shall remain in full force and effect except as specifically amended herein.

7.19 This Second Amendment may be executed in up to four (4) counterparts, each of which shall be deemed to be an original.

7.20 The City and/or the CRA shall reasonably encourage the participation of, and utilization of, small and minority businesses, specifically, but not limited to, a financial advisor, bond counsel, underwriters' counsel and underwriting services in the development of the redevelopment projects of the City.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the Parties hereto have made and executed this SECOND AMENDMENT to the Interlocal Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on the 24th day of February, 2009; and the CITY OF DANIA BEACH, signing by and through its Mayor, duly authorized to execute same and the DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY, signing by and through its Chair, duly authorized to execute same.

COUNTY

ATTEST:

County Administrator and
Ex-Officio Clerk of the Board
of County Commissioners of
Broward County

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

By _____
Mayor

19th day of March, 2009

Approved as to form by:
Office of County Attorney
Broward County, Florida
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Facsimile: (954) 357-6968

By _____

Assistant County Attorney

12th day of March, 2009

SECOND AMENDMENT TO INTERLOCAL AGREEMENT AMONG BROWARD COUNTY, CITY OF DANIA BEACH AND DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY

CITY OF DANIA BEACH

ATTEST:

Louise Stilson, City Clerk

Colin Donnelly
Acting City Manager

DANIA BEACH, through its

By_____
Albert C. Jones, Mayor-Commissioner

11 day of MARCH, 2009

Approved as to form:

By_____
Thomas J. Ansbro, City Attorney

11th day of March, 2009

SECOND AMENDMENT TO INTERLOCAL AGREEMENT AMONG BROWARD COUNTY, CITY OF DANIA BEACH AND DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY

COMMUNITY REDEVELOPMENT AGENCY

WITNESSES:

Colin Donnelly, Acting City Manager

Louise Stilson, City Clerk

DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY

By_____
Albert C. Jones, Chairman

11 day of MARCH, 2009

Approved as to form:

By_____
Thomas J. Ansbro, City Attorney

11th day of March, 2009

THIRD AMENDMENT TO DANIA BEACH INTERLOCAL AGREEMENT

This is the THIRD Amendment to the Dania Beach Interlocal Agreement ("THIRD Amendment"), made this 24th day of March, 2009, by and between the following:

Broward County, Florida
a political subdivision of the State of Florida
(the "County"),

and

City of Dania Beach, Florida, a municipal
corporation under the laws of the State of
Florida (the "City"),

and

The Dania Beach Community Redevelopment
Agency, or its successor, a public body
corporate and politic (the "CRA").

WHEREAS, on April 20, 2004, County, the City and the CRA entered into an Interlocal Agreement ("Dania Beach Interlocal Agreement" or "Interlocal Agreement") pursuant to which it was agreed that the County method of investment in any redevelopment activities proposed by the City and/or the CRA, during the term of the Interlocal Agreement and any amendments thereto, and pursuant to the adopted Dania Beach Community Redevelopment Plan, would be implemented pursuant to the requirements and criteria of the funding program, established by the County, known as the Redevelopment Capital Program ("RCP"); and

WHEREAS, pursuant to the Interlocal Agreement, the basis of any amendment and extension to the term of the Interlocal Agreement would be the submission by the City and/or the CRA to the County, of a proposed community redevelopment project(s) within the term of the Interlocal Agreement and the successful negotiations by and between the City, the CRA and the County pertaining to same; and

WHEREAS, pursuant to the Interlocal Agreement, the basis of any amendment will include an implementation schedule and critical path timeline for the proposed community redevelopment project(s); and

WHEREAS, on February 14, 2006, the Dania Beach City Commission, for purposes of Redevelopment Capital Program funding consideration, with respect to projects located outside of the CRA boundaries, but close enough to the CRA, such that the development would further both the Dania Beach CRA Plan and the Redevelopment Capital Program, approved the inclusion of properties located between the eastern

boundary of the CRA and the Modello Project, which is included, (the "Additional Properties") as shown in the map attached as Exhibit "A" to the First Amendment (as hereinafter defined), and further, approved a Redevelopment Plan for the Additional Properties; and

WHEREAS, in the First Amendment, the County, the City, and the CRA acknowledged and agreed that the Additional Properties were not included in the Dania Beach Community Redevelopment Area, established pursuant to Chapter 163, Part III, Florida Statutes (the "Act"), but rather that the combined Community Redevelopment Area, as defined in the Dania Beach Interlocal Agreement, and the Additional Properties should be distinguished from the Community Redevelopment Area and should be known as the "Dania Beach RCP Redevelopment Area"; and

WHEREAS, the City and/or the CRA submitted an Application pursuant to the requirements of the Redevelopment Capital Program; and

WHEREAS, the County reviewed the Application based upon the established criteria of the Redevelopment Capital Program and determined that eligible projects existed within the parameters of the Redevelopment Capital Program, as set forth in Section 1.6 of the Interlocal Agreement, and based upon the successful negotiations by and between the City, the CRA and the County pertaining to same, the County, the City, and the CRA thereafter entered into the First Amendment to the Dania Beach Interlocal Agreement ("First Amendment"), dated February 21, 2006, pursuant to which the County agreed to fund, subject to the terms and conditions thereof, certain infrastructure improvements as described in Exhibit "B" to the First Amendment within the Dania Beach RCP Redevelopment Area up to the total amount of Six Million Three Hundred Forty-Five Thousand Eight Hundred Sixty-Six Dollars ($6,345,866.00) from the Redevelopment Capital Program; and

WHEREAS, the City and/or the CRA thereafter proceeded to complete the infrastructure improvements identified in Exhibit "B" to the First Amendment, utilizing its own funds and State Revolving Fund ("SRF") loans, due to the volatility of the interest rate market and other economic factors affecting the City and CRA, and did not utilize any of the $6,345,866.00 from the Redevelopment Capital Program committed under the First Amendment; and

WHEREAS, the City and the CRA have now identified additional projects or improvements to replace those identified in Exhibit "B" to the First Amendment, and wish to utilize the funds committed under the First Amendment for such purposes; and

WHEREAS, the City and the CRA have submitted an Application for funding through the Redevelopment Capital Program for the reimbursement of the costs of acquisition of the property commonly referred to as Parcel 109 in the amount of $2,761,314.99 (the "Parcel 109 Reimbursement"), and an additional Application for funds to design, develop and construct a parking structure or garage adjacent to City Hall and the Library to be built pursuant to that certain Agreement between the County

and the City for Lease of Real Property for Public Library and Design and Construction of a Library Facility (the "Library Agreement"), the funds for which parking garage are hereinafter referred to as the "Parking Garage Funds," the collective total of which with the Parcel 109 Reimbursement, together with such future project(s) that will be the subject of future application(s) by the CRA to the County and future amendments resulting therefrom, provided such future amendments must be executed on or before February 21, 2011, shall not exceed the sum of $6,345,866.00 contemplated by the First Amendment; and

WHEREAS, the County, the City, and the CRA have negotiated the parameters for such Parking Garage Funds funding and the terms and conditions thereof, and executed the Second Amendment to Dania Beach Interlocal Agreement dated March 24, 2009 (the "Second Amendment") to effectuate the same; and

WHEREAS, the Parking Garage and Parcel 109 are wholly contained within the boundaries of the CRA; the Additional Properties, as shown in Exhibit "A" to the First Amendment, and collectively known with the Dania Beach Community Redevelopment Area as the Dania Beach RCP Redevelopment Area, shall be distinguished from the Dania Beach Community Redevelopment Area, and are no longer part of the redevelopment area, and are not subject to the RCP request for funding herein; and

WHEREAS, the City and the CRA have requested that the Parcel 109 Reimbursement be paid subject to the conditions set forth herein to the CRA for deposit into the Dania Beach CRA Community Redevelopment Trust Fund ("Redevelopment Trust Fund") created and established pursuant to the Act, the Interlocal Agreement and City Ordinance No. 2006-017 to be expended solely for the purposes set forth herein and disbursed by the County under the conditions set forth herein; and

WHEREAS, on February 24, 2009, before the Broward County Board of County Commissioners, the County, the City and the CRA agreed, subject to appropriate required further approval of their respective governing bodies, that the City/CRA would obtain County funding through the Broward County Redevelopment Capital Program for the reimbursement of the cost of acquisition of Parcel 109 in the agreed sum of $2,334,200.00 in the form of a loan to the City/CRA under the conditions set forth herein and further described in the Loan Agreement and Promissory Note executed contemporaneous herewith; and

WITNESSETH, that for and in consideration of the mutual covenants and agreements contained herein, the County, the City and the CRA agree as follows:

1. The truth and accuracy of each "WHEREAS" clause set forth above is acknowledged by the parties and the recitals contained are incorporated herein.

2. Section 1.4 of the Dania Beach Interlocal Agreement is hereby amended to read as follows:

1.4 The City, either directly or through the CRA, has established and will maintain the Redevelopment Trust Fund as required by applicable law. The City, either directly or through the CRA, must maintain a separate accounting for monies received from the County pursuant to the terms of the Dania Beach Interlocal Agreement, as amended.

3. Section 1.8 of the Dania Beach Interlocal Agreement is hereby amended to read as follows:

1.8 The total County funding amount from the Redevelopment Capital Program payable to the CRA, for the Parcel 109 Reimbursement and Parking Garage Funds, together with such future project(s) that will be the subject of future application(s) by the CRA to the County and future amendments resulting therefrom, provided such future amendments must be executed on or before February 21, 2011, shall not exceed the sum of Six Million Three Hundred Forty-Five Thousand Eight Hundred Sixty-Six Dollars ($6,345,866.00). All amounts paid by the County shall be deposited into the Redevelopment Trust Fund established by the City or the CRA and expended solely as authorized by the Act and the Interlocal Agreement, as amended.

4. Section 4 of the Dania Beach Interlocal Agreement, as created by paragraph 7 of the First Amendment, and as further amended by the Second Amendment is hereby further amended and supplemented to read as follows:

4.0 <u>COUNTY FUNDING OF INFRASTRUCTURE IMPROVEMENTS</u>

4.1 The infrastructure improvements identified in Exhibit "B" to the First Amendment are hereby deleted and replaced with the Parcel 109 Reimbursement and the Parking Garage Funds fundings, together with such future project(s) that will be the subject of future application(s) by the CRA to the County and future amendments resulting therefrom, provided such future amendments must be executed on or before February 21, 2011, which are necessary to the successful commencement and completion of redevelopment within the Dania Beach CRA boundaries.

In addition to the provisions of the Second Amendment, the County shall fund and pay to the CRA, from funds available through the Redevelopment Capital Program, the agreed sum of $2,334,200.00, which is 10% above the appraisal submitted by the CRA of $2,122,000.00 and less than the Application submitted of $2,761,314.99, as the actual Parcel 109 Reimbursement. Notwithstanding anything else contained herein, this amount shall be made as a loan convertible to a grant to the CRA under conditions set forth in Section 4.7 herein.

The differential between the total of the Parcel 109 Reimbursement and the Parking Garage Funds and $6,345,866.00 shall be available to the CRA for future projects that will be the subject of future application(s) by the CRA to the County and future amendments resulting therefrom, provided such future amendments must be executed on or before February 21, 2011.

4.2 In addition to the provisions of the Second Amendment, the County funding will be exercised as to the Parcel 109 Reimbursement only after submission by the City and/or CRA to the County of an application therefore, including an implementation schedule and critical path timeline.

4.3 In addition to the provisions of the Second Amendment, the County will lend $2,334,200.00 for the Parcel 109 Reimbursement as more fully described in the application submitted therefore.

4.4 In addition to the provisions of the Second Amendment, the County funding of the Parcel 109 Reimbursement shall be made within thirty (30) days of the execution of this Third Amendment by all parties hereto.

4.5 In addition to the provisions of the Second Amendment, no payments of interest or principal on the Parcel 109 Reimbursement loan shall be due within the first five (5) years of the loan.

4.6 Intentionally Omitted.

4.7 In addition to the provisions of the Second Amendment as applicable to the Parking Garage Funds loan, the County loan shall be convertible to a grant on the Parcel 109 Reimbursement up to the amount thereof if both of the following conditions are met: 1) the acquisition of Parcel 109 shall be completed within five (5) years from the effective date of this Third Amendment (it being acknowledged that such acquisition has already occurred), and 2) the City/CRA demonstrates that the County's share of the revenue generated by the net increase in the tax base due to specific private redevelopment projects within the Dania Beach RCP Redevelopment Area boundaries over 20 years (measured from the effective date of the First Amendment dated February 21, 2006) is expected to equal or exceed the amount of the original Parcel 109 Reimbursement paid by the County to the CRA.

4.7.1 If conditions 1) and 2) of Section 4.7 are met, the Parcel 109 Reimbursement loan(s) shall convert to a grant(s), through

formal request by the City/CRA, as follows: 1) one-third of the amount of the loan(s) or one-third of the County's share of the revenue generated by the expected net increase in the tax base due to specific private redevelopment project(s), whichever is less, will convert to a grant(s) at the time of the approval of the requisite permitting for the private redevelopment project(s), and appropriate documentation of the acquisition of Parcel 109 (it being acknowledged that such acquisition has already occurred); 2) an additional one-third of the amount of the loan(s) or one-third of the County's share of the revenue generated by the expected net increase in the tax base due to specific private redevelopment project(s), whichever is less, will convert to grant(s) at the time when the City/CRA provides documentation to the County that 50% of the total project floors are erected; and, 3) the remaining one-third of the amount of the loan(s) or one-third of the County's share of the revenue generated by the expected net increase in the tax base due to specific private redevelopment project(s), whichever is less, will convert to a grant(s) at the time of the completion of the private redevelopment project(s) evidenced by the issuance of all applicable Certificates of Occupancy.

4.8 In addition to the provisions of the Second Amendment, if conditions 1) and 2) of Section 4.7 herein are not met, the Parcel 109 Reimbursement loan must be repaid to the Redevelopment Capital Program by the City or CRA over a 15-year period commencing at the end of the initial five-year interest-free period, as provided by Section 4.5 herein, with interest at the Municipal Market Data (MMD) "A" revenue bond rate as in effect at the time repayment begins. In no event shall the term of the loan exceed twenty (20) years: five years interest free, and up to 15 years at the MMD "A" revenue bond rate.

4.9 In no event shall the total amount of County grant(s) and loan for the Parcel 109 Reimbursement, the Parking Garage Funds and any future project(s) that will be the subject of future application(s) by the CRA to the County and future amendments resulting therefrom, which must be executed on or before February 21, 2011, exceed $6,345,866.

4.10 In addition to the provisions of the Second Amendment, in no event shall the total grant(s) for the Parcel 109 Reimbursement exceed the total amount of the loan described in this Section 4.

4.11 In addition to the provisions of the Second Amendment as applicable to the Parking Garage Funds loan, the calculation of the net increase in the tax base over 20 years, which is Condition 2 of Section 4.7 herein, is as follows:

4.11.1 The net present value of the County's share of the revenue generated by the net increase in the tax base from all private redevelopment projects within the Dania Beach RCP Redevelopment Area boundaries shall be calculated based on the following parameters:

Estimated Project Value:	Project costs (Land & Improvements)
Property Assessment Rate:	85% of Project Cost
Collection Rate:	95%
Property Appreciation Rate:	4%
Payback Term:	20 Years from the effective date of the First Amendment, February 21, 2006, but may be less than 20 years depending on the year the private redevelopment project(s) become part of the tax base.
County Millage:	Effective County Millage at the time of grant consideration
Discount Rate:	The interest rate from the table of "A" General Obligation yields produced by "Municipal Market Data" and published in the Bond Buyer for the 20-year maturity in the proposed project financing or funding plan. The actual rate used shall be the interest rate published within five (5) days prior to the date of submittal of the request for grant funds by the City/CRA to the County.

4.11.2 The net increase in the tax base is the difference between the assessed (85%) value of the various redevelopment projects including land and improvements, and the taxable value of the existing property including land and improvements as of the date of this Third Amendment. If a

property was acquired by the County, the City or the CRA for the purpose of redevelopment, within the last 4 years, the taxable value will be the latest available taxable value increased annually by the growth in the tax base within the Dania Beach RCP Redevelopment Area.

4.12 The City and/or CRA agree that all expenditures of the funds granted or loaned hereby shall be made in accordance with the terms of the Act and the Interlocal Agreement, as amended. As the County method of funding the CRA under the Interlocal Agreement, as amended, does not include tax increment revenues, the provisions of Section 163.387(7) do not apply to the City and/or CRA, or the Redevelopment Trust Fund established and maintained thereby. The funds loaned herein shall, however, be expended for the purposes of community redevelopment, in accordance with those purposes provided in Section 163.387(6), Florida Statutes.

5. Section 5 of the Dania Beach Interlocal Agreement, as created by paragraph 8 of the First Amendment, and further amended by paragraph 5 of the Second Amendment, shall remain unchanged and its provisions fully applicable to this Third Amendment.

6. Section 6 of the Dania Beach Interlocal Agreement, as amended by paragraph 9 of the First Amendment and paragraph 6 of the Second Amendment, is further amended and supplemented to provide as follows, as applicable to this Third Amendment.

6.0 <u>TERMINATION</u>

6.1 The County shall be entitled to terminate this Agreement upon the occurrence of a default by the City/CRA under the terms of this Agreement. As used herein, "default" means:

6.1.1 The failure of the City/CRA to perform substantially its obligations as detailed under the terms of this Agreement; or

6.1.2 The engagement in any illegal activity or criminal conduct, in a materially adverse manner, by any agent or employee of the City/CRA in the conduct of its affairs under this Agreement, about which activity or conduct the City/CRA knew or should have known.

6.2 To terminate this Agreement, based upon the occurrence of a default under the Agreement, the County shall deliver to the City/CRA a written notice specifying the default in detail. If the

City/CRA fails to commence or take corrective action to the reasonable satisfaction of the County, then this Agreement shall terminate effective on the sixtieth (60th) day following the City's/CRA's receipt of the notice of default.

6.3 In the event of termination based upon the occurrence of a default under this Agreement, and the City/CRA fails to commence or take corrective action as stated above, the City/CRA, at the discretion of the Board of County Commissioners, shall: 1) repay the outstanding loan(s) related to the default upon termination; or 2) repay all outstanding loans in accordance with Sections 4.7 and 4.8, however, the provision for a grant may be rescinded, except for grants already provided under the terms of this Agreement.

7. Section 4.0, MISCELLANEOUS of the Dania Beach Interlocal Agreement, as applicable to this Third Amendment, is hereby amended to read as follows:

7.0 MISCELLANEOUS

7.1 Effective Date: The effective date of this Third Amendment shall be on the date it is fully executed by the parties.

7.2 Joint Preparation: The preparation of this Third Amendment has been a joint effort of the Parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

7.3 Merger: The Interlocal Agreement, as amended, incorporates and includes all prior negotiations, correspondence, agreements or understandings applicable to the matter contained herein; and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Interlocal Agreement, as amended, that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no change, amendment, alteration or modification in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith by all Parties to this Interlocal Agreement, as amended.

7.4 Assignment: The respective obligations of the Parties set forth in the Interlocal Agreement, as amended, shall not be assigned, in whole or in part, without the written consent of the other party.

7.5 Recordation/Filing: The County Administrator as the Ex-Officio Clerk of the Broward County Board of County Commissioners is hereby authorized and directed after approval of this Third Amendment, by the governing body of the City/CRA and the County and the execution thereof by the duly qualified and authorized officers of each of the Parties hereto to file this Interlocal Agreement, and amendments thereto, with the Clerk of Broward County, Florida, as required by Section 163.01(11), Florida Statutes.

7.6 Contract Administrators: The Contract Administrators for this Interlocal Agreement and amendments thereto are the Dania Beach City Manager, or designee, and the County Administrator, or designee. In the implementation of the terms and conditions of this Interlocal Agreement, as amended, as contrasted with matters of policy specifically established by the respective commissioners through resolutions and/or ordinances, all parties may rely upon instructions or determinations made by the respective Contract Administrators.

7.7 Notices: Whenever either party desires to give notice to the other, such notice must be in writing and sent by United States mail, return receipt requested, courier evidenced by a delivery receipt, facsimile evidenced by a delivery receipt, or by an overnight express delivery service evidenced by a delivery receipt, addressed to the party for whom it is intended at the place last specified; and the place for giving notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this section. For the present, the Parties designate the following as the respective places for giving notice. Notice shall be effective upon delivery as evidenced by a delivery receipt.

FOR COUNTY: County Administrator
Broward County Governmental Center
115 South Andrews Avenue
Fort Lauderdale, FL 33301

With a copy to: Environmental Protection and Growth Management Department
Room 329B, Governmental Center
115 South Andrews Avenue
Fort Lauderdale, FL 33301

FOR CITY: City Manager
City of Dania Beach
100 West Dania Beach Boulevard

Dania Beach, FL 33004

With a copy to: City Clerk
City of Dania Beach
100 West Dania Beach Boulevard
Dania Beach, FL 33004

FOR CRA: City Clerk
City of Dania Beach
100 West Dania Beach Boulevard
Dania Beach, FL 33304

7.8. Governing Law and Venue: This Interlocal Agreement and amendments thereto shall be governed, construed and controlled according to the laws of the State of Florida without regard to its conflict of laws provision. Any claim, objection or dispute arising out of the terms of this Interlocal Agreement and amendments thereto shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.

7.9 Severability: In the event a portion of this Interlocal Agreement and amendments thereto is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless the City and/or the CRA or the County elect to terminate this Interlocal Agreement. An election to terminate this Interlocal Agreement, as amended, based upon this provision shall be made within seven (7) calendar days after the court's determination becomes final. For the purposes for this section, "final" shall mean the expiration of time within which to file an appeal or the conclusion of any appellate proceeding and the granting of an order. In such event, the Parties agree to cooperate fully with the other to effectuate a smooth transaction of services.

7.10 Amendments: Except as expressly authorized in this Interlocal Agreement or amendments thereto, 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 Interlocal Agreement and executed by the Parties.

7.11 Third Party Beneficiaries: Neither City, County nor CRA intend that any person shall have cause of action against either of them as a third party beneficiary under this Interlocal Agreement or amendments thereto. Therefore, the Parties agree that there are no third party beneficiaries to this Interlocal Agreement and that no third party shall be entitled to assert a claim against either of them

based upon this Interlocal Agreement or amendments thereto. The Parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Interlocal Agreement or amendments thereto.

7.12 Force Majeure: Unless otherwise governed by this Interlocal Agreement or amendments thereto, or by federal or state law or regulations, neither party shall be obligated to perform under this Interlocal Agreement or amendments thereto, if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, act of God, riot or civil commotion, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense. In no event shall lack of funds on the part of either party be deemed Force Majeure. Either party desiring to rely upon such a cause shall, when the cause arises, give prompt written notice thereof to the other party and, when the cause ceases to exist, shall give prompt written notice thereof to the other party. Both parties agree to use their best efforts to minimize the effects of such cause that would give rise to the operation of this provision.

7.13 Nondiscrimination: The decision of the Parties hereto regarding the delivery of services under this Interlocal Agreement or amendments thereto, shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16½), national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

7.14 Gender: Whenever any words are used in this Interlocal Agreement or amendments thereto, in the masculine gender, they shall be construed as though they were also used in the feminine or neuter gender in all situations where they would so apply, and whenever any words are used in this Interlocal Agreement or amendments thereto in the singular form, they shall be construed as though they were also used in the plural form in all situations where they would so apply.

7.15 The Parties shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16½) in performing any services pursuant to this Interlocal Agreement or amendments thereto.

7.16 The Parties agree that an extraordinary majority vote (4/5) of the Dania City Commission and the CRA, as applicable, shall be

required in order to institute any eminent domain proceeding or to acquire any property exceeding the appraised value within the Community Redevelopment area.

7.17 That in the event of any conflict or ambiguity by and between the terms and provisions of this Third Amendment to the original Interlocal Agreement and the original Interlocal Agreement, First Amendment or Second Amendment thereto, the terms and provisions of this Third Amendment shall control to the extent of any such conflict or ambiguity.

7.18 That the original Interlocal Agreement, as amended by the First Amendment, Second Amendment and Third Amendment thereto, executed by the Parties shall remain in full force and effect except as specifically amended herein.

7.19 This Third Amendment may be executed in up to four (4) counterparts, each of which shall be deemed to be an original.

7.20 The City and/or the CRA shall reasonably encourage the participation of, and utilization of, small and minority businesses, specifically, but not limited to, a financial advisor, bond counsel, underwriters' counsel and underwriting services in the development of the redevelopment projects of the City.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the Parties hereto have made and executed this THIRD AMENDMENT to the Interlocal Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on the 24th day of March, 2009; and the CITY OF DANIA BEACH, signing by and through its Mayor, duly authorized to execute same and the DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY, signing by and through its Chair, duly authorized to execute same.

COUNTY

ATTEST:

Asst. County Administrator and
Ex-Officio Clerk of the Board
of County Commissioners of
Broward County

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

By _____ Vice Mayor

24th day of March, 2009

Approved as to form by:
Office of County Attorney
Broward County, Florida
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Facsimile: (954) 357-6968

By _____

Assistant County Attorney

12th day of March, 2009

THIRD AMENDMENT TO INTERLOCAL AGREEMENT AMONG BROWARD COUNTY, CITY OF DANIA BEACH AND DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY

CITY OF DANIA BEACH

ATTEST:

Louise Stilson, CMC, City Clerk

Colin Donnelly
Acting City Manager

DANIA BEACH, through its

By_____
Albert C. Jones, Mayor-Commissioner

11 day of MARCH, 2009

Approved as to form:

By_____
Thomas J. Ansbro, City Attorney

11th day of March, 2009

THIRD AMENDMENT TO INTERLOCAL AGREEMENT AMONG BROWARD COUNTY, CITY OF DANIA BEACH AND DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY

COMMUNITY REDEVELOPMENT AGENCY

WITNESSES:

Colin Donnelly, Acting City Manager

Louise Stilson, CMC, City Clerk

DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY

By _____
Albert C. Jones, Chairman

11 day of MARCH, 2009

Approved as to form:

By _____
Thomas J. Ansbro, City Attorney

11th day of March, 2009

FOURTH AMENDMENT TO DANIA BEACH INTERLOCAL AGREEMENT

This is the Fourth Amendment to the Dania Beach Interlocal Agreement ("Fourth Amendment"), made this 28 day of Sept., 2010, by and between the following:

Broward County, Florida
a political subdivision of the State of Florida
(the "County"),

and

City of Dania Beach, Florida, a municipal
corporation under the laws of the State of
Florida (the "City"),

and

The Dania Beach Community Redevelopment
Agency, or its successor, a public body
corporate and politic (the "CRA").

WHEREAS, on April 20, 2004, the County, the City and the CRA entered into an Interlocal Agreement ("Dania Beach Interlocal Agreement" or "Interlocal Agreement") pursuant to which it was agreed that the County method of investment in any redevelopment activities proposed by the City and/or the CRA, during the term of the Interlocal Agreement and any amendments thereto, and pursuant to the adopted Dania Beach Community Redevelopment Plan, would be implemented pursuant to the requirements and criteria of the funding program, established by the County, known as the Redevelopment Capital Program ("RCP"); and

WHEREAS, pursuant to the Interlocal Agreement, the basis of any amendment and extension to the term of the Interlocal Agreement would be the submission by the City and/or the CRA to the County, of a proposed community redevelopment project(s) within the term of the Interlocal Agreement and the successful negotiations by and between the City, the CRA and the County pertaining to same; and

WHEREAS, pursuant to the Interlocal Agreement, the basis of any amendment will include an implementation schedule and critical path timeline for the proposed community redevelopment project(s);

WHEREAS, on February 21, 2006, the County, the City and the CRA entered into the First Amendment to the Dania Beach Interlocal Agreement (the "First Amendment"), pursuant to which the County agreed to fund by way of one or more loans which, subject to the terms and conditions thereof, could be converted to grant(s),

for certain infrastructure improvements as described in the First Amendment within the Dania Beach RCP Redevelopment Area up to the total amount of Six Million Three Hundred Forty-Five Thousand Eight Hundred Sixty-Six Dollars ($6,345,866.00) from the RCP; and

WHEREAS, the City and/or the CRA thereafter subsequently proceeded to complete the infrastructure improvements identified in the First Amendment, utilizing its own funds and other funding sources, and did not utilize any of the Six Million Three Hundred Forty-Five Thousand Eight Hundred Sixty-Six and no/100 Dollars ($6,345,866.00) from the RCP committed under the First Amendment; and

WHEREAS, the City and the CRA then identified additional projects or improvements to replace those identified in the First Amendment, and sought to utilize the funds committed under the First Amendment for such purposes; and

WHEREAS, the City and the CRA then sought funding for the additional projects, specifically, for the reimbursement of the costs of acquisition of the property commonly known as Parcel 109, in the amount of Two Million Three Hundred Thirty-Four Thousand Two Hundred and no/100 Dollars ($2,334,200.00) (the "Parcel 109 Reimbursement") and funding for a portion of a parking structure or garage, related to new private redevelopment, in the amount not to exceed Three Million One Hundred Thousand and no/100 Dollars ($3,100,000.00), adjacent to City Hall and the Library, which funds are hereinafter referred to as the "Parking Garage Funds," together with such future project(s) that would be the subject of future application(s) by the CRA to the County and future amendments resulting therefrom, provided such future amendments are executed on or before February 21, 2011, not to exceed the total sum of Six Million Three Hundred Forty-Five Thousand Eight Hundred Sixty-Six and no/100 Dollars ($6,345,866.00) contemplated by the First Amendment; and

WHEREAS, the County, the City, and the CRA, having negotiated the parameters for such Parking Garage Funds and the terms and conditions thereof, following Board approval on February 24, 2009, entered into the Second Amendment to Dania Beach Interlocal Agreement (the "Second Amendment") to effectuate the same; and

WHEREAS, pursuant to the Second Amendment, the Board approved funding not to exceed Three Million One Hundred Thousand and no/100 Dollars ($3,100,000.00) to fund approximately 138 parking spaces, but not less than 125 nor more than 175, in a parking structure/garage. The RCP funds were to be provided as a five-year interest-free loan(s) which could convert to a grant(s) with conditions similar to those for the Parcel 109 Reimbursement, which funding has been addressed in the Third Amendment to the Dania Beach Interlocal Agreement (the "Third Amendment") entered into on March 24, 2009, by and between the County, the City and the CRA; and

WHEREAS, the funding and implementation requirements of the Third Amendment have been completed; and

WHEREAS, with respect to the Second Amendment, while the previously approved funding was not to exceed Three Million One Hundred Thousand and no/100 Dollars ($3,100,000.00) for approximately 138 parking spaces, but not less than 125 nor more than 175, in the parking structure/garage, which spaces were to be in addition to the 250 spaces for use by the Library and City Hall, the CRA, on July 20, 2010, has now requested RCP funding for an additional 15 spaces, which raises the total number of spaces in support of private redevelopment from 175 to 190 spaces in a new parking structure of 440 total spaces; and

WHEREAS, based upon the July 20, 2010 request of the CRA, the lower actual cost of construction and the change to 440 parking spaces, the County has determined that the City and the CRA have provided sufficient documentation to support a loan convertible to a grant for the subject 190 parking spaces, based on similar loan-to-grant conversion provisions, with a 5-year interest-free mechanism, to those already provided in the First Amendment, the Second Amendment (Parking Garage Funds) and the Third Amendment (Parcel 109 Reimbursement now completed); and

WHEREAS, based on the lower cost and change to the 440 parking spaces, the proportional cost for the now 190 parking spaces is Two Million Five Hundred Ninety Thousand Nine Hundred Nine and no/100 Dollars ($2,590,909.00), which amount will be processed for disbursement by the County upon approval and execution of this Fourth Amendment and contemporaneous execution of a Loan Agreement and Promissory Note, based on the approved funding mechanism previously utilized in the First, Second and Third Amendments; and

WHEREAS, on July 20, 2010, the CRA also requested RCP funding related to the parking garage for a security system and gate-arm entry system; and

WHEREAS, the City and the CRA have provided sufficient documentation to support a loan convertible to a grant for the subject security system in the amount of One Hundred Forty Thousand and no/100 Dollars ($140,000.00), based on similar loan-to-grant conversion provisions, with a 5-year interest-free mechanism, to those already provided in the First Amendment, the Second Amendment (Parking Garage Funds) and the Third Amendment (Parcel 109 Reimbursement now completed) and which amount will be processed for disbursement by the County upon approval and execution of this Fourth Amendment and contemporaneous execution of a Loan Agreement and Promissory Note; and

WHEREAS, the County will not, to date, disburse any RCP funds for the gate-arm entry system until the City and the CRA have provided sufficient documentation, which documentation shall include executed contracts, to support a loan convertible to a grant for the subject gate-arm entry system in an amount not to exceed Two Hundred Seventy-Three Thousand Seven Hundred Ninety and no/100 Dollars ($273,790.00), based on similar loan-to-grant conversion provisions, with a 5-year interest-free mechanism, to those already provided in the First Amendment, the Second Amendment

(Parking Garage Funds) and the Third Amendment (Parcel 109 Reimbursement now completed) and which amount will be processed for disbursement by the County upon review of such documentation and execution of a Loan Agreement and Promissory Note; and

WITNESSETH, that for and in consideration of the mutual covenants and agreements contained herein, the County, the City and the CRA agree as follows:

1. The truth and accuracy of each "WHEREAS" clause set forth above is acknowledged by the parties and the recitals contained are incorporated herein.

2. Section 1.8 of the Dania Beach Interlocal Agreement is hereby amended to read as follows:

   1.8 The total County funding amount from the Redevelopment Capital Program payable to the CRA, for the Parcel 109 Reimbursement and Parking Garage Funds, <u>as redefined pursuant to this Fourth Amendment, together with the security system and gate-arm entry system and</u> such future project(s) that will be the subject of future application(s) by the CRA to the County and future amendments resulting therefrom, provided such future amendments are executed on or before February 21, 2011, shall not exceed the sum of Six Million Three Hundred Forty-Five Thousand Eight Hundred Sixty-Six <u>and no/100</u> Dollars ($6,345,866.00). All amounts paid by the County shall <u>continue to</u> be deposited into the Redevelopment Trust Fund established by the City or the CRA and expended solely as authorized by the Act and the Interlocal Agreement, as amended.

3. Section 4 of the Dania Beach Interlocal Agreement, as created by paragraph 7 of the First Amendment, and as further amended by the Second and Third Amendments, and in addition and similar to the provisions of the Third Amendment, is hereby further amended and supplemented to read, specifically regarding the Parking Garage Funds pursuant to the provisions of the Second Amendment, as follows:

   4.0 <u>COUNTY FUNDING OF INFRASTRUCTURE IMPROVEMENTS</u>

   4.1 <u>The Parking Garage Funds, as defined in the Second Amendment, with funding for the actual cost not to exceed Three Million One Hundred Thousand and no/100 Dollars ($3,100,000.00) for approximately 138 spaces, but not less than 125 spaces nor more than 175 spaces, which spaces are in addition to 250 spaces for use by the Library and City Hall, are hereby redefined to include an additional 15 spaces, which raises the total number of parking spaces in support of private redevelopment from 175 to 190 spaces in a parking structure of 440 spaces. Based on a lower per space</u>

cost, the proportional cost of the 190 spaces is Two Million Five Hundred Ninety Thousand Nine Hundred Nine and no/100 Dollars ($2,590,909.00), which will be processed for disbursement by the County upon approval of this Fourth Amendment and execution of appropriate Loan Agreement(s) and Promissory Note(s). In addition to this amount, the Parking Garage Funds shall include an additional One Hundred Forty Thousand and no/100 Dollars ($140,000.00), requested by the City/CRA, for a security system for the parking garage, to be processed for disbursement upon approval of this Fourth Amendment and execution of appropriate Loan Agreement(s) and Promissory Note(s), and further, an amount equal to the actual cost not to exceed Two Hundred Seventy-Three Thousand Seven Hundred Ninety and no/100 Dollars ($273,790.00) for a gate-arm entry system, to be disbursed by the County after appropriate documentation is presented, including a contract, duly reviewed by the County, together with execution of an additional Loan Agreement(s) and Promissory Note(s).

The differential between the initial County commitment for the Parking Garage Funds of Three Million One Hundred Thousand and no/100 Dollars ($3,100,000.00) and the funding for the now redefined Parking Garage Funds totaling Three Million Four Thousand Six Hundred Ninety-Nine and no/100 Dollars ($3,004,699.00), is Ninety-Five Thousand Three Hundred One and no/100 Dollars ($95,301.00), which sum shall be added to the Nine Hundred Eleven Thousand Six Hundred Sixty-Six and no/100 Dollars ($911,666.00) differential remaining after the Third Amendment, totaling One Million Six Thousand Nine Hundred Sixty-Seven and no/100 Dollars ($1,006,967.00), and shall be available to the CRA for future projects that will be the subject of future application(s) by the CRA to the County and future amendments resulting therefrom, provided such future amendments must be executed on or before February 21, 2011. Should the actual cost of the gate-arm entry system be less than the not to exceed amount of Two Hundred Seventy-Three Thousand Seven Hundred Ninety and no/100 Dollars ($273,790.00), the difference will be added to the amount available to the CRA for future projects.

4.2 The County funding will be exercised as to the Parking Garage Funds, as redefined herein, only after submission by the City and/or CRA to the County of an application therefore, including an implementation schedule and critical path timeline, which the County acknowledges have been submitted.

County funding for any future public improvements will be exercised only after submission by the City and/or CRA to the County of an application and documentation therefore, including an implementation schedule and critical path timeline.

4.3 In addition to the provisions of the Third Amendment for the Parcel 109 Reimbursement, t~~T~~he County will lend the actual cost not to exceed ~~$3,100,000~~ Three Million Four Thousand Six Hundred Ninety-Nine and no/100 Dollars ($3,004,699.00), for ~~no less than 125 spaces nor more than 175 spaces,~~ 190 spaces of all spaces in the Parking Garage in excess of 250 spaces, at a projected cost of ~~$22,463.77~~ Thirteen Thousand Six Hundred Thirty-Six and 36/100 Dollars ($13,636.36) per space, a security system and a gate-arm entry system, as more fully provided in the ~~Application~~ documentation submitted therefore.

4.4 ~~The County loan(s) of the Parking Garage Funds shall be made when sufficient documentation (e.g. permits and contracts) that evidences when the Parking Garage construction will commence is submitted and reviewed in final by the County for sufficiency and completeness, and a mutually acceptable loan agreement executed.~~

The County loan(s) of the Parking Garage Funds for the 190 parking spaces ($2,590,909) and the security system ($140,000.00) shall be processed for disbursement within thirty (30) days of execution of this Fourth Amendment, Loan Agreement(s), and Promissory Note(s) by appropriate parties thereto, and the not to exceed amount of Two Hundred Seventy-Three Thousand Seven Hundred Ninety and no/100 Dollars ($273,790.00) for the gate-arm entry system will be disbursed when appropriate documentation is submitted, duly reviewed by the County, and a Loan Agreement and Promissory Note are executed.

. . .

4.7 In addition and similar to the provisions of the Third Amendment for the Parcel 109 Reimbursement loan, Section 4.7 of the Second Amendment related to the Parking Garage Funds is amended as follows.

The County shall provide a grant(s) on the Parking Garage Funds, as redefined herein, loan(s) up to the amount(s) of the original Parking Garage Funds loan(s) if both of the following conditions are met: 1) ~~all~~ Parking Garage improvements (parking garage, security system, and gate-arm entry system) associated with the loan(s) are completed within five (5) years from the effective date of this

~~Second~~ Fourth Amendment or lesser timeframe, if any, provided in the Library Agreement, and 2) the City/CRA demonstrates that the County's share of the revenue generated by the net increase in the tax base due to specific private redevelopment projects within the Dania Beach RCP Redevelopment Area boundaries over 20 years (measured from the effective date of the First Amendment dated February 21, 2006) is expected to equal or exceed the amount of the original Parking Garage Funds loan(s).

4.7.1 If conditions 1) and 2) of Section 4.7 are met, the Parking Garage Funds loan(s) shall convert to a grant(s), through formal request by the City/CRA, as follows: 1) one-third of the amount of the loan(s) or one-third of the County's share of the revenue generated by the expected net increase in the tax base due to specific private redevelopment project(s), whichever is less, will convert to a grant(s) at the time of the approval of the requisite permitting for the private redevelopment project(s), and appropriate documentation of the completion of the associated Parking Garage improvements (parking garage, security system and gate-arm entry system); 2) an additional one-third of the amount of the loan(s) or one-third of the County's share of the revenue generated by the expected net increase in the tax base due to specific private redevelopment project(s), whichever is less, will convert to grant(s) at the time when the City/CRA provides documentation to the County that 50% of the total project floors are erected; and, 3) the remaining one-third of the amount of the loan(s) or one-third of the County's share of the revenue generated by the expected net increase in the tax base due to specific private redevelopment project(s), whichever is less, will convert to a grant(s) at the time of the completion of the private redevelopment project(s) evidenced by the issuance of all applicable Certificates of Occupancy.

4.8 In addition and similar to the provisions of the Third Amendment, Section 4.8 of the Second Amendment is amended as follows.

If conditions 1) and 2) of Section 4.7 herein are not met, the Parking Garage Funds loan(s), as redefined by this Fourth Amendment, must be repaid to the Redevelopment Capital Program by the City or CRA over a 15-year period commencing at the end of the initial five-year interest-free period, ~~as provided by Section 4.5 herein,~~ with interest at the Municipal Market Data (MMD) "A" revenue bond rate as in effect at the time repayment begins. In no event shall the term of the loan(s) exceed twenty (20)

years: five years interest free, and up to 15 years at the MMD "A" revenue bond rate.

4.9 In no event shall the total amount of County grant(s) and loan(s) for the Parcel 109 Reimbursement, Parking Garage Funds, as redefined by this Fourth Amendment , and any future project(s) that will be the subject of future application(s) by the CRA to the County and future amendments resulting therefrom, which must be executed on or before February 21, 2011, exceed Six Million Three Hundred Forty-Five Thousand Eight Hundred Sixty-Six and no/100 Dollars ($6,345,866.00).

. . .

4.11 ~~In addition to the provisions of the Second Amendment as applicable to the Parking Garage Funds loan, t~~The calculation of the net increase in the tax base over 20 years, which is Condition 2 of Section 4.7 herein, is as follows:

4.11.1 The net present value of the County's share of the revenue generated by the net increase in the tax base from all private redevelopment projects within the Dania Beach RCP Redevelopment Area boundaries shall be calculated based on the following parameters:

Estimated Project Value:	Project costs (Land & Improvements)
Property Assessment Rate:	85% of Project Cost
Collection Rate:	95%
Property Appreciation Rate:	4%
Payback Term:	20 Years from the effective date of the First Amendment, February 21, 2006, but may be less than 20 years depending on the year the private redevelopment project(s) become part of the tax base.
County Millage:	Effective County Millage at the time of grant consideration
Discount Rate:	The interest rate from the table of "A" General Obligation yields produced by "Municipal Market Data" and

published in the Bond Buyer for the 20-year maturity in the proposed project financing or funding plan. The actual rate used shall be the interest rate published within five (5) days prior to the date of submittal of the request for grant funds by the City/CRA to the County.

4.11.2 The net increase in the tax base is the difference between the assessed (85%) value of the various redevelopment projects including land and improvements, and the taxable value of the existing property including land and improvements ~~as of the date of this Third Amendment~~. If a property was acquired by the County, the City or the CRA for the purpose of redevelopment, within the last 4 years, the taxable value will be the latest available taxable value increased annually by the growth in the tax base within the Dania Beach RCP Redevelopment Area.

. . .

4. Section 5 of the Dania Beach Interlocal Agreement, as created by paragraph 8 of the First Amendment, and further amended by paragraph 5 of the Second and Third Amendments, shall remain unchanged and its provisions fully applicable to this Fourth Amendment.

5. Section 6 of the Dania Beach Interlocal Agreement, as created by paragraph 9 of the First Amendment and amended by paragraph 6 of the Second and Third Amendments, shall remain unchanged and its provisions fully applicable to this Fourth Amendment.

6. Section 4.0, MISCELLANEOUS of the Dania Beach Interlocal Agreement, as amended by paragraph 10 of the First Amendment and paragraph 7 of the Second and Third Amendments, as applicable to this Fourth Amendment, is hereby amended to read as follows:

7.0 MISCELLANEOUS

7.1 Effective Date: The effective date of this ~~Third~~ Fourth Amendment shall be on the date it is fully executed by the parties.

7.2 Joint Preparation: The preparation of this ~~Third~~ Fourth Amendment has been a joint effort of the Parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

7.3 Merger: The Dania Beach Interlocal Agreement, as amended, incorporates and includes all prior negotiations, correspondence, agreements or understandings applicable to the matter contained herein; and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Interlocal Agreement, as amended, that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no change, amendment, alteration or modification in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith by all Parties to the Dania Beach Interlocal Agreement, as amended.

7.4 Assignment: The respective obligations of the Parties set forth in the Dania Beach Interlocal Agreement, as amended, shall not be assigned, in whole or in part, without the written consent of the other party.

7.5 Recordation/Filing: The County Administrator as the Ex-Officio Clerk of the Broward County Board of County Commissioners is hereby authorized and directed after approval of this ~~Third~~ Fourth Amendment, by the governing body of the City/CRA and the County and the execution thereof by the duly qualified and authorized officers of each of the Parties hereto to file the Dania Beach Interlocal Agreement, and amendments thereto, with the Clerk of Broward County, Florida, as required by Section 163.01(11), Florida Statutes.

7.6 Contract Administrators: The Contract Administrators for the Dania Beach Interlocal Agreement and amendments thereto are the Dania Beach City Manager, or designee, and the County Administrator, or designee. In the implementation of the terms and conditions of the Dania Beach Interlocal Agreement, as amended, as contrasted with matters of policy specifically established by the respective commissioners through resolutions and/or ordinances, all parties may rely upon instructions or determinations made by the respective Contract Administrators.

7.7 Notices: Whenever either party desires to give notice to the other, such notice must be in writing and sent by United States mail, return receipt requested, courier evidenced by a delivery receipt, facsimile evidenced by a delivery receipt, or by an overnight express delivery service evidenced by a delivery receipt, addressed

to the party for whom it is intended at the place last specified; and the place for giving notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this section. For the present, the Parties designate the following as the respective places for giving notice. Notice shall be effective upon delivery as evidenced by a delivery receipt.

FOR COUNTY: County Administrator
Broward County Governmental Center
115 South Andrews Avenue
Fort Lauderdale, FL 33301

With a copy to: Environmental Protection and Growth Management Department
Room 329B, Governmental Center
115 South Andrews Avenue
Fort Lauderdale, FL 33301

FOR CITY: City Manager
City of Dania Beach
100 West Dania Beach Boulevard
Dania Beach, FL 33004

With a copy to: City Clerk
City of Dania Beach
100 West Dania Beach Boulevard
Dania Beach, FL 33004

FOR CRA: City Clerk
City of Dania Beach
100 West Dania Beach Boulevard
Dania Beach, FL 33304

7.8. Governing Law and Venue: The Dania Beach Interlocal Agreement and amendments thereto shall be governed, construed and controlled according to the laws of the State of Florida without regard to its conflict of laws provision. Any claim, objection or dispute arising out of the terms of the Dania Beach Interlocal Agreement and amendments thereto shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.

7.9 Severability: In the event a portion of the Dania Beach Interlocal Agreement and amendments thereto is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless the City and/or the CRA or the County elect to terminate the Dania Beach Interlocal Agreement.

An election to terminate the Dania Beach Interlocal Agreement, as amended, based upon this provision shall be made within seven (7) calendar days after the court's determination becomes final. For the purposes for this section, "final" shall mean the expiration of time within which to file an appeal or the conclusion of any appellate proceeding and the granting of an order. In such event, the Parties agree to cooperate fully with the other to effectuate a smooth transaction of services.

7.10 Amendments: Except as expressly authorized in the Dania Beach Interlocal Agreement or amendments thereto, 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 the Dania Beach Interlocal Agreement and executed by the Parties.

7.11 Third Party Beneficiaries: Neither City, County nor CRA intend that any person shall have cause of action against either of them as a third party beneficiary under the Dania Beach Interlocal Agreement or amendments thereto. Therefore, the Parties agree that there are no third party beneficiaries to the Dania Beach Interlocal Agreement and that no third party shall be entitled to assert a claim against either of them based upon the Dania Beach Interlocal Agreement or amendments thereto. The Parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under the Dania Beach Interlocal Agreement or amendments thereto.

7.12 Force Majeure: Unless otherwise governed by the Dania Beach Interlocal Agreement or amendments thereto, or by federal or state law or regulations, neither party shall be obligated to perform under the Dania Beach Interlocal Agreement or amendments thereto, if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, act of God, riot or civil commotion, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense. In no event shall lack of funds on the part of either party be deemed Force Majeure. Either party desiring to rely upon such a cause shall, when the cause arises, give prompt written notice thereof to the other party and, when the cause ceases to exist, shall give prompt written notice thereof to the other party. Both parties agree to use their best efforts to minimize the effects of such cause that would give rise to the operation of this provision.

7.13 Nondiscrimination: The decision of the Parties hereto regarding the delivery of services under the Dania Beach Interlocal Agreement or amendments thereto, shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16½), national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

7.14 Gender: Whenever any words are used in the Dania Beach Interlocal Agreement or amendments thereto, in the masculine gender, they shall be construed as though they were also used in the feminine or neuter gender in all situations where they would so apply, and whenever any words are used in this Interlocal Agreement or amendments thereto in the singular form, they shall be construed as though they were also used in the plural form in all situations where they would so apply.

7.15 The Parties shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16½) in performing any services pursuant to this Interlocal Agreement or amendments thereto.

7.16 The Parties agree that an extraordinary majority vote (4/5) of the Dania City Commission and the CRA, as applicable, shall be required in order to institute any eminent domain proceeding or to acquire any property exceeding the appraised value within the Community Redevelopment area.

7.17 That in the event of any conflict or ambiguity by and between the terms and provisions of this ~~Third~~ Fourth Amendment to the original Dania Beach Interlocal Agreement and the original Dania Beach Interlocal Agreement, First Amendment ~~or~~, Second Amendment or Third Amendment thereto, the terms and provisions of this ~~Third~~ Fourth Amendment shall control to the extent of any such conflict or ambiguity.

7.18 That the original Dania Beach Interlocal Agreement, as amended by the First Amendment, Second Amendment ~~and~~, Third Amendment and Fourth Amendment thereto, executed by the Parties shall remain in full force and effect except as specifically amended herein.

7.19 This Fourth Amendment may be executed in up to four (4) counterparts, each of which shall be deemed to be an original.

7.20 The City and/or the CRA shall reasonably encourage the participation of, and utilization of, small and minority businesses, specifically, but not limited to, a financial advisor, bond counsel, underwriters' counsel and underwriting services in the development of the redevelopment projects of the City.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the Parties hereto have made and executed this FOURTH AMENDMENT to the Interlocal Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on the 28 day of September, 2010; and the CITY OF DANIA BEACH, signing by and through its Mayor, duly authorized to execute same and the DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY, signing by and through its Chair, duly authorized to execute same.

COUNTY

ATTEST:

for County Administrator and
Ex-Officio Clerk of the Board
of County Commissioners of
Broward County

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

By _____
Mayor

28 day of September, 2010

Approved as to form by:
Office of County Attorney
Broward County, Florida
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Facsimile: (954) 357-6968

By _____

Assistant County Attorney

15th day of September, 2010

FOURTH AMENDMENT TO INTERLOCAL AGREEMENT AMONG BROWARD COUNTY, CITY OF DANIA BEACH AND DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY

CITY OF DANIA BEACH

ATTEST:

City Clerk

City Manager

DANIA BEACH, through its

By_____, Mayor-Commissioner

14 day of SEPTEMBER, 2010

Approved as to form:

By_____, City Attorney

14 day of SEPTEMBER, 2010

FOURTH AMENDMENT TO INTERLOCAL AGREEMENT AMONG BROWARD COUNTY, CITY OF DANIA BEACH AND DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY

COMMUNITY REDEVELOPMENT AGENCY

WITNESSES:

_____, City Manager

_____, City Clerk

DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY

By_____, Chairman

14 day of SEPTEMBER, 2010

Approved as to form:

By_____, City Attorney

14 day of SEPTEMBER, 2010

DANIA BEACH
COMMUNITY REDEVELOPMENT AGENCY

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DANIA BEACH

COMMUNITY REDEVELOPMENT AGENCY

FIFTH AMENDMENT TO DANIA BEACH INTERLOCAL AGREEMENT

This is the Fifth Amendment to the Dania Beach Interlocal Agreement ("Fifth Amendment"), made this 8th day of February, 2011, by and between the following:

Broward County, Florida
a political subdivision of the State of Florida
(the "County"),

and

City of Dania Beach, Florida, a municipal
corporation under the laws of the State of
Florida (the "City"),

and

The Dania Beach Community Redevelopment
Agency, or its successor, a public body
corporate and politic (the "CRA").

WHEREAS, on April 20, 2004, the County, the City and the CRA entered into an Interlocal Agreement ("Dania Beach Interlocal Agreement" or "Interlocal Agreement") pursuant to which it was agreed that the County method of investment in any redevelopment activities proposed by the City and/or the CRA, during the term of the Interlocal Agreement and any amendments thereto, and pursuant to the adopted Dania Beach Community Redevelopment Plan, would be implemented pursuant to the requirements and criteria of the funding program, established by the County, known as the Redevelopment Capital Program ("RCP"); and

WHEREAS, pursuant to the Interlocal Agreement, the basis of any amendment and extension to the term of the Interlocal Agreement would be the submission by the City and/or the CRA to the County, of a proposed community redevelopment project(s) within the term of the Interlocal Agreement and the successful negotiations by and between the City, the CRA and the County pertaining to same; and

WHEREAS, pursuant to the Interlocal Agreement, the basis of any amendment will include an implementation schedule and critical path timeline for the proposed community redevelopment project(s);

WHEREAS, on February 21, 2006, the County, the City and the CRA entered into the First Amendment to the Dania Beach Interlocal Agreement (the "First Amendment"), pursuant to which the County agreed to fund by way of one or more loans which, subject to the terms and conditions thereof, could be converted to grant(s), for certain infrastructure improvements as described in the First Amendment within the

Dania Beach RCP Redevelopment Area up to the total amount of Six Million Three Hundred Forty-five Thousand Eight Hundred Sixty-six and no/100 Dollars ($6,345,866.00) from the RCP; and

WHEREAS, the City and/or the CRA thereafter subsequently proceeded to complete the infrastructure improvements identified in the First Amendment, utilizing its own funds and other funding sources, and did not utilize any of the Six Million Three Hundred Forty-five Thousand Eight Hundred Sixty-six and no/100 Dollars ($6,345,866.00) from the RCP committed under the First Amendment; and

WHEREAS, the City and the CRA then identified additional projects or improvements to replace those identified in the First Amendment, and sought to utilize the funds committed under the First Amendment for such purposes; and

WHEREAS, the City and the CRA then sought funding for the additional projects, specifically, for the reimbursement of the costs of acquisition of the property commonly known as Parcel 109, in the amount of Two Million Three Hundred Thirty-four Thousand Two Hundred and no/100 Dollars ($2,334,200.00) (the "Parcel 109 Reimbursement") and funding for a portion of a parking structure or garage, related to new private redevelopment, in the amount not to exceed Three Million One Hundred Thousand and no/100 Dollars ($3,100,000.00), adjacent to City Hall and the Library, which funds are hereinafter referred to as the "Parking Garage Funds," together with such future project(s) that would be the subject of future application(s) by the CRA to the County and future amendments resulting therefrom, provided such future amendments are executed on or before February 22, 2011, not to exceed the total sum of Six Million Three Hundred Forty-five Thousand Eight Hundred Sixty-six and no/100 Dollars ($6,345,866.00) contemplated by the First Amendment; and

WHEREAS, the County, the City, and the CRA, having negotiated the parameters for such Parking Garage Funds and the terms and conditions thereof, following Board approval on February 24, 2009, entered into the Second Amendment to Dania Beach Interlocal Agreement (the "Second Amendment") to effectuate the same; and

WHEREAS, pursuant to the Second Amendment, the Board approved funding not to exceed Three Million One Hundred Thousand and no/100 Dollars ($3,100,000.00) to fund approximately 138 parking spaces, but not less than 125 nor more than 175, in a parking structure/garage. The RCP funds were to be provided as a five-year interest-free loan(s) which could convert to a grant(s) with conditions similar to those for the Parcel 109 Reimbursement, which funding has been addressed in the Third Amendment to the Dania Beach Interlocal Agreement (the "Third Amendment") entered into on March 24, 2009, by and between the County, the City and the CRA; and

WHEREAS, the funding and implementation requirements of the Third Amendment have been completed; and

WHEREAS, with respect to the Second Amendment, while the previously approved funding for the Parking Garage Funds was not to exceed Three Million One Hundred Thousand and no/100 Dollars ($3,100,000.00) for approximately 138 parking spaces, but not less than 125 nor more than 175, in the parking structure/garage, which spaces were to be in addition to the 250 spaces for use by the Library and City Hall, the CRA, on July 20, 2010, requested RCP funding for an additional 15 spaces, which raised the total number of spaces in support of private redevelopment from 175 to 190 spaces in a new parking structure of 440 total spaces; and

WHEREAS, on September 28, 2010, the County, the City and the CRA entered into the Fourth Amendment to the Dania Beach Interlocal Agreement (the "Fourth Amendment") to provide funding for the proportional cost of the 190 parking spaces in the new parking structure of 440 spaces, in the amount of Two Million Five Hundred Ninety Thousand Nine Hundred Nine and no/100 Dollars ($2,590,909.00), which amount was disbursed by the County upon approval and execution of the Fourth Amendment and contemporaneous execution of a Loan Agreement and Promissory Note, based on similar loan-to-grant conversion provisions, with a 5-year interest-free mechanism, to those already provided in the First Amendment, the Second Amendment (Parking Garage Funds, as amended by the Fourth Amendment) and the Third Amendment (Parcel 109 Reimbursement now completed); and

WHEREAS, on July 20, 2010, the CRA also requested RCP funding related to the parking garage for a security system and gate-arm entry system; and

WHEREAS, the Fourth Amendment also provided for a loan convertible to a grant for the parking garage security system in the amount of One Hundred Forty Thousand and no/100 Dollars ($140,000.00), based on similar loan-to-grant conversion provisions, with a 5-year interest-free mechanism, to those already provided in the First Amendment, the Second Amendment (Parking Garage Funds, as amended by the Fourth Amendment) and the Third Amendment (Parcel 109 Reimbursement now completed) and which amount was disbursed by the County upon approval and execution of the Fourth Amendment and contemporaneous execution of a Loan Agreement and Promissory Note; and

WHEREAS, the County will not, to date, disburse any RCP funds for the gate-arm entry system until the City and the CRA have provided sufficient documentation, which documentation includes an executed contract(s), to support a loan convertible to a grant for the subject gate-arm entry system in an amount not to exceed Two Hundred Seventy-three Thousand Seven Hundred Ninety and no/100 Dollars ($273,790.00), based on similar loan-to-grant conversion provisions, with a 5-year interest-free mechanism, similar to those already provided in the First Amendment, the Second Amendment (Parking Garage Funds, as amended by the Fourth Amendment) the Third Amendment (Parcel 109 Reimbursement now completed), and the Fourth Amendment and which amount will be processed for disbursement by the County upon review of such documentation and execution of a Loan Agreement and Promissory Note, which

shall occur within ninety (90) days of the effective date of this Fifth Amendment or the City and CRA agree to relinquish claim to said funding; and

WHEREAS, the term of the Interlocal Agreement, as amended, expires on February 22, 2011, the County, the City and the CRA hereby agree that the balance of the RCP funds allotted by the County, in the amount of One Million Six Thousand Nine Hundred Sixty-seven and no/100 Dollars ($1,006,967.00), plus any funds remaining if the actual cost of the gate-arm entry system is less than the not-to-exceed commitment of $273,790 or if the gate-arm entry system contract is not signed within ninety (90) days of this Fifth Amendment, shall remain with the County, and the City and the CRA shall have no further claim to such monies after February 22, 2011; and

WHEREAS, notwithstanding the expiration of the Interlocal Agreement and amendments thereto, the Loan Agreements and Promissory Notes executed by and among the County, the City and CRA pursuant thereto shall survive and establish provisions for repayment or conversion to grants.

WITNESSETH, that for and in consideration of the mutual covenants and agreements contained herein, the County, the City and the CRA agree as follows:

1. The truth and accuracy of each "WHEREAS" clause set forth above is acknowledged by the parties and the recitals contained are incorporated herein.

2. Section 1.8 of the Dania Beach Interlocal Agreement is hereby amended to read as follows:

   1.8 The total County funding amount from the Redevelopment Capital Program payable to the CRA, for the Parcel 109 Reimbursement and Parking Garage Funds, as redefined pursuant to ~~this~~ the Fourth Amendment, together with the security system and gate-arm entry system and such future project(s) that will be the subject of future application(s) by the CRA to the County and future amendments resulting therefrom, provided such future amendments are executed on or before February ~~21~~ 22, 2011, shall not exceed the sum of Six Million Three Hundred Forty-five Thousand Eight Hundred Sixty-six and no/100 Dollars ($6,345,866.00). All amounts paid by the County shall continue to be deposited into the Redevelopment Trust Fund established by the City or the CRA and expended solely as authorized by the Act and the Interlocal Agreement, as amended.

   Since the term of the Dania Beach Interlocal Agreement and all five amendments thereto expires on February 22, 2011, unless a new public improvement has been presented to the County for approval and disbursement of funds as of February 22, 2011, the County, the City, and the CRA hereby agree that the balance of the RCP funds allotted by the County, in the amount of One Million Six Thousand Nine Hundred Sixty-

seven and no/100 Dollars ($1,006,967.00), plus any funds remaining if the actual cost of the gate-arm entry system is less than the not-to-exceed commitment of $273,790 or if the gate-arm entry system contract is not signed within ninety (90) days of execution of this Fifth Amendment, shall remain with the County, and the City and the CRA shall have no further claim to such monies, except for the not-to-exceed commitment of Two Hundred Seventy-three Thousand Seven Hundred Ninety and no/100 Dollars ($273,790.00) for the gate-arm entry system, after February 22, 2011.

3. Section 4 of the Dania Beach Interlocal Agreement, as created by paragraph 7 of the First Amendment, and as further amended by the Second, ~~and~~ Third, and Fourth Amendments, and in addition and similar to the provisions of the Third Amendment, is hereby further amended and supplemented to read, specifically regarding the Parking Garage Funds pursuant to the provisions of the Second and Fourth Amendments, as follows:

4.0 COUNTY FUNDING OF INFRASTRUCTURE IMPROVEMENTS

4.1 The Parking Garage Funds, as defined in the Second Amendment, with funding for the actual cost not to exceed Three Million One Hundred Thousand and no/100 Dollars ($3,100,000.00) for approximately 138 spaces, but not less than 125 spaces nor more than 175 spaces, which spaces are in addition to 250 spaces for use by the Library and City Hall, are hereby redefined to include an additional 15 spaces, which raises the total number of parking spaces in support of private redevelopment from 175 to 190 spaces in a parking structure of 440 spaces. Based on a lower per space cost, the proportional cost of the 190 spaces is Two Million Five Hundred Ninety Thousand Nine Hundred Nine and no/100 Dollars ($2,590,909.00), which ~~will be processed for disbursement~~ was disbursed by the County upon approval of ~~this~~ the Fourth Amendment and execution of an appropriate Loan Agreement~~(s)~~ and Promissory Note~~(s)~~. In addition to this amount, the Parking Garage Funds ~~shall~~ includes an additional One Hundred Forty Thousand and no/100 Dollars ($140,000.00), requested by the City/CRA, for a security system for the parking garage, ~~to be processed for disbursement~~ which was disbursed upon approval of ~~this~~ the Fourth Amendment and execution of an appropriate Loan Agreement~~(s)~~ and Promissory Note~~(s)~~, and further, shall include an amount equal to the actual cost not to exceed Two Hundred Seventy-three Thousand Seven Hundred Ninety and no/100 Dollars ($273,790.00) for a gate-arm entry system, to be disbursed by the County after appropriate documentation is presented, including a contract signed within ninety (90) days of execution of this Fifth Amendment, duly reviewed by the County, together with execution

of this Fifth Amendment and an additional Loan Agreement(s) and Promissory Note.

The differential between the initial County commitment for the Parking Garage Funds of Three Million One Hundred Thousand and no/100 Dollars ($3,100,000.00) and the funding for the now redefined Parking Garage Funds totaling Three Million Four Thousand Six Hundred Ninety-nine and no/100 Dollars ($3,004,699.00), is Ninety-five Thousand Three Hundred One and no/100 Dollars ($95,301.00), which sum shall be added to the Nine Hundred Eleven Thousand Six Hundred Sixty-six and no/100 Dollars ($911,666.00) differential remaining after the Third Amendment, totaling One Million Six Thousand Nine Hundred Sixty-seven and no/100 Dollars ($1,006,967.00), plus any funds remaining if the actual cost of the gate-arm entry system is less than the not-to-exceed commitment of $273,790 or if the gate-arm entry system contract is not signed within ninety (90) days of this Fifth Amendment. ~~and shall be available to the CRA for future projects that will be the subject of future application(s) by the CRA to the County and future amendments resulting therefrom, provided such future amendments must be executed on or before February 21, 2011. Should the actual cost of the gate-arm entry system be less than the not to exceed amount of Two Hundred Seventy-Three Thousand Seven Hundred Ninety and no/100 Dollars ($273,790.00), the difference will be added to the amount available to the CRA for future projects.~~

Since the term of the Dania Beach Interlocal Agreement and all five amendments thereto expires on February 22, 2011, unless a new public improvement has been presented to the County for approval and disbursement of funds as of February 22, 2011, the County, the City and the CRA hereby agree that the balance of the RCP funds allotted by the County, in the amount of One Million Six Thousand Nine Hundred Sixty-seven and no/100 Dollars ($1,006,967.00), plus any funds remaining if the actual cost of the gate-arm entry system is less than the not-to-exceed commitment of $273,790 or if the gate-arm entry system contract is not signed within ninety (90) days of this Fifth Amendment, shall remain with the County, and the City and the CRA shall have no further claim to such monies, except for the not-to-exceed commitment of Two Hundred Seventy-three Thousand Seven Hundred Ninety and no/100 Dollars ($273,790.00) for the gate-arm entry system, after February 22, 2011.

. . .

4.4 The County loan(s) of the Parking Garage Funds for the 190 parking spaces ($2,590,909) and the security system ($140,000.00)

~~shall be processed for disbursement~~ were disbursed within thirty (30) days of execution of ~~this~~ the Fourth Amendment, and applicable Loan Agreements and Promissory Notes by appropriate parties thereto, and the not to exceed amount of Two Hundred Seventy-three Thousand Seven Hundred Ninety and no/100 Dollars ($273,790.00) for the gate-arm entry system will be disbursed when appropriate documentation is submitted, including a contract signed within ninety (90) days of execution of this Fifth Amendment, duly reviewed by the County, and this Fifth Amendment, a Loan Agreement and Promissory Note are executed by appropriate parties.

. . .

4.9 Pursuant to Section 1.8 herein, ~~I~~in no event shall the total amount of County grants and loans for the Parcel 109 Reimbursement, Parking Garage Funds, as redefined by the Fourth Amendment and this Fifth Amendment~~, and any future project(s) that will be the subject of future application(s) by the CRA to the County and future amendments resulting therefrom, which must be executed on or before February 21, 2011,~~ exceed ~~Six Million Three Hundred Forty-five Thousand Eight Hundred Sixty-six and no/100 Dollars ($6,345,866.00)~~ Five Million Three Hundred Thirty-eight Thousand Eight Hundred Ninety-nine and no/100 Dollars ($5,338,899.00).

. . .

4.13 The County, the City, and the CRA agree that all loans approved for funding through the Redevelopment Capital Program – Two Million Three Hundred Thirty-four Thousand Two Hundred and no/100 Dollars ($2,334,200.00) for acquisition of Parcel 109; Two Million Five Hundred Ninety Thousand Nine Hundred Nine and no/100 Dollars ($2,590,909.00) for one hundred ninety (190) spaces in the Parking Garage; and One Hundred Forty Thousand and no/100 Dollars ($140,000.00) for the security system - shall be amended. The loan amendments and loan agreement for the gate-arm entry system (to be executed in the future, if a contract is signed within ninety (90) days of execution of this Fifth Amendment) shall provide for full conversion(s) to grant(s), or partial conversion(s) to grant(s) if the County's share of the expected revenue generated by the net increase in the tax base from private redevelopment project(s) is less than the original loan amount(s), due to either partial completion of a specific private redevelopment project(s), or completion of a specific private redevelopment project(s) that does not generate expected County revenue equal to the full amount of the original loan. The

amount(s) converted to grant(s) may not exceed the County's share of the expected revenue generated by the net increase in the tax base from the specific private redevelopment project(s). Further, the City and CRA must make formal request to the County for a loan-to-grant conversion(s) and provide sufficient documentation to support the conversion(s) to grant(s). Contemporaneously with this Fifth Amendment, all Loan Agreements and Promissory Notes shall be amended, as applicable, to document this understanding.

4.14 The County, the City and the CRA further understand that a conversion(s) from a loan(s) to a grant(s) may occur at any time during the 20-year loan period. However, should the conversion take place after the 5-year interest-free period and repayment has begun, the conversion to a grant(s) is only for the outstanding loan balance (defined as the original loan less any conversions and repayments) at the time of conversion, and interest accrued to that date must be paid to the County. All interest paid shall be retained by County. Contemporaneously with this Fifth Amendment, all Loan Agreements and Promissory Notes shall be amended, as applicable, to document this understanding.

4. Section 5 of the Dania Beach Interlocal Agreement, as created by paragraph 8 of the First Amendment, and further amended by paragraph 5 of the Second and Third Amendments, shall remain unchanged and its provisions fully applicable to ~~this~~ the Fourth Amendment and this Fifth Amendment.

5. Section 6 of the Dania Beach Interlocal Agreement, as created by paragraph 9 of the First Amendment and amended by paragraph 6 of the Second and Third Amendments, shall remain unchanged and its provisions fully applicable to ~~this~~ the Fourth Amendment and this Fifth Amendment.

6. Section 4.0, MISCELLANEOUS of the Dania Beach Interlocal Agreement, as amended by paragraph 10 of the First Amendment and paragraph 7 of the Second, ~~and~~ Third and Fourth Amendments, as applicable to this ~~Fourth~~ Fifth Amendment, is hereby amended to read as follows:

7.0 MISCELLANEOUS

7.1 Effective Date: The effective date of this ~~Fourth~~ Fifth Amendment shall be on the date it is fully executed by the parties.

7.2 Joint Preparation: The preparation of this ~~Fourth~~ Fifth Amendment has been a joint effort of the Parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

. . .

7.5 Recordation/Filing: The County Administrator as the Ex-Officio Clerk of the Broward County Board of County Commissioners is hereby authorized and directed after approval of this ~~Fourth~~ Fifth Amendment, by the governing body of the City/CRA and the County and the execution thereof by the duly qualified and authorized officers of each of the Parties hereto to file the Dania Beach Interlocal Agreement, and amendments thereto, with the Clerk of Broward County, Florida, as required by Section 163.01(11), Florida Statutes.

. . .

7.17 That in the event of any conflict or ambiguity by and between the terms and provisions of this ~~Fourth~~ Fifth Amendment to the original Dania Beach Interlocal Agreement and the original Dania Beach Interlocal Agreement, First Amendment ~~or~~, Second Amendment ~~or~~ Third Amendment, or Fourth Amendment thereto, the terms and provisions of this ~~Fourth~~ Fifth Amendment shall control to the extent of any such conflict or ambiguity.

7.18 That the original Dania Beach Interlocal Agreement, as amended by the First Amendment, Second Amendment ~~and~~, Third Amendment, ~~and~~ Fourth Amendment, and Fifth Amendment thereto, executed by the Parties shall remain in full force and effect except as specifically amended herein.

7.19 This ~~Fourth~~ Fifth Amendment may be executed in up to four (4) counterparts, each of which shall be deemed to be an original.

. . .

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the Parties hereto have made and executed this FIFTH AMENDMENT to the Interlocal Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on the 8th day of February, 2011; and the CITY OF DANIA BEACH, signing by and through its Mayor, duly authorized to execute same and the DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY, signing by and through its Chair, duly authorized to execute same.

COUNTY

ATTEST:

for _____
County Administrator and
Ex-Officio Clerk of the Board
of County Commissioners of
Broward County

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

By _____
Mayor

22nd day of February, 2011

Approved as to form by:
Andrew J. Meyers
Interim County Attorney
Office of County Attorney
Broward County, Florida
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Facsimile: (954) 357-6968

By _____
Carl L. Kitchner
Assistant County Attorney

18th day of February, 2011

FIFTH AMENDMENT TO INTERLOCAL AGREEMENT AMONG BROWARD COUNTY, CITY OF DANIA BEACH AND DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY

CITY OF DANIA BEACH

ATTEST:

Lorraine Stilson
City Clerk

City Manager

DANIA BEACH, through its

By Charles L. McElyea
, Mayor-Commissioner

16 day of FEBRUARY, 2011

Approved as to form:

By T. J. M
, City Attorney

16 day of February, 2011

FIFTH AMENDMENT TO INTERLOCAL AGREEMENT AMONG BROWARD COUNTY, CITY OF DANIA BEACH AND DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY

COMMUNITY REDEVELOPMENT AGENCY

WITNESSES:

_____, City Manager

_____, City Clerk

DANIA BEACH
COMMUNITY REDEVELOPMENT AGENCY

DANIA BEACH COMMUNITY
REDEVELOPMENT AGENCY

By _____, Chairman

16 day of FEBRUARY, 2011

Approved as to form:

By _____, City Attorney

16 day of February, 2011

CLK/lt/ccr
#11-037
2/16/2011

COMMUNITY REDEVELOPMENT AGENCY

DANIA BEACH

EXHIBIT “B”

Promissory Note

U.S. $2,590,909.00

Fort Lauderdale, Florida
January 25, 2011

PROMISSORY NOTE

FOR VALUE RECEIVED the undersigned, the CITY OF DANIA BEACH, FLORIDA, a municipal corporation under the laws of the State of Florida, and the DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY, or its successor, a public body corporate and politic ("BORROWERS"), promise to pay to the order of BROWARD COUNTY, FLORIDA, a political subdivision of the State of Florida (the "LENDER") located at Governmental Center, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, the principal sum of Two Million Five Hundred Ninety Thousand Nine Hundred Nine and no/100 DOLLARS ($2,590,909.00), (the "Principal") plus interest (the "Interest") on the Principal after the end of the initial five (5) year interest-free period as defined in Section two (2) below:

So long as no default has occurred in the Note, Interest shall be payable at the Municipal Market Data MMD "A" revenue bond rate as in effect at the time repayment begins. Upon default in this Note, Interest shall be payable at the per annum rate of eighteen percent (18%). Interest shall accrue and be payable on an actual 360-day basis.

1. This Note evidences a Loan by LENDER to BORROWERS for the sole purpose of funding through the Broward County Redevelopment Capital Program for funds for 190 spaces of the parking garage structure, in support of private redevelopment, which spaces are in excess of the 250 spaces for Library and City Hall uses, and which are expected to spur private redevelopment and are at an actual cost

of Two Million Five Hundred Ninety Thousand Nine Hundred Nine and no/100 Dollars ($2,590,909.00), based on a projected cost of Thirteen Thousand Six Hundred Thirty-six and 36/100 Dollars ($13,636.36) per space.

2. This Note evidences a Loan by LENDER to BORROWERS upon the terms and subject to the terms and conditions set forth in the Dania Beach Interlocal Agreement, as amended by the Fourth Amendment, which Fourth Amendment is attached and made a part hereof as Exhibit "A" to the First Amendment to Loan Agreement accompanying this Note.

3. This Note replaces and supersedes the previous Note executed by BORROWERS on September 14, 2010, which Note was for the same, sole purpose of funding through the Broward County Redevelopment Capital Program for 190 spaces of the parking garage structure, in support of private redevelopment, which spaces are in excess of the 250 spaces for Library and City Hall uses, and which are expected to spur private redevelopment and are at the same actual cost of Two Million Five Hundred Ninety Thousand Nine Hundred Nine Dollars ($2,590,909.00), based on a projected cost of Thirteen Thousand Six Hundred Thirty-six and 36/100 Dollars ($13,636.36) per space. The terms and conditions of the First amendment to Loan Agreement shall govern herein.

4. The outstanding principal of the Note shall be due and payable as follows:

(a) No payments of interest or principal of the Loan shall be due within the first five (5) years from the Effective Date of the original Loan Agreement. In the event that the Loan does not convert to a grant because the conditions stated in Section 2 of the First Amendment

to Loan Agreement have not been met, the Loan shall be repaid to the LENDER by the BORROWERS over a fifteen (15) year period commencing at the end of the initial five (5) year interest free period, with the interest rate at the Municipal Market Data MMD "A" revenue bond rate as in effect at the time repayment begins. In this case, the maturity date shall be twenty (20) years or less from the Effective Date of the original Loan Agreement. In no event, shall the term of the Loan exceed twenty (20) years; five (5) years interest free, and up to fifteen (15) years at the MMD "A" revenue bond rate. One payment of Principal and Interest shall be made on or before September 30th of each year of the fifteen (15) year period, commencing September 30, 2016. An equal amount of Principal, plus the interest accrued for the year, shall become payable on each September 30, commencing September 30, 2016.

(b) This Note also provides, in furtherance of the conditions stated in Section 2 of the accompanying First Amendment to Loan Agreement, that there can be a full or partial conversion(s) to grant(s) of the Loan throughout the term of the Loan. The resulting amended loan amount would be the difference between the full amount of the original Loan and the partial loan amount(s) converted to a grant(s). If any loan-to-grant conversion occurs after the 5-year interest free period and repayment has begun pursuant to the terms herein, the amount available for conversion to a grant

is the outstanding loan balance (defined as the original Loan less any conversions and repayments) at the time of conversion, and interest accrued to that date shall be paid to the County. All interest shall be retained by County.

(c) This Note may be prepaid in whole or in part without penalty. Any prepayment shall be accompanied by an amount equal to the interest accrued thereon to the date of receipt of such prepayment in collected funds.

5. All payments hereunder shall be made to LENDER's office at: Broward County Environmental Protection and Growth Management Department, 115 South Andrews Avenue, Room 329B, Fort Lauderdale, Florida, 33301, or such other place as LENDER may from time to time designate in writing.

6. This Note shall be in default if any payment of Principal or Interest due hereunder, and/or under the Loan Agreement, as amended, dated as of the date of this Note, from BORROWERS to LENDER, is not paid as and when due, or if any event of default occurs simultaneously, as such term is defined in the accompanying First Amendment to Loan Agreement being entered into hereto. Upon default in this Note, the LENDER, at its option, may declare the entire unpaid Principal balance of this Note, together with accrued Interest, to be immediately due and payable without notice or demand. In addition to payments of Interest and Principal, if there is a default in this Note, the LENDER shall be entitled to recover from the BORROWER all of the LENDER's costs of collection, including the LENDER's attorneys' fees and expenses

(whether for services incurred in collection, litigation, or otherwise), and all other costs incurred in connection therewith.

7. BORROWERS severally, irrevocably and unconditionally agree:

(a) that any suit, action or other legal proceeding arising out of or relating to this Note may be brought at the option of the LENDER, in a court of record of the State of Florida in Broward County, in the United States District Court for the Southern District of Florida or in any other court of competent jurisdiction; and

(b) consent to the jurisdiction of each such court in any such suit, action or proceeding; and

(c) waive any objection which it or they may have to the loss of revenue of any such suit, action or proceeding in any such courts.

8. All remedies and enforcement rights of the LENDER shall be cumulative, and may be pursued separately or together as against the BORROWERS and LENDER may resort to any one or more of the remedies afforded under this Note or Loan Agreement, the Uniform Commercial Code of Florida, or under the laws of Florida, neither to the exclusion of the others.

9. BORROWERS and LENDER hereby knowingly, irrevocably, voluntarily and intentionally waive any right to a trial by jury in respect of any action, proceeding, defense or counterclaim based on the Loan Agreement, as amended, or arising out of, under or in connection with the First Amendment to Loan Agreement, this accompanying Note to the First Amendment to Loan Agreement, or any other security document, or any course of conduct, course of dealing, statements (whether verbal or

written) or actions of any party hereto or to any security document. This provision is a material inducement for BORROWERS and LENDER entering into the subject transaction.

THIS SPACE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, BORROWERS, CITY OF DANIA BEACH, FLORIDA, and DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY, have executed this Note.

BORROWERS

WITNESSES:

Print Name: Robert Baldwin

Print Name: Thomas J. Ansbro

CITY OF DANIA BEACH, FLORIDA

C. K. McElyea, Mayor

STATE OF FLORIDA)

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 25 day of January, 2011, by C. K. McElyea, as Mayor, who is personally known to me or who has produced _____ as identification.

Print Name: LOUISE STILSON
Notary Public, State of Florida at Large
Commission No. _____

My Commission Expires:

LOUISE STILSON
MY COMMISSION EXPIRES
January 10, 2014
#DD 941620
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

BORROWERS

WITNESSES:

Robert Baldwin (CA)

Print Name: Robert Baldwin

Print Name: Thomas J. Ansbro

DANIA BEACH COMMUNITY
REDEVELOPMENT AGENCY

C. K. McElyea, Chairman

STATE OF FLORIDA)

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 25 day of January, 2011, by C. K. McElyea, as Chairman, who is personally known to me or who has produced _____ as identification.

Louise Stilson

Print Name: LOUISE STILSON
Notary Public, State of Florida at Large
Commission No. _____

My Commission Expires:

LOUISE STILSON
MY COMMISSION EXPIRES
January 10, 2014
#DD 941620
Bonded thru
Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

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BROWARD COUNTY COMMISSION
DEPUTY CLERK 2015
#1, 22 Pages

~~FIRST~~ SECOND AMENDMENT TO LOAN AGREEMENT

THIS ~~FIRST~~ SECOND AMENDMENT TO LOAN AGREEMENT is made and entered into as of the 4th day of March, ~~2011~~ 2014, by and between the City of Dania Beach, Florida, a municipal corporation under the laws of the State of Florida, whose post office address is 100 West Dania Beach Boulevard, Dania Beach, Florida 33004, and the Dania Beach Community Redevelopment Agency, or its successor, a public body corporate and politic ("Borrowers"), whose post office address is 100 West Dania Beach Boulevard, Dania Beach, Florida 33004, and Broward County, Florida (the "Lender"), a political subdivision of the State of Florida, whose post office address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301.

RECITALS

A. ~~Borrowers have submitted~~ On February 22, 2011, Borrowers and Lender entered into a First Amendment to Loan Agreement that was recorded in Official Records Book 47745, Page 1000, of the Public Records of Broward County, Florida, regarding the documentation submitted by Borrowers to obtain County funding through the Broward County Redevelopment Capital Program for a portion of a parking structure or garage, in support of private redevelopment, adjacent to the Dania Beach City Hall and Library. The documentation supports funding for 190 spaces of the parking garage structure, which spaces are in excess of the 250 spaces for Library and City Hall uses, and which are expected to spur private redevelopment and are at an actual cost of Two Million Five Hundred Ninety Thousand Nine Hundred Nine and no/100 Dollars ($2,590,909.00) (based on the projected cost of Thirteen Thousand Six Hundred Thirty-six and 36/100 Dollars ($13,636.36) per space). The Lender ~~has~~ agreed to make

Coding: Words in ~~struck-through~~ type are deletions from existing text. Words in underscored type are additions.

Approved BCC 11/19/13 #7
Submitted to Co. Atty's Office

~~FIRST~~ SECOND AMENDMENT TO LOAN AGREEMENT

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RECITALS

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Coding: Words in ~~struck-through~~ type are deletions from existing text. Words in underscored type are additions.

a Two Million Five Hundred Ninety Thousand Nine Hundred Nine and no/100 Dollars ($2,590,909.00) loan ("the Parking Garage Loan" or the "Loan") to the Borrowers, which Loan shall be evidenced by a Promissory Note, as amended by the Amended and Restated Note (the "Note") from Borrowers in favor of Lender.

B. Lender is willing to provide such Loan to Borrowers upon the terms and subject to the conditions set forth in the Dania Beach Interlocal Agreement, as amended, which Interlocal Agreement and Amendments are ~~attached hereto and made a part hereof as Exhibit "A,"~~ recorded as Composite Exhibit "A" in Official Records Book 50203, Page 606, of the Public Records of Broward County, Florida, (the "ILA") and the conditions hereinafter set forth.

C. Lender is willing to provide such Loan to Borrowers upon the condition that the proceeds shall be used by Borrowers solely for the 190 spaces of the parking garage structure, in excess of the 250 spaces required for Library and City Hall uses, and as further provided and defined in the Fourth Amendment and Fifth Amendment to the Dania Beach Interlocal Agreement.

D. Borrowers and Lender, pursuant to the Fifth Amendment to the Dania Beach Interlocal Agreement, have further agreed to include and clarify how the original Loan can convert to a grant(s), in whole or in part, in the event that the County's share of the expected revenue generated by the net increase in the tax base from specific private redevelopment project(s) is less than the original loan amount, due to either partial completion of a specific private redevelopment project(s), or completion of a specific private redevelopment project(s) that does not generate expected County revenue equal to the full amount of the original Loan. Borrowers shall make formal

request to the Lender for a loan-to-grant conversion(s) and provide sufficient documentation to support a loan-to-grant conversion(s).

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter set forth, the parties hereto do hereby agree as follows:

1. Recitals. The Recitals hereinabove contained are true and correct and are made a part hereof.

2. Loan. The Loan shall be evidenced by ~~a Promissory Note (~~the ~~"~~Note~~")~~, in the form attached hereto as Exhibit ~~"B."~~ "A." The Note shall be funded in one lump sum and shall evidence the Loan. The proceeds of the Loan shall be used by Borrowers solely for the actual costs of or the reimbursement thereof, the 190 spaces of the parking garage structure in excess of the 250 spaces required for Library and City Hall uses, in the amount of Two Million Five Hundred Ninety Thousand Nine Hundred Nine and no/100 Dollars ($2,590,909.00), as provided for in ~~Exhibit "A"~~ the ILA.

Lender shall provide a grant on the Parking Garage Loan up to the amount of the original Parking Garage Loan if both of the following conditions are met: 1) the Parking Garage is completed within five (5) years from the ~~E~~effective ~~D~~date of the Fourth Amendment to the Dania Beach Interlocal Agreement, or such lesser timeframe if any, provided in the Library Agreement (it being acknowledged that completion of the parking garage has already occurred), and 2) the City/CRA demonstrates that the County's share of the revenue generated by the net increase in the tax base due to specific private redevelopment projects within the Dania Beach RCP Redevelopment Area boundaries over twenty (20) years (measured from the effective date of the First

Amendment to the Dania Beach Interlocal Agreement, dated February 21, 2006) is expected to equal or exceed the amount of the original Parking Garage Loan. If conditions 1) and 2) above are met, the Parking Garage Loan shall convert to a grant through formal request by the Borrowers in accordance with the terms outlined in ~~Exhibit "A" attached hereto~~ the ILA.

If condition 1) in the above paragraph and pursuant to ~~Exhibit "A"~~ the ILA is met, but with respect to condition 2) referenced, the County's share of the revenue generated by the net increase in the tax base due to specific private redevelopment project(s) is expected to be less than the full amount of the original Loan due to either completion of only a portion of said project(s), or completion of a specific private redevelopment project(s) that does not generate expected County revenue equal to the full amount of the original Loan, a "partial" loan-to-grant conversion may take place for an amount that is expected to equal the County's share of the revenue generated by the net increase in the tax base due to said completed portions of project(s).

If a "partial" loan-to-grant conversion(s) takes place, the resulting amended loan amount will be the difference between the full amount of the original Loan and the partial loan amount(s) converted to a grant(s). A loan-to-grant conversion for the full amount of the original Loan also may occur with one payment, at the time of completion of the private redevelopment project(s), with appropriate Certificate of Occupancy documentation. "Full" or partial" loan-to-grant conversion(s) of the original Loan may also occur at any time during the term of the original Loan. However, if any loan-to-grant conversion(s) occurs after the ~~5~~8-year interest-free period and repayment has begun, as defined in Section 3 hereinbelow, the amount available for conversion to a

grant(s) is the outstanding loan balance (defined as the original Loan less any conversions and repayments) at the time of conversion, and interest accrued to that date shall be paid to the County. All interest paid shall be retained by County.

3. Principal/Interest on the Loan. No payments of interest on or principal of the Loan, or amendments thereof, shall be due within the first ~~five (5)~~ eight (8) years from the ~~E~~effective ~~D~~date of the original Loan Agreement, dated September 28, 2010. In the event that the original Loan, or amended Loan, does not convert to a grant, because the conditions stated in Section 2 hereinabove have not been met, the Parking Garage Loan shall be repaid to Lender by the Borrowers over a fifteen (15) year period commencing at the end of the initial ~~five (5)~~ eight (8) year interest-free period, with the interest rate at the Municipal Market Data MMD "A" revenue bond rate as in effect at the time repayment begins. In this case, the maturity date shall be twenty-three ~~(20)~~ (23) years or less from the Effective Date of the original Loan Agreement. In no event shall the term of the original or amended Loan exceed twenty-three ~~(20)~~ (23) years: ~~five (5)~~ eight (8) years interest-free, and up to fifteen (15) years at the MMD "A" revenue bond rate. One payment of principal and interest shall be made on or before September 30th of each year of the fifteen (15) year period, commencing September 30, ~~2016~~ 2019. An equal amount of principal, plus the interest accrued for the year, shall become payable on each September 30, commencing September 30, ~~2016~~ 2019.

4. Defaults and Remedies. The occurrence of any one or more of the following events shall constitute an event of default:

i. The proceeds of the Loan, as amended, in whole or any part thereof, are not used by Borrowers for the specific purpose stated herein and in

accordance with the terms of ~~Exhibit "A" hereto~~ the ILA.

ii. Any representation or warranty made by the Borrowers in connection with the making of the Loan, as amended, by the Lender shall prove to be false or misleading in any material respect.

iii. Failure to pay the amounts due under the Note, which failure shall continue for a period of ten (10) days after notice thereof is provided to Borrowers.

iv. Entry of a final judgment against Borrowers or their agents which materially adversely affects the financial condition of the Borrowers and remains unsatisfied after thirty (30) days of the same becoming final, or the institution of any litigation against Borrowers or its agents which contests the validity of the ~~Dania Beach Interlocal Agreement~~ ILA, as amended, this Loan Agreement, as amended, or the ~~Promissory~~ Note that is not dismissed or otherwise resolved within ninety (90) days thereafter.

5. Remedies Upon Default. Should any one or more defaults occur or exist, Lender shall in addition to such rights available to Lender pursuant to the terms of ~~Exhibit "A," to wit: the Dania Beach Interlocal Agreement, as amended~~ the ILA, have the right to accelerate the maturity of the entire principal balance due under the Note and shall have the right, upon ten (10) days written notice, to enforce collection of the entire indebtedness evidenced by the Note including interest, cost and fees by and through any of the remedies herein contained, or by and through any remedies afforded and permitted under the Note, the Uniform Commercial Code, or the laws of the State of Florida. Failure to declare a default, or a failure or withholding of any action to enforce

collection of its obligation by virtue of such default, shall not constitute a waiver of any such event of default on the part of Lender. Any waiver by Lender of an event of default shall not be construed and shall not constitute a waiver of any other or subsequent event of default, it being understood that each event of default shall be and constitute a separate and independent event or act of default, for which Lender may accelerate the indebtedness of Borrowers and, at its election and option, proceed to enforce collection thereof.

All remedies and enforcement rights of the Lender shall be cumulative, and may be pursued separately or together as against the Borrowers, and Lender may resort to any one or more of the remedies afforded under this Loan Agreement, as amended, the Note, the Uniform Commercial Code of Florida, or under the laws of Florida, neither to the exclusion of the other.

6. Agreement to Pay Attorneys' Fees and Expenses. In the event the Borrowers shall default under any of the provisions of this Loan Agreement, as amended, and the Lender should employ attorneys or incur other expenses for the collection of the payments due under this Loan Agreement, as amended, or the enforcement of performance or observance of any obligation or agreement on the part of the Borrowers herein contained, the Borrowers agree to pay to the Lender the reasonable fees and expenses of such attorneys and such other expenses so incurred by the Lender.

7. Miscellaneous.

(a) Effective Date. Effective date of this ~~First~~ Second Amendment to Loan Agreement shall mean the date upon which the last party to this ~~First~~

Second Amendment to Loan Agreement has executed same in accordance with the formalities imposed upon such entity required by Florida law.

(b) Notices. Notices shall be given by each party at the addresses set forth below and shall be deemed to have been sufficiently given or served for all purposes of the same as follows: All notices required to be given by mail will be given by first class, registered or certified mail postage prepaid, return receipt requested, or by private courier service which provides evidence of delivery, or sent by facsimile which produces evidence of transmission, confirmed by first class mail, postage prepaid, and in each case shall be deemed to have been given on the date evidenced by the postal or courier receipt or other written evidence of delivery or electronic transmission, addressed in the manner aforesaid. Any party may, by providing notice in the manner set forth in this section, change its address for purposes of this section.

FOR COUNTY:	County Administrator Broward County Governmental Center 115 S. Andrews Avenue Fort Lauderdale, FL 33301
With a copy to:	Environmental Protection and Growth Management Department Room 329B, Broward County Governmental Center 115 South Andrews Avenue Fort Lauderdale, FL 33301

FOR CITY:	City Manager City of Dania Beach 100 West Dania Beach Boulevard Dania Beach, FL 33004
With a copy to:	City Clerk City of Dania Beach 100 West Dania Beach Boulevard Dania Beach, FL 33004
FOR CRA:	Dania Beach Community Redevelopment Agency Executive Director City of Dania Beach 100 West Dania Beach Boulevard Dania Beach, FL 33004

(c) Severability. If any provision of this Loan Agreement, as amended, shall be held or deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative, or unenforceable to any extent whatsoever.

(d) Execution of Counterparts. This Loan Agreement, as amended, may be executed in several counterparts each of which shall be an original and all of which shall constitute but one and the same instrument.

(e) Governing Law. This Loan Agreement, as amended, shall be governed exclusively by and construed in accordance with the applicable laws of the State of Florida. The venue for any proceeding hereunder shall be accorded appropriate jurisdiction in Broward County, Florida.

(f) This Loan Agreement, as amended, shall be binding upon, and shall inure to the benefit of, the respective successors and assigns of the

parties hereto.

8. Waiver of Jury Trial

Borrowers and Lender hereby knowingly, irrevocably, voluntarily and intentionally waive any right to a trial by jury in respect of any action, proceeding, defense or counterclaim based on this Loan Agreement, as amended, or arising out of, under or in connection with this Loan Agreement, as amended, the Note, or any other security document, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of any party hereto or to any security document. This provision is a material inducement for Borrowers and Lender entering into the subject transaction.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Second Amendment to Loan Agreement on the respective dates under each signature: BROWARD COUNTY, signing by and through its County Administrator, authorized to execute same by Board action on the 19 day of November, 2013; the CITY OF DANIA BEACH, signing by and through its City Manager, duly authorized to execute same, and the DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY, signing by and through its Executive Director, duly authorized to execute same.

COUNTY

LENDER

WITNESSES:

Print name: MARY ANNE DARBY

Print name: ANDRÉ MORRELL

BROWARD COUNTY, through its
COUNTY ADMINISTRATOR

By_____
Bertha Henry
County Administrator

4th day of March, 2014

Approved as to form by
Joni Armstrong Coffey
County Attorney
Broward County, Florida
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By_____
Nancy Rubin
Assistant County Attorney

4 day of March, 2014

COUNTY COMMISSIONERS
CREATED OCT 1st 1915
BROWARD COUNTY FLORIDA

NAR/gmb
02/12/14
#14-053
Loan Agreement Parking Spaces Settlement.doc

SECOND AMENDMENT TO LOAN AGREEMENT AMONG BROWARD COUNTY, CITY OF DANIA BEACH AND DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY

CITY OF DANIA BEACH

BORROWERS

ATTEST:

Lorine Stilson

City Clerk

CITY OF DANIA BEACH, through its

By _____

City Manager

14 day of FEBRUARY, 2014

Approved as to form:

By _____

City Attorney

13th day of February, 2014

SECOND AMENDMENT TO LOAN AGREEMENT AMONG BROWARD COUNTY, CITY OF DANIA BEACH AND DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY

DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY

BORROWERS

WITNESSES:

Lorine Stilson

Tom Schneider

DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY

By _____
Jeremy Earle, ASLA, AICP
Executive Director

13 day of February, 2014

EXHIBIT "A"
AMENDED AND RESTATED PROMISSORY NOTE (COPY)

U.S. $2,590,909.00

Fort Lauderdale, Florida
February 14, 2014

AMENDED AND RESTATED PROMISSORY NOTE

WHEREAS, on January 25, 2011, the undersigned, the CITY OF DANIA BEACH, FLORIDA, a municipal corporation under the laws of the State of Florida, and the DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY, or its successor, a public body corporate and politic ("BORROWERS") executed a promissory note (the "Note") to the order of BROWARD COUNTY, FLORIDA, a political subdivision of the State of Florida (the "LENDER") in the principal sum of TWO MILLION FIVE HUNDRED NINETY THOUSAND NINE HUNDRED NINE AND NO/100 DOLLARS ($2,590,909.00); and

WHEREAS, BORROWERS and LENDER desire to amend the terms of the loan agreement setting forth the conditions and requirements of the loan from LENDER to BORROWER (the "Loan") as evidenced by the Note; and

WHEREAS, the Note is hereby amended and restated as follows.

FOR VALUE RECEIVED the undersigned, BORROWERS, promise to pay to the order of LENDER, located at Governmental Center, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, the principal sum of TWO MILLION FIVE HUNDRED NINETY THOUSAND NINE HUNDRED NINE AND NO/100 DOLLARS ($2,590,909.00), (the "Principal") plus interest (the "Interest") on the Principal after the end of the initial ~~five (5)~~ eight (8) year interest-free period as defined in Section ~~two (2)~~ four (4) below (the Promissory Note as amended and restated shall be referred to as the "Amended and Restated Note"):

Coding: Words in ~~struck-through~~ type are deletions from existing text. Words in underscored type are additions.

So long as no default has occurred in the Amended and Restated Note, Interest shall be payable at the Municipal Market Data MMD "A" revenue bond rate as in effect at the time repayment begins. Upon default in this Amended and Restated Note, Interest shall be payable at the per annum rate of eighteen percent (18%). Interest shall accrue and be payable on an actual 360-day basis.

1. This Amended and Restated Note evidences a Loan by LENDER to BORROWERS for the sole purpose of funding through the Broward County Redevelopment Capital Program for funds for 190 spaces of the parking garage structure, in support of private redevelopment, which spaces are in excess of the 250 spaces for Library and City Hall uses, and which are expected to spur private redevelopment and are at an actual cost of Two Million Five Hundred Ninety Thousand Nine Hundred Nine and no/100 Dollars ($2,590,909.00), based on a projected cost of Thirteen Thousand Six Hundred Thirty-six and 36/100 Dollars ($13,636.36) per space.

2. This Amended and Restated Note evidences a Loan by LENDER to BORROWERS upon the terms and subject to the terms and conditions set forth in the Dania Beach Interlocal Agreement, as amended ~~by the Fourth Amendment, which Fourth Amendment is attached~~ and recorded as Composite Exhibit "A" in Official Records Book 50203, Page 606, of the Public Records of Broward County, Florida, and as made a part hereof ~~as Exhibit "A" to the First Amendment to Loan Agreement accompanying this Note~~.

3. This Amended and Restated Note amends and restates the Promissory Note executed by BORROWERS on January 25, 2011, that replaces~~d~~ and supersede~~s~~d

Coding: Words in ~~struck-through~~ type are deletions from existing text. Words in underscored type are additions.

the previous Note executed by BORROWERS on September 14, 2010, which Notes ~~was~~ were for the same, sole purpose of funding through the Broward County Redevelopment Capital Program for 190 spaces of the parking garage structure, in support of private redevelopment, which spaces are in excess of the 250 spaces for Library and City Hall uses, and which are expected to spur private redevelopment and are at the same actual cost of Two Million Five Hundred Ninety Thousand Nine Hundred Nine Dollars ($2,590,909.00), based on a projected cost of Thirteen Thousand Six Hundred Thirty-six and 36/100 Dollars ($13,636.36) per space. The terms and conditions of the ~~First~~ Second ~~a~~Amendment to Loan Agreement shall govern herein.

4. The outstanding principal of the Amended and Restated Note shall be due and payable as follows:

(a) No payments of interest or principal of the Loan shall be due within the first ~~five (5)~~ eight (8) years from September 28, 2010, the ~~E~~effective ~~D~~date of the original Loan Agreement. In the event that the Loan does not convert to a grant because the conditions stated in Section 2 of the ~~First~~ Second Amendment to Loan Agreement have not been met, the Loan shall be repaid to the LENDER by the BORROWERS over a fifteen (15) year period commencing at the end of the initial ~~five (5)~~ eight (8) year interest free period, with the interest rate at the Municipal Market Data MMD "A" revenue bond rate as in effect at the time repayment begins. In this case, the maturity date shall be twenty-three ~~(20)~~ (23) years or less from the ~~E~~effective ~~D~~date of the original Loan Agreement. In no event, shall

Coding: Words in ~~struck-through~~ type are deletions from existing text. Words in underscored type are additions.

the term of the Loan exceed twenty-three ~~(20)~~ (23) years; ~~five (5)~~ eight (8) years interest free, and up to fifteen (15) years at the MMD "A" revenue bond rate. One payment of Principal and Interest shall be made on or before September 30th of each year of the fifteen (15) year period, commencing September 30, ~~2016~~ 2019. An equal amount of Principal, plus the interest accrued for the year, shall become payable on each September 30, commencing September 30, ~~2016~~ 2019.

(b) This Amended and Restated Note also provides, in furtherance of the conditions stated in Section 2 of the accompanying ~~First~~ Second Amendment to Loan Agreement, that there can be a full or partial conversion(s) to grant(s) of the Loan throughout the term of the Loan. The resulting amended loan amount would be the difference between the full amount of the original Loan and the partial loan amount(s) converted to a grant(s). If any loan-to-grant conversion occurs after the ~~5~~8-year interest free period and repayment has begun pursuant to the terms herein, the amount available for conversion to a grant is the outstanding loan balance (defined as the original Loan less any conversions and repayments) at the time of conversion, and interest accrued to that date shall be paid to the County. All interest shall be retained by County.

(c) This Amended and Restated Note may be prepaid in whole or in part without penalty. Any prepayment shall be accompanied by an

amount equal to the interest accrued thereon to the date of receipt of such prepayment in collected funds.

5. All payments hereunder shall be made to LENDER's office at: Broward County Environmental Protection and Growth Management Department, 115 South Andrews Avenue, Room 329B, Fort Lauderdale, Florida, 33301, or such other place as LENDER may from time to time designate in writing.

6. This Amended and Restated Note shall be in default if any payment of Principal or Interest due hereunder, and/or under the Second Amendment to Loan Agreement, as amended, dated as of the date of this Amended and Restated Note, from BORROWERS to LENDER, is not paid as and when due, or if any event of default occurs simultaneously, as such term is defined in the accompanying ~~First~~ Second Amendment to Loan Agreement being entered into hereto. Upon default in this Amended and Restated Note, the LENDER, at its option, may declare the entire unpaid Principal balance of this Amended and Restated Note, together with accrued Interest, to be immediately due and payable without notice or demand. In addition to payments of Interest and Principal, if there is a default in this Amended and Restated Note, the LENDER shall be entitled to recover from the BORROWER all of the LENDER's costs of collection, including the LENDER's attorneys' fees and expenses (whether for services incurred in collection, litigation, or otherwise), and all other costs incurred in connection therewith.

7. BORROWERS severally, irrevocably and unconditionally agree:

(a) that any suit, action or other legal proceeding arising out of or relating to this Amended and Restated Note may be brought at the

option of the LENDER, in a court of record of the State of Florida in Broward County, in the United States District Court for the Southern District of Florida or in any other court of competent jurisdiction; and

(b) consent to the jurisdiction of each such court in any such suit, action or proceeding; and

(c) waive any objection which it or they may have to the loss of revenue of any such suit, action or proceeding in any such courts.

8. All remedies and enforcement rights of the LENDER shall be cumulative, and may be pursued separately or together as against the BORROWERS and LENDER may resort to any one or more of the remedies afforded under this Amended and Restated Note or Loan Agreement, as amended, the Uniform Commercial Code of Florida, or under the laws of Florida, neither to the exclusion of the others.

9. BORROWERS and LENDER hereby knowingly, irrevocably, voluntarily and intentionally waive any right to a trial by jury in respect of any action, proceeding, defense or counterclaim based on the Loan Agreement, as amended, or arising out of, under or in connection with the First Amendment to Loan Agreement, the Second Amendment to Loan Agreement, this accompanying Amended and Restated Note to the ~~First~~ Second Amendment to Loan Agreement, or any other security document, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of any party hereto or to any security document. This provision is a material inducement for BORROWERS and LENDER entering into the subject transaction.

IN WITNESS WHEREOF, BORROWERS, CITY OF DANIA BEACH, FLORIDA, and DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY, have executed this Amended and Restated Note.

BORROWERS

WITNESSES:

Judith Felicetty

Judith Felicetty
Print Name:

Tom Schneider

Print Name: Tom Schneider

CITY OF DANIA BEACH, FLORIDA

Walter Luke

Print Name:

STATE OF FLORIDA)

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 14 day of FEBRUARY, 2014, by WALTER LUKE, as MAYOR, who is personally known to me or who has produced _____ as identification.

Louise Stilson

Print Name: Louise Stilson
Notary Public, State of Florida at Large
Commission No. FF064221

My Commission Expires:

LOUISE STILSON
MY COMMISSION EXPIRES
January 10, 2018
#FF 064221
Bonded thru
Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

BORROWERS

WITNESSES:

Judith Felicetty

Judith Felicetty

Print Name:

Tom Schmeiler

Print Name: Tom Schmeiler

DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY

Print Name: WALTER DUKE

STATE OF FLORIDA)

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 19 day of FEBRUARY, 2014, by WALTER DUKE, as CRA CHAIRMAN, who is personally known to me or who has produced _____ as identification.

Louise Stilson

Print Name: LOUISE STILSON
Notary Public, State of Florida at Large
Commission No. FF 064221

My Commission Expires:

LOUISE STILSON
MY COMMISSION EXPIRES
January 10, 2018
#FF 064221
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

NAR/gmb
02/12/14
#14-053
Promissory Note Parking Space Settlement.doc

THIRD AMENDMENT TO LOAN AGREEMENT BETWEEN BROWARD COUNTY, THE CITY OF DANIA BEACH, AND THE DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY

This is the Third Amendment ("Third Amendment") to the Loan Agreement, made and entered into by and between Broward County, a political subdivision of the State of Florida, hereinafter referred to as "County" or "Lender," the City of Dania Beach, hereinafter referred to as "City," a municipal corporation under the laws of the State of Florida, and the Dania Beach Community Redevelopment Agency, or its successor, a public body corporate and politic, hereinafter referred to as "CRA." City and CRA are collectively referred to as the "Borrowers." County, City, and CRA are collectively referred to as the "parties."

RECITALS

A. Pursuant to an Interlocal Agreement, as amended, dated April 20, 2004, and recorded as Composite Exhibit "A" in Official Records Book 50203, Page 606, of the Public Records of Broward County, Florida (the "ILA"), Lender and Borrowers entered into a loan agreement on September 28, 2010, providing Two Million Five Hundred Ninety Thousand Nine Hundred and Nine Dollars ($2,590,909.00) (the "Loan") for the reimbursement costs associated with construction of a portion of a parking structure ("Loan Agreement").

B. The parties entered into the First Amendment to the Loan Agreement on February 22, 2011, as recorded in Official Records Book 47745, Page 1000, of the Public Records of Broward County, Florida, regarding the documentation submitted by Borrowers to obtain County funding through the Broward County Redevelopment Capital Program.

C. The parties entered into the Second Amendment to the Loan Agreement on March 4, 2014, as recorded in Official Records Book 50595, Page 1804, of the Public Records of Broward County, Florida, to include and clarify the process for loan-to-grant conversion.

D. Lender has determined that Borrowers are in compliance with the requirements of the ILA regarding loan-to-grant conversions. Specifically, County's share of revenue generated by the net increase in the tax base of the Dania Beach Community Redevelopment Area boundaries over twenty (20) years is calculated to be One Million Eight Hundred Seventy-Five Thousand and Fifteen Dollars ($1,875,015.00) and surplus conversion dollars are calculated to be Ninety-Four Thousand and Eighteen Dollars ($94,018.00), for a total of One Million Nine Hundred Sixty-Nine Thousand Thirty-Three Dollars ($1,969,033.00).

E. The parties desire to convert One Million Nine Hundred Sixty-Nine Thousand Thirty-Three Dollars ($1,969,033.00) of the Two Million Five Hundred Ninety Thousand Nine Hundred

and Nine Dollars ($2,590,909.00) loaned to Borrowers under the Loan Agreement to a grant.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The above recitals and representations set forth above in the Recitals of this Third Amendment to the Loan Agreement are true and correct and are incorporated herein by reference.

2. Article 2, "Loan," is hereby amended to read as follows:

> Loan. The Loan shall be evidenced by the Note in the form attached hereto as Exhibit "A." The Note shall be funded in one lump sum and shall evidence the Loan. The proceeds of the Loan shall be used by Borrowers solely for the actual costs of or the reimbursement thereof, the 190 spaces of the parking garage structure in excess of the 250 spaces required for Library and City Hall uses, in the amount of **Six Hundred Twenty One Thousand Eight Hundred Seventy-Six Dollars ($621,876.00), which amount represents the partial loan-to-grant conversion of One Million Nine Hundred Sixty-Nine Thousand Thirty-Three Dollars ($1,969,033.00) from original loan balance of** Two Million Five Hundred Ninety Thousand Nine Hundred Nine Dollars ($2,590,909.00), as provided for in the ILA.

3. The Amended and Restated Promissory Note is amended as follows in Exhibit "A" to this Third Amendment to the Loan Agreement.

4. Except as amended herein, all other terms and conditions of the Loan Agreement, as amended by the First Amendment and Second Amendment, shall remain in full force and effect.

5. In the event of any conflict or ambiguity by and between the terms and provisions of this Third Amendment and the Loan Agreement, as amended by the First Amendment and Second Amendment, the terms and provisions of this Third Amendment shall control to the extent of any such conflict or ambiguity.

6. The effective date of this Third Amendment shall be the date upon which it is fully executed by the parties. This Third Amendment may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have made and executed this Third Amendment to the Loan Agreement on the respective dates under each signature: Broward County through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board Action on _____ day of _____, 2020; the City of Dania Beach, signing by and through its Mayor, duly authorized to execute same; and the Dania Beach Community Redevelopment Agency, signing by and through its Chair, duly authorized to execute same.

BROWARD

ATTEST:

_____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

BROWARD COUNTY, by and through
its Board of County Commissioners

By: _____

_____ day of _____, 20___.

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By: _____
Damaris Henlon (Date)
Assistant County Attorney

By: _____
Maite Azcoitia (Date)
Deputy County Attorney

DYH/
02 /11/20
3rd Am. Dania Loan Agreement

THIRD AMENDMENT TO LOAN AGREEMENT BETWEEN BROWARD COUNTY, THE CITY OF DANIA BEACH, AND THE DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY

CITY OF DANIA BEACH

WITNESSES:

_____
Signature

_____
Print/Type Name

_____
Signature

_____
Print/Type Name

MAYOR

By:_____
Authorized Signature

_____
Print/Type Name

____ day of _____, 20___

THIRD AMENDMENT TO LOAN AGREEMENT BETWEEN BROWARD COUNTY, THE CITY OF DANIA BEACH, AND THE DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY

DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY

Witnesses:

_____ By_____
Chair

_____

Attest:

_____ (SEAL)
CRA Clerk

Approved as To Form:

_____
CRA Attorney

[This page held for EXHIBIT “A”]

Housing Finance and Community Redevelopment Division
110 Northeast 3rd Street, Suite 300 • Fort Lauderdale, Florida 33301 • 954-357-4900 • FAX 954-357-8221

March 9, 2018

Rickelle Williams
City of Dania Beach
Community Redevelopment Agency, Executive Director
100 W. Dania Beach Boulevard
Dania Beach, FL 33004

RE: Broward County Redevelopment Capital Program ("RCP") – loan-to-grant conversion of three (3) Loans; Parcel 109 Acquisition ($2,334,200), New Parking Garage/ Security System ($140,000), and New Parking Garage / Gate-Arm Entry System ($273,790)

Dear Ms. Williams:

Broward County (the "County") has received your February 1, 2017 and subsequent October 24, 2017 letters and application (together, the "Request for Conversion") requesting full, loan-to-grant conversions of three (3) RCP loans. All three loans (the "Loan") were issued by the County to the City of Dania Beach ("Dania Beach") and the Dania Beach Community Redevelopment Agency (the "Dania Beach CRA").

As explained below, the County hereby approves your Request for Conversion subject to the terms and conditions stated herein.

The first Loan, Parcel 109 Acquisition, was for the reimbursement of costs for associated with acquisition of land known as Parcel 109. As you are aware, the County, Dania Beach and the Dania Beach CRA entered into the Loan Agreement dated March 24, 2009, as amended by the First Amendment to Loan Agreement dated February 22, 2011, and the Second Amendment to Loan Agreement dated March 4, 2014, (collectively, the "Loan Agreement"), pursuant to which the County made a **$2,334,200.00** Loan to Dania Beach and the Dania Beach CRA for the acquisition of Parcel 109. Pursuant to the Second Amendment to Loan Agreement, principal and accrued interest payments are scheduled to begin on March 31, 2018.

The second Loan, New Parking Garage/Security System, was for a security system as part of a parking garage in support of new private redevelopment adjacent to the Dania Beach City Hall and Library. As you are aware, the County, Dania Beach and the Dania Beach CRA entered into the Loan Agreement dated September 28, 2010, as amended by the First Amendment to Loan Agreement dated February 8, 2011, and the Second Amendment to Loan Agreement dated March 4, 2014, (collectively, the "Loan Agreement"), pursuant to which the County made a **$140,000.00** Loan to Dania Beach and the Dania Beach CRA for a security system as part of a new parking garage. Pursuant to the Second Amendment to Loan Agreement, principal and accrued interest payments are scheduled to begin on September 30, 2019.

The third Loan requested for a full conversion, New Parking Garage/Gate-Arm Entry, was for gate-arm entry system as part of the new parking garage. As you are aware, the County, Dania Beach and the Dania Beach CRA entered into the Loan Agreement dated September 25, 2013, and as amended by the First Amendment to

Broward County Board of County Commissioners
Mark D. Bogen • Beam Furr • Steve Geller • Dale V.C. Holness • Chip LaMarca • Nan H. Rich • Tim Ryan • Barbara Sharief • Michael Udine
www.broward.org

Loan Agreement dated March 4, 2014, (collectively, the "Loan Agreement"), pursuant to which the County made a **$273,790.00** Loan to Dania Beach and the Dania Beach CRA for the gate-arm entry system as part of the new parking garage. Pursuant to the Second Amendment to Loan Agreement, principal and accrued interest payments are scheduled to begin on August 31, 2022.

The County has reviewed the materials submitted with the Request for Conversion to determine compliance with the requirements of the Interlocal Agreement dated April 20, 2004, by and among the County, Dania Beach, and the Dania Beach CRA, as amended by the First Amendment to Dania Beach Interlocal Agreement dated February 21, 2006, the Second Amendment to Dania Beach Interlocal Agreement dated March 19, 2009, the Third Amendment to Dania Beach Interlocal Agreement dated March 24, 2009, the Fourth Amendment to Dania Beach Interlocal Agreement dated September 28, 2010, the Fifth Amendment to Dania Beach Interlocal Agreement dated February 22, 2011, the Sixth Amendment to Dania Beach Interlocal Agreement also dated February 22, 2011, and the Seventh Amendment to Dania Beach Interlocal Agreement dated March 1, 2011 (collectively, the "Interlocal Agreement"), and has determined that Dania Beach and the Dania Beach CRA are in compliance with the terms of the Interlocal Agreement regarding loan-to-grant conversions. In specific, pursuant to Section 4.7 of the Interlocal Agreement, the County's share of the revenue generated by the net increase in the tax base within the Dania Beach Community Redevelopment Area boundaries over 20 years due to specific private redevelopment projects has been calculated at **$2,842,008.00** which is an amount greater than the sum of the three (3) loan balances, which total **$2,747,990.00.** Accordingly, the County hereby approves three (3) loan-to-grant conversions of the full Loan balances detailed above.

As a result of the conversion, a surplus of **$94,018.00** in conversion dollars is available to be applied to the last, outstanding RCP loan of $2,590,909, which was for the construction of a new, 190-space parking garage. The County will apply this surplus balance to the next Request for a Loan-to-Grant Conversion by Dania Beach and the Dania Beach CRA.

Please contact me at (954) 357-4912 or sfejes@broward.org, or Glenn Amoruso at (954) 357-6679 or gamoruso@broward.org, with any questions regarding the terms of this letter.

Sincerely,

Suzanne Fejes, Acting Director
Housing Finance and Community Redevelopment Division

Cc: Bertha Henry, County Administrator
Henry Sniezek, Director, Environmental Protection and Growth Management Dept.
Marci Gelman, Assistant Director, Office of Management and Budget
Stephen Farmer, Finance Manager, Finance and Administrative Services Dept.
Glenn Amoruso, Senior Project Program Coordinator, Housing Finance and Community Redevelopment
Maite Azocoita, County Attorney
Robert Baldwin, City Manager, City of Dania Beach
Nicki Satterfield, Finance Director, City of Dania Beach

Housing Finance and Community Redevelopment Division
110 Northeast 3rd Street, Suite 300 • Fort Lauderdale, Florida 33301 • 954-357-4900 • FAX 954-357-8221

September 17, 2019

Rickelle Williams
City of Dania Beach
Community Redevelopment Agency, Executive Director
100 W. Dania Beach Boulevard
Dania Beach, FL 33004

RE: Loan Conversion Request: Redevelopment Capital Program ("RCP") – Loan-to-Grant conversion of Loan: New Parking Garage/190 spaces - $2,590,909.00

Dear Ms. Williams:

Broward County (the "County") received your June 7, 2019 and subsequent July 16, 2019 letters and application (together, the "Request for Conversion") requesting a loan-to-grant conversion of the remaining RCP loan. This loan (the "Loan") was issued by the County to the City of Dania Beach ("Dania Beach") and the Dania Beach Community Redevelopment Agency (the "Dania Beach CRA").

As explained below, the County hereby approves a request for a partial loan conversion subject to the terms and conditions stated herein. The County will also apply the "surplus conversion dollars" of $94,108.00 as identified in the previous loan conversion acceptance letter sent to Dania Beach and the Dania Beach CRA, dated March 9, 2018 to this loan balance.

The Loan, New Parking Garage/190 Spaces, was for the reimbursement of costs associated with construction of a portion (190 spaces) of a parking structure, in excess of the 250 spaces required for a Library and City Hall. As you are aware, the County, Dania Beach and the Dania Beach CRA entered into the Loan Agreement dated September 28, 2010, as amended by the First Amendment to Loan Agreement dated February 22, 2011, and the Second Amendment to Loan Agreement dated March 4, 2014, (collectively, the "Loan Agreement"), pursuant to which the County made a **$2,590,909.00** Loan to Dania Beach and the Dania Beach CRA for the parking structure. Pursuant to the Second Amendment to Loan Agreement, principal and accrued interest payments are scheduled to begin on September 30, 2019.

The County has reviewed the materials submitted with the Request for Conversion to determine compliance with the requirements of the Interlocal Agreement dated April 20, 2004, by and among the County, Dania Beach, and the Dania Beach CRA, as amended by the First Amendment to Dania Beach Interlocal Agreement dated February 21, 2006, the Second Amendment to Dania Beach Interlocal Agreement dated March 19, 2009, the Third Amendment to Dania Beach Interlocal Agreement dated March 24, 2009, the Fourth Amendment to Dania Beach Interlocal Agreement dated September 28, 2010, the Fifth Amendment to Dania Beach Interlocal Agreement dated February 22, 2011, the Sixth Amendment to Dania Beach Interlocal Agreement also dated February 22, 2011, and the Seventh Amendment to Dania Beach Interlocal Agreement dated March 1, 2011 (collectively, the "Interlocal Agreement"), and has determined that Dania Beach and the Dania Beach CRA are in compliance with the terms of the Interlocal Agreement regarding loan-to-grant conversions. In specific, pursuant to Section 4.7 of the Interlocal Agreement, the County's share of the revenue generated by the net increase in the tax base within the Dania Beach Community Redevelopment Area boundaries over 20 years due

to specific private redevelopment projects has been calculated to be **$1,875,015.00.** As stated above, the "surplus conversions dollars" of **$94,018.00** are added to this amount for a total amount of **$1,969,033.00**.

Given the amount of conversion dollars is less than the loan balance of **$2,590,909.00**, a Third Amendment to Loan Agreement is required to reflect a revised loan balance in the amount of **$621,876.00.** Accordingly, the County will hereby approve the partial conversion and process another amendment to the Loan Agreement as follows:

In accordance with Section 3 of the Loan Agreement, the County's approval of the Request for Conversion is subject to the County's receipt of payment in full of the accrued and unpaid interest on the Loan through the date of this letter, which the County has calculated to be **$84,107.00** In addition, the County must receive the accrued interest and principal payment on the new loan balance of $621,876.00 for the period of September 17, 2019 thru September 30, 2019. The prorated payment of principal and interest for the new loan balance is **$42,204.00.** The total payment due is **$126,311.00.** Once such payment is received by the County, the County will process the Third Amendment to Loan Agreement and issue a new Promissory Note for the revised loan balance. If such payment is not received by the County **on or prior to September 30, 2019**, the County's approval of Request for Conversion contained herein shall immediately terminate and be of no further force and effect, and the County, Dania Beach and the Dania Beach CRA shall proceed in conformity with the terms of the Loan Agreement and Interlocal Agreement as if the County had never issued this letter.

Thank you for your assistance and please contact me at (954) 357-5320 or rstone@broward.org or Glenn Amoruso at (954) 357-6679 or gamoruso@broward.org, with any questions regarding the terms of this letter.

Sincerely,

Ralph Stone, Director
Housing Finance and Community Redevelopment Division

C: Bertha Henry, County Administrator
Henry Sniezek, Director, Environmental Protection and Growth Management Dept.
Norman Foster, Director, Office of Management and Budget
Stephen Farmer, Finance Manager, Finance and Administrative Services Dept.
Glenn Amoruso, Senior Project Program Coordinator, Housing Finance and Community Redevelopment Div.
Maite Azcoitia, Deputy County Attorney
Angela Chin, Housing and Community Development Manager, Housing Finance and Community Redevelopment Div.
Ana M. Garcia, City Manager, City of Dania Beach
Nicki Satterfield, Finance Director, City of Dania Beach

Summary Payment Breakdown

Accrued Interest Payment Due on Original Loan Balance as of September 17, 2019	$ 84,107
Interest & Principal Payment Due on New Loan Balance (Beginning Sept. 18, to Sept. 30, 2019)	$ 42,204
Total Payment Due September 30, 2019	$ 126,311

RCP Loan Summary and Amortization Schedule

Loan Amount	$ 2,590,909.00
Loan Term	23 Years
MMD Rate @ 9/28/18	**3.32%**
Date of Funding	9/28/2010
Grace Period-Int	8 years
First Payment Date	9/30/2019
Conversion Date Prior to 9/30/19	9/17/2019
Pro Rata Accrued Int @ Conversion	**$ 84,106.66**

352 Days of Interest on Original Loan Balance

Date	Principal	Interest	Total Payment Due	Balance
9/30/2011	0.00	0.00	0.00	2,590,909.00
9/30/2012	0.00	0.00	0.00	2,590,909.00
9/30/2013	0.00	0.00	0.00	2,590,909.00
9/30/2014	0.00	0.00	0.00	2,590,909.00
9/30/2015	0.00	0.00	0.00	2,590,909.00
9/30/2016	0.00	0.00	0.00	2,590,909.00
9/30/2017	0.00	0.00	0.00	2,590,909.00
9/30/2018	0.00	0.00	0.00	2,590,909.00
9/30/2019	172,727.27	87,212.88	259,940.14	2,418,181.73
9/30/2020	172,727.27	81,398.68	254,125.95	2,245,454.47
9/30/2021	172,727.27	75,584.49	248,311.76	2,072,727.20
9/30/2022	172,727.27	69,770.30	242,497.57	1,899,999.93
9/30/2023	172,727.27	63,956.11	236,683.38	1,727,272.67
9/30/2024	172,727.27	58,141.92	230,869.18	1,554,545.40
9/30/2025	172,727.27	52,327.73	225,054.99	1,381,818.13
9/30/2026	172,727.27	46,513.53	219,240.80	1,209,090.87
9/30/2027	172,727.27	40,699.34	213,426.61	1,036,363.60
9/30/2028	172,727.27	34,885.15	207,612.42	863,636.33
9/30/2029	172,727.27	29,070.96	201,798.23	690,909.07
9/30/2030	172,727.27	23,256.77	195,984.03	518,181.80
9/30/2031	172,727.27	17,442.58	190,169.84	345,454.53
9/30/2032	172,727.27	11,628.38	184,355.65	172,727.27
9/30/2033	172,727.27	5,814.19	178,541.46	0.00
	2,590,909.00			

New RCP Loan Summary and Amortization Schedule

Loan Amount	$ 621,876.00
Loan Term	23 Years
MMD Rate @ 9/28/18	**3.32%**
Date of Funding	9/28/2010
Grace Period-Int	8 years
First Payment Date	9/30/2019
Conversion Date Prior to 9/30/19	9/17/2019
Pro Rata Accrued Int @ Conversion	**$ 745.56**

13 Days of Interest on New Loan Balance

Date	Principal	Interest	Total Payment Due	Balance
9/30/2011	0.00	0.00	0.00	621,876.00
9/30/2012	0.00	0.00	0.00	621,876.00
9/30/2013	0.00	0.00	0.00	621,876.00
9/30/2014	0.00	0.00	0.00	621,876.00
9/30/2015	0.00	0.00	0.00	621,876.00
9/30/2016	0.00	0.00	0.00	621,876.00
9/30/2017	0.00	0.00	0.00	621,876.00
9/30/2018	0.00	0.00	0.00	621,876.00
9/30/2019	**41,458.40**	20,933.04	62,391.44	580,417.60
9/30/2020	41,458.40	19,537.50	60,995.90	538,959.20
9/30/2021	41,458.40	18,141.97	59,600.37	497,500.80
9/30/2022	41,458.40	16,746.43	58,204.83	456,042.40
9/30/2023	41,458.40	15,350.89	56,809.29	414,584.00
9/30/2024	41,458.40	13,955.36	55,413.76	373,125.60
9/30/2025	41,458.40	12,559.82	54,018.22	331,667.20
9/30/2026	41,458.40	11,164.29	52,622.69	290,208.80
9/30/2027	41,458.40	9,768.75	51,227.15	248,750.40
9/30/2028	41,458.40	8,373.21	49,831.61	207,292.00
9/30/2029	41,458.40	6,977.68	48,436.08	165,833.60
9/30/2030	41,458.40	5,582.14	47,040.54	124,375.20
9/30/2031	41,458.40	4,186.61	45,645.01	82,916.80
9/30/2032	41,458.40	2,791.07	44,249.47	41,458.40
9/30/2033	41,458.40	1,395.54	42,853.94	0.00
	621,876.00			

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)
TO APPROVE AND ADOPT A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AMENDMENT TO THE AGREEMENT FOR CAPACITY ALLOCATION IN PHASE 1 OF THE C-51 RESERVOIR PROJECT TO EXTEND THE PROJECT COMPLETION DATE; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

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

Fiscal Impact/Cost Summary

Exhibits Attached
Memo - C-51 Dania Beach 20-0512_C-Memo-C-51 Reservoir-Amendment (3)-revFJR EAC Minor Edits, R-2020- C-51 Reservoir Project Amendment to Agreement for Capacity Allocation in Phase 1, R-2020- C-51 Reservoir Project Amendment to Agreement for Capacity Allocation in Phase 1 Exhibit A

CITY OF DANIA BEACH
PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: May 12, 2020

TO: Honorable Mayor and Commissioners

VIA: Ana M. Garcia, ICMA- CM, City Manager
Candido Sosa-Cruz, Assistant City Manager

FROM: Fernando Rodriguez, Public Services Director

RE: **APPROVAL OF THE AMENDMENT TO THE C-51 RESERVOIR PROJECT AGREEMENT FOR CAPACITY ALLOCATION IN PHASE I TO EXTEND THE PROJECT COMPLETION DATE**

Request
The Public Services Department (PSD) requests City Commission approval of the amendment to the C-51 Reservoir Project agreement to extend the time until the project is operational.

Background
The City's projected water demands, combined with limited regional water supplies and the higher than desirable chloride levels during much of the year in the City's two drinking water wells, require additional drinking water resources. On July 31, 2018, the City entered into a multi-jurisdictional agreement that would provide untreated drinking water from the C-51 Reservoir as a water supply resource. This agreement provides for an allocation to the City of one (1) million gallons per day of storage in said reservoir.

Palm Beach Aggregates, LLC, the Project's developer, requires additional time to complete the project due to allocation sign up delays and the required commitments for financing. The amendment to the Project agreement under consideration modifies the schedule. See the table below for milestone and timeline modifications. The dates crossed out are the old dates, and the updated dates follow the old dates.

Budgetary Impact
The original agreement requires a $4.6 million investment to purchase a capacity allocation of 1 MGD of untreated drinking water from the C-51 Reservoir Project. The capacity allocation charge is a one-time charge for ownership of that capacity.

To fund this amount, the City applied to the State of Florida's State Revolving Loan Fund (SRF) through the Florida Department of Environmental Protection (FDEP). FDEP has agreed to allow the City to use SRF funds for its C-51 Reservoir project obligation. The amendment under consideration will have no additional financial impact to the City's water utility fund.

Recommendation
PSD recommends that the City Commission approve the amendment to the C-51 Reservoir project to extend the Project's schedule to completion.

/Continued…..

C-51 Reservoir – Phase 1

Project Completion Schedule – Outside Dates

~~Revised June 2019~~ Revised May 2020

Description	**Milestone Dates**
Construction Financing Commitment	~~November 30, 2019~~May 31, 2020
Notice of Construction Financing Commitment	~~December 10, 2019~~June 11, 2020
Closing on Construction Financing	~~February 28~~August 31, 2020
Commencement of Construction	~~March~~ September 2020
Construction Substantial Completion	~~January~~ July 2022
Operational Testing	~~February~~ August 2022
Final Cleanup and Demobilization	~~February~~ August 2022
2021 Closing and Turnover to C-51 Reservoir, Inc.	~~March~~ September 2022
Commencement of Operations	~~March~~ September 2022

FJR/MGC/mgc

RESOLUTION NO. 2020-044

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AMENDMENT TO THE AGREEMENT FOR CAPACITY ALLOCATION IN PHASE 1 OF THE C-51 RESERVOIR PROJECT TO EXTEND THE PROJECT COMPLETION DATE; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. That City officials approved an Agreement for Capacity Allocation in Phase 1 of the C-51 Reservoir at the June 26, 2018 City Commission meeting by a unanimous vote and executed by City officials.

Section 3. That the proper City officials are authorized to execute the attached Amendment to the Agreement for Capacity Allocation in Phase 1 of the C-51 Reservoir Project with Palm Beach Aggregates, LLC, a copy of which Amendment is attached as Exhibit "A" and which is made a part of and is incorporated into this Resolution by this reference.

Section 4. That the City Manager and City Attorney are authorized to make minor revisions to the Amendment to the Agreement for Capacity Allocation in Phase 1 of the C-51 Reservoir Project that are deemed necessary and proper for the best interest of the City.

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

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

PASSED AND ADOPTED on May 12, 2020.

ATTEST:

THOMAS SCHNEIDER, CMC CITY CLERK	LORI LEWELLEN MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

AMENDMENT TO
AGREEMENT FOR CAPACITY ALLOCATION
IN PHASE 1 OF THE C-51 RESERVOIR
CITY OF DANIA BEACH

This Amendment ("Amendment") to the Agreement for Capacity Allocation in Phase 1 of the C-51 Reservoir (the "Agreement") is made and entered into on May ____, 2020, by and between Palm Beach Aggregates, LLC ("Company"), a Florida limited liability company, with its principal offices at 20125 State Road 80, P.O. Box 700, Loxahatchee, Florida 33470, and the City of Dania Beach, Florida ("Participant"), a municipality organized and existing under the laws of the State of Florida, whose address is 100 W Dania Beach Blvd, Dania Beach, FL 33004. Company and Participant shall collectively herein be call the "Parties" and each be individually identified herein from time to time as a "Party."

Recitals

A. The Parties entered into the Agreement on July 31, 2018, to provide for surface water storage capacity in the proposed collaborative development project known as the C-51 Reservoir, as further described in the Agreement ("C-51 Reservoir"), which is intended to be constructed in two phases.

B. The Agreement provides for an allocation to Participant of one (1) million gallons per day of storage in Phase 1 of the C-51 Reservoir, as further described in the Agreement ("Phase 1 Reservoir").

C. Despite the best efforts of the Parties, it has taken longer than anticipated to satisfy certain conditions precedent set forth in the Agreement, and the Parties desire to amend the Agreement to extend the relevant time periods thereunder and to continue working together towards completion of the Phase 1 Reservoir project.

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

1. The foregoing recitals are true and correct, and are incorporated herein by reference.

2. Unless otherwise stated, for paragraphs 3 – 4 below, words in ~~struck through~~ type are deletions from existing text and words in underline type (aside from previously included headings) are additions to existing text.

3. Section 3.2 of the Agreement is hereby amended, in part, as follows:

3.2 **Termination.** Upon delivery of written notice to Company, as defined by Article 15 below, Participant may terminate this Agreement:

3.2.1 If Company fails to notify Participant, on or before ~~September 30, 2018~~May 31, 2020, that it has sufficient permits,

commitments, and financing to commence the construction of the Phase 1 Reservoir; or

. . . .

4. Section 11.1 of the Agreement is hereby amended, in part, as follows:

11.1 All of Company's obligations under this Agreement are expressly made subject to all of the following conditions, which Company agrees to use its reasonable efforts to promptly pursue and satisfy, time being of the essence:

. . . .

11.1.2 Company's securing full Construction Financing for the Phase 1 Reservoir on or before May 31, 2020~~within ninety (90) days after the Minimum Reserved Capacity Date~~, with a closing date within ninety (90) days thereafter (the "Phase 1 Construction Finance Date"). On or before the tenth (10th) day after the Phase 1 Construction Finance Date, and at least sixty (60) days before the closing date for Construction Financing, Company shall notify Participant in writing of the Phase 1 Construction Finance Date, as well as the anticipated closing date for Construction Financing.

. . . .

5. Appendix D (C-51 Reservoir – Phase 1 Project Completion Schedule), attached hereto, and incorporated herein, sets forth Company's estimated outside dates for completion of construction and commencement of operations of the C-51 Reservoir. Company shall use its best efforts to achieve the project milestones listed in Appendix D within the time periods specified. If Company anticipates a delay in achieving any of the project milestones listed in Appendix D, Company shall promptly notify Participant in writing of such anticipated delay.

6. Except as modified herein, all terms and conditions of the Agreement shall remain in full force and effect. In the event of any conflict or ambiguity between this Amendment and the Agreement, this Amendment shall control.

7. This Amendment is effective when fully executed by the Parties, and may be executed by the Parties in counterparts which, when taken together, shall have the force and effect of an original binding document.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the Parties hereto have caused this Second Amendment to be executed by their respective duly authorized officers as of the date and year set forth above.

PARTICIPANT

CITY OF DANIA BEACH, FLORIDA, a Florida municipal corporation

ATTEST:

_____
THOMAS SCHNEIDER, CMC
CITY CLERK

_____
LORI LEWELLEN
MAYOR

APPROVED FOR FORM AND SUBSTANCE

_____
ANA M. GARCIA, ICMA-CM
CITY MANAGER

_____
THOMAS J. ANSBRO
CITY ATTORNEY

COMPANY

WITNESSES:

PALM BEACH AGGREGATES, LLC, a Florida limited liability company

By: _____

Name: Enrique Tomeu

Title: President

_____

Print Name

Date: _____

_____

_____

Print Name

Appendix D

C-51 Reservoir – Phase 1
Project Completion Schedule – Outside Dates

Description	Milestone Dates
Construction Financing Commitment	May 31, 2020
Notice of Construction Financing Commitment	June 11, 2020
Closing on Construction Financing	August 31, 2020
Commencement of Construction	September 2020
Construction Substantial Completion	July 2022
Operational Testing	August 2022
Final Cleanup and Demobilization	August 2022
Closing and Turnover to C-51 Reservoir, Inc.	September 2022
Commencement of Operations	September 2022

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Ordinance

Continued from: April 28, 2020

Requested Action (Identify appropriate Action or Motion)
ADOPT ORDINANCE APPROVING THE REQUEST MADE BY 2900 SW 45TH DANIA BEACH, LLC, FOR A REZONING (RZ-103-19) AND FLEXIBILITY UNITS ALLOCATION (OT-164-19) FOR PROPERTIES GENERALLY LOCATED AT 2900 SW 45TH STREET IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A," A COPY OF WHICH IS ATTACHED TO THIS ORDINANCE; CHANGING THE CURRENT ZONING CLASSIFICATION OF THE PROPERTIES FROM SINGLE-FAMILY 6000 RESIDENTIAL DISTRICT (RS-6000) TO PLANNED RESIDENTIAL DEVELOPMENT DISTRICT (PRD-1), SUBJECT TO CERTAIN RESTRICTIONS

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

Fiscal Impact/Cost Summary

Exhibits Attached
CM RZ-103-19 OT-164-19 Seven Oaks 1st READING Continued signed, SR RZ-103-19 OT-164 Seven Oaks 1st reading Continued signed, O-2020- Seven Oaks Rezoning (RZ-103-19) and Flexibility Units Allocation (OT-164-19), Location Map, RZ-103-19 & OT-164-19 Seven Oaks OPT, 7 Oaks Letter to Neighbors_041720, 7 Oaks Neighbor Mailing List, 7 Oaks sign 1, 7 Oaks sign 2, 7 oaks sign 3, 7 oaks sign affidavit

CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
MEMORANDUM

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

DATE: May 12, 2020

TO: Honorable Mayor and Commissioners

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

VIA: Candido Sosa-Cruz, Assistant City Manager

BY: Eleanor Norena, Assistant Director Eleanor Norena Digitally signed by Eleanor Norena DN: cn=Eleanor Norena, o=, ou=, email=enorena@daniabeachfl.gov, c=US Date: 2020.04.28 18:18:26 -04'00'
Corinne Lajoie, AICP, Planning and Zoning Manager

SUBJECT: **RZ-103-19/OT-164-19:** The applicant Synalovski Romanik Saye, LLC, on behalf of the property owner 2900 SW 45 Dania Beach, LLC, is requesting rezoning and assignment of four (4) Flex Units for a property located at 2900 SW 45 Street. (FIRST READING).

Request

REZONING- To rezone the property from Single-Family 6000 Residential District (RS-6000) to Planned Residential Development District (PRD-1).
FLEX - To allocate four (4) flex residential units.

Background

The subject property is located on the south of the Dania Canal, north of SW 45 Street, and west of SW 28th Terrace. The property is approximately two acres (2.1) in size & current has one (1) single family home on the property. The applicant has requested the approval of several applications associated with the proposed project including plat, variance & site plan in addition to the rezoning & assignment of flex. These applications will be processed under separate applications. Staff has requested that the applicant again reach out the neighbors to discuss this project prior to public hearing.

On Feb. 19, 2020 the Planning and Zoning Board's recommended approval of the request. On Feb. 25, 2020 the City Commission voted to deny the application. On March 10, 2020 the City Commission approved to reconsider the rezoning & allocation of flex application request. On April 28, 2020 the City Commission continued this item at the applicant's request.

Budgetary Impact

The applicant is making these requests in preparation to redevelop the site, which will generate additional taxable property value.

Recommendation

Approve the ordinance on first reading.

CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT

DATE: May 12, 2020

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

VIA: Candido Sosa-Cruz, Assistant City Manager

FROM: Eleanor Norena, Assistant Director
Corinne Lajoie, AICP, Planning and Zoning Manager

Eleanor Norena
Digitally signed by Eleanor Norena
DN: cn=Eleanor Norena, o, ou, email=enorena@daniabeachfl.gov, c=US
Date: 2020.04.28 18:15:40 -04'00'

SUBJECT: **RZ-103-19/OT-164-19:** The applicant Synalovski Romanik Saye, LLC, on behalf of the property owner 2900 SW 45 Dania Beach, LLC, is requesting rezoning and assignment of four (4) Flex Units for a property located at 2900 SW 45 Street. (FIRST READING).

Request

REZONING

To rezone the property from Single-Family 6000 Residential District (RS-6000) to Planned Residential Development District (PRD-1).

FLEX

To allocate four (4) flex residential units.

Background

PROPERTY INFORMATION

EXISTING ZONING:	Single-Family 6000 Residential District (RS-6000)
PROPOSED ZONING	Planned Residential Development District (PRD-1)
LAND USE DESIGNATION:	Low (5) Residential

VIOLATIONS ON PROPERTY

There are no open violations on this property.

The subject property is located on the south of the Dania Canal, north of SW 45 Street, and west of SW 28th Terrace. The property is approximately two acres (2.1) in size and currently has one (1) single family home on the property.

This request was heard by the City Commission on Feb. 25, 2020 and denied due to the applicant's unexcused absence. On March 10, 2020 the City Commission approved to reconsider the application request. On April 28, 2020 the City Commission continued the item at the applicant's request to allow additional time to reach out to the neighbors.

REZONING

The applicant is requesting to change the zoning designation on the property from Single-Family 6000 Residential District (RS-6000) to Planned Residential Development District (PRD-1). The applicant is proposed to change the use on the property from the single family home to townhomes and single family homes, thus necessitating the change.

Article 645 of the City's LDC states, requests for rezoning shall be referred to the Planning and Zoning Board for recommendation and the City Commission shall determine if the application meets the criteria identify in Section 645-40, which are identified below.

(A) An application for a rezoning shall be reviewed in accordance with the following criteria:

(1) The request is consistent with the city's comprehensive plan; and

(2) The request is consistent with all applicable redevelopment plans, corridor plans, neighborhood plans, and master plans approved by the city commission; and

(3) The request would not give privileges not generally extended to similarly situated property in the area, or result in an isolated district unrelated to adjacent or nearby districts; and

a. The request furthers the city's adopted community redevelopment plan, if applicable; or

b. An error or ambiguity must be corrected; or

c. There exists changed or changing conditions which make approval of the request appropriate; or

d. Substantial reasons exist why the property cannot be used in accordance with the existing zoning; or

e. The rezoning is appropriate for the orderly development of the city and is compatible with existing (conforming) adjacent land uses, and planned adjacent land uses.

The applicant has provided a justification statement addressing these criteria.

FLEX ALLOCATION

The applicant is requesting a total of four (4) flex units, which will increase the project's density from twelve (12) dwelling units to a total of sixteen (16) dwelling units.

The applicant has requested the approval of several applications associated with proposed project including Plat, Variance and Site Plan in addition to the Rezoning and Assignment of Flex. These applications will be processed under separate applications. A site plan for this project will be presented with second reading of the Rezoning and Flex Allocation applications.

On Feb. 19, 2020 the Planning and Zoning Board's recommended approval of the request. On Feb. 25, 2020 the City Commission voted to deny the application. On March 10, 2020 the City Commission approved to reconsider the application request. On April 28, 2020 the City Commission continued this item at the applicant's request.

Recommendation

Approve the ordinance on first reading.

ORDINANCE NO. 2020-008

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE REQUEST, MADE BY 2900 SW 45TH DANIA BEACH, LLC, FOR A REZONING (RZ-103-19) AND FLEXIBILITY UNITS ALLOCATION (OT-164-19) FOR PROPERTIES GENERALLY LOCATED AT 2900 SW 45TH STREET IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A," A COPY OF WHICH IS ATTACHED TO THIS ORDINANCE; CHANGING THE CURRENT ZONING CLASSIFICATION OF THE PROPERTIES FROM SINGLE-FAMILY 6000 RESIDENTIAL DISTRICT (RS-6000) TO PLANNED RESIDENTIAL DEVELOPMENT DISTRICT (PRD-1), SUBJECT TO CERTAIN RESTRICTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 28, "Land Development Code," ("LDC") Part 6, "Development Review Procedures and Requirements," Article 645 "Rezoning" of the City Code of Ordinances (the "City Code"), 2900 SW 45th Dania Beach, LLC (the "Applicant") has applied to the City of Dania Beach (the "City") for approval of a Rezoning (RZ-103-19) from RS-6000 to PRD-1 and a Flexibility ("Flex") Units allocation (OT-164-19) of four (4) units for properties generally located at 2900 SW 45th Street, as legally described in Exhibit "A;" and

WHEREAS, the City Planning and Zoning Board, sitting as the Local Planning Agency, held a duly advertised public hearing on January 22, 2020 and recommended approval of the Rezoning (RZ-103-19) and Flex Units Allocation (OT-164-19) requests; and

WHEREAS, the City Commission conducted two (2) duly noticed public hearings in accordance with law; and

WHEREAS, the City Commission finds that the approval of the proposed Rezoning (RZ-103-19) and Flex Unit Allocation (OT-164-19) will protect the public health, safety, and welfare of the residents of the City, and further the purpose, goals, objectives and policies of the Comprehensive Plan;

NOW, THEREFORE, BE IT 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 pursuant to Chapter 28 "Land Development Code," Part 6 "Development Review Procedures and Requirements," Article 645 "Rezoning," the Rezoning request (RZ-103-19) from RS-6000 to PRD-1 for the property generally located at 2900 SW 45th Street, as legally described in Exhibit "A," is approved.

Section 3. That the assignment of four (4) residential Flex Units (OT-164-19) from the city-wide, unified Flex Zone for property legally described in Exhibit "A," is approved.

Section 4. That 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 deferral agency and does not create any liability on the part of the municipality for issuance of the permit if the applicant fails to first obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

Section 5. 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 6. That all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

Section 7. That this Ordinance shall be effective immediately upon its passage and adoption on second reading.

PASSED on first reading on May 12, 2020.

PASSED AND ADOPTED on second reading on _____.

ATTEST:

_____	_____
THOMAS SCHNEIDER, CMC CITY CLERK	LORI LEWELLEN MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

_____

THOMAS J. ANSBRO
CITY ATTORNEY

EXHIBIT "A"

LEGAL DESCRIPTION

The North 330 feet of the South 351 feet of the East one-Half of Lot 6, in Block 3 of MARSHALL'S EVERGLADES SUBDIVISION in Section 29, Township 50 South, Range 42 East, according to the Plat thereof, recorded in Plat Book 2, at Page 32, of the Public Records of Dade County, Florida;

LESS AND EXCEPT that portion lying within the West 10 feet of the North 330 feet of the South 351 feet of said parcel;

The East One-Half of Lot 6, lying South of the canal, in Block 3 of MARSHALL'S EVERGLADES SUBDIVISION in Section 29, Township SO South, Range 42 East, according to the Plat thereof, recorded in Plat Book 2, at Page 32, of the Public Records of Dade County, Florida;

LESS AND EXCEPT that South 3Sl feet, and LESS that portion of the above parcel lying within the West 10 feet of the North 335 feet of the South 3S6 feet of said parcel;

But together with an easement upon and across the following described property, to wit:

The West 10 feet of the North 33S feet of the South 3S6 feet of the East One-Half of Lot 6 of MARSHALL'S EVERGLADES SUBDIVISION in Section 29, Township SO South, Range 42 East, according to the Plat thereof, recorded in Plat Book 2 at Page 32, of the Public Records of Dade County, Florida;

Said lands situate, lying and being in Broward County, Florida.

ON MAP

03-19
64-19

NING
UNIT

OAK'S

5 STREET

FER
T PROPERTY

EACH
LOVE IT.

Feet
300 400

SEVEN OAKS
PRD-1 Criteria
CITY OF DANIA BEACH, FLORIDA
AUGUST 5, 2019

1. Seven Oaks proposes the development of a four (4) single family residential homes, and two townhome buildings with (12) residential units.

   The project is located on the northwest corner of S.W. 28th Terrace and S.W. 45th Street. The net area of the property is ± 2.1 acres exclusive of adjacent public right of ways.

   Seven Oaks is owned in total by the applicant submitting this application. The project is being developed by WH Developments as designed by Synalovski Romanik Saye Architects.

2. The proposed residential development has a density of eight (8) units per acre. The gross area of 94,589 SF 2.01 Acres, multiplied by eight (8) units to an acre is equal to the proposed sixteen (16) homes. Thus, the resulting four (4) single family homes and twelve (12) Town homes proposed.

3. The proposed PRD-1 limits the vehicular and pedestrian circulation that provides convenient access to each of the residential lots from a single access on S.W. 45th Street. This gated access allows for both resident and visitor entry lanes as well as a common exit lane.

   In addition to the parking provided at each residential lot, guest parking spaces are conveniently distributed with the provided driveways to satisfy the total required parking.

   The proposed common open space will be owned and maintained by Seven Oaks Homeowner's Association.

4. The proposed PRD-1 identifies the size of the two story single family home with a gross building area of 2,507 SF, and the two story townhomes from 1,755 SF. To 2,183 SF.

   Of the proposed townhomes have a minimum front setback 18'-0", side yard 10'-0", and a rear setback 23'-0". Note the northern most townhome has a rear setback that varies from 10'-0" to 23'-0" as it meets the side setback. The proposed single-family units have a front setback 20'-0", Side setback 5'-0" (10'-0" between units), and a rear setback 46'-0"

A total of four (4) single-family homes are being proposed. The smallest single-family lot shall be 5,389 SF, and the largest shall be 5,411 SF. A total of twelve (12) townhome lots are proposed. The smallest townhome lot 2,420 SF, and the largest shall be 3,488 SF.

5. The disposition of sanitary sewer will be completed by an on-site collection system that will tie to an existing sanitary line along SW 28th terrace

   The disposition of storm sewer will be completed by an on-site dry retention area and exfiltration trench all located within the property.

6. As required, covenants, easements and other restrictions will be imposed upon the use of the Land and proposed buildings inclusive of public utilities. These encumbrances will be determined as the PRD-1 application progresses and such conditions are identified or required.

7. The provisions for parking of vehicles are satisfied by providing thirty six (36) parking spaces for the townhomes units , and twelve (12) parking spaces for the single family, giving a total of forty eight (48) parking spaces exceeding the requirement of thirty seven parking spaces for the whole site .

   The proposed internal road is twenty four (24) feet wide and is parallel to an internal four (4') foot wide sidewalk system to the a new public sidewalk along SW 28th terrace and SW 45th street. In addition to the parking provided, each home will provide a minimum of a two (2) car garage with minimum clear dimensions for vehicle storage of 20' deep x 18' wide. Note, for the purpose of parking calculation , one car is being counted as a parking space provided, the other parking spaces are in the individual driveways of each home.

8. The required modifications to the City Land Use Regulations proposed by this application are as follows:

   a. Roof overhangs may invade required setbacks up to two (2') feet
   b. Front setbacks (yards) may be twenty (18') feet for the townhome, and twenty (20') feet for the single family.
   c. Side setbacks (yards) may be ten (10') feet for the townhome, and four foot ten inches (4'-10"') for the single family.
   d. Rear setbacks (yards) may be ten (23') feet for the townhome, and forty-six (46') feet for the single family. Note the northern most townhome has a rear setback that varies from 10'-0" to 23'-0" as it meets the side setback.

e. Maximum building heights may be thirty-five (35') feet.
f. Minimum lot pervious area may be forty four (44%) percent for the townhome, and sixty four (64%) percent for the single family.
g. Open space other than vehicular and pedestrian access facilities shall not be required.
h. Minimum lot width shall be twenty-eight (28') feet for the townhome, and thirty nine foot ten inches (39'-10") for the single family.
i. Minimum lot length shall be one hundred and six feet and nine and half inches (106'-9 1/2") for the townhome, and one hundred thirty five feet and three and half inches (135'- 3 1/2") for the single family.
j. Minimum lot area shall be two thousand four hundred and twenty (2,420 SF) square feet for the townhome, and five thousand three hundred eighty-nine (5,389 SF) square feet for the single family.
k. Existing trees to remain; to be relocated or; to be mitigated.

9. The proposed PRD-1 is intended to be developed as a single phase over a period of four (4) years subject to market conditions.

10. Approval of the proposed PRD-1 would be in the public interest and would be consistent with the City's statement of purposes on planned unit development for the following reasons:

a. The proposed PRD-1 has a maximum density of eight (8) units per under the PRD-1 District (Single family/ Townhomes).
b. The proposed PRD-1 offers a "mix" of residential products (Townhomes , Single Family homes), allowing for diversity.
c. The proposed PRD-1 respects and celebrates the existing vegetation.
d. The proposed PRD-1 replaces an existing "Single Family home" which limits the positive economic impact for the City.
e. The proposed PRD-1 is compatible with the surrounding neighborhood (s). It is in harmony with the existing development to the west, Oaks at Hidden Harbour.
f. The proposed PRD-1 is consistent with the City and County Land Use Plan(s).

11. Seven Oaks proposes a rezoning to from RS-6000 to PRD-1. This request is consistent with the City's Zoning Code

12. In order to demonstrate compliance with the regulations governing planned unit developments identified in the city LDC (Section 645-40) we propose the following criteria standards:

(1) The proposed planned unit development is consistent with the City of Dania Beach Comprehensive Plan in that it provides a use and density equal to or less than prescribed by said plan. Further, the PRD-1 is not contrary to any of the elements of the Comprehensive Plan.

(2) The request is consistent with all applicable redevelopment plans, corridor plans, neighborhood plans, and master plans approved by the city commission; and is in scale and character with these boundaries within 400 feet of the site.

(3) The request would not give privileges not generally extended to similarly situated properties in the area and is similar in scope to the adjacent community The Oaks at Hidden Harbour or unrelated districts.

a. The request furthers the city's adopted community redevelopment plan respecting and preserving the scenic features and amenities that the site and surrounding area (s) offer. In particular, the proposed development clears and cleans all dead vegetation on site and enhances the remaining material or relocating remaining vegetation to further promote its use and existence. If left undeveloped, the existing vegetation would suffocate from parasite and pest infestation which has developed from lack of maintenance.

b. No error or ambiguity is created for the development and is in harmony with the surrounding community.

c. No proposed conditions which will require to make the approval request appropriate, all proposed development is in line with previously approved developments.

d. The property was platted prior to the existing of the City of Dania Beach, and its requirement for zoning designations and will be difficult to develop with the existing zoning

e. The rezoning is appropriate for the orderly development of the city and is compatible with existing (conforming) adjacent land uses, and the proposed planned development is planned in harmony with the residential developments in the area. It offers products equal to The Oaks at Hidden Harbour. The solution respects the immediate neighbors to the East and South with ample setbacks. Further, it provides an elegant frontage to the existing right of way (s) to the East (SW 45th Street) and SW 28th terrace.

13. In order to demonstrate compliance with the regulations governing planned developments we propose the following design standards:

a. The proposed planned unit development intends to develop homes along the east, west, north and south property lines (perimeter) in an effort to create enclosure, privacy, security and community. This repetition creates a rhythm, which is integral to the design solution of the project. In contrast with the "formal" massing of buildings, the Seven Oaks stand in natural contradiction creating an urban forest without complexity. All homes will be limited to two (2) stories with a maximum height of 35'. The access to the community will be from S.W. 45th Avenue. It will be gated and controlled allowing visitors to seek access via a keypad intercom. Once on site, all residential homes have direct access from a single road all the residential lots. Easy access is available to and from adjacent uses and blocks using existing right of ways.

b. The planned development will provide a design standard for all residential homes as shown by the prototype model. Massing, materials, finishes, colors architectural details, architectural elements, siting/placement will all be integrated by the proposed Master Plan. Buildable areas, setbacks, tree locations and tree relocations have been designed to promote a visually and physically integrated development.

c. The sides and rears of all buildings within the planned unit development are equal in amenity and appearance to the treatment given to the street frontage (main elevation) of these same buildings.

d. The location of building footprints has been carefully designed to take advantage of all the natural features provided by the site.

e. The proposed planned development incorporates the architectural solution of a prototype model product designed specifically to insure extraordinary light and air exposures to the rooms within. From two (2) story volumes of space to transparency provided by proposed glazing, the prototype model is a celebration of South Florida Architecture. A contemporary interior design solution with a classical exterior vocabulary.

f. Privacy is essential to this planned unit development. Parking is evenly distributed to each residential lot where each home is required a garage. Further, each lot is provided with a paved driveway for additional vehicles. Guest parking spaces evenly dispersed throughout the community. Visual and audible privacy between adjacent buildings is insured by the careful placement of windows, decks, yards and vegetation.

g. An access road with designed turning radii for emergency vehicles provides access to all residential units. This twenty four (24') foot wide paved

section insures the safety of all residents in the planned unit development.

14. In order to demonstrate compliance with the regulations governing planned unit developments we propose the following landscape design standards

    14.a The coordinated landscape design of the project revolves around the preservation and relocation of the extraordinary vegetation existing on site. Mostly mature oaks of significant value, the existing material has been carefully integrated into the design solution of the project. The trees define lots, yards, the main road, residential driveways and resulting pedestrian paths. Individually, each residential lot will be provided with a landscape package that further enhances the architectural design solution of the home.

    14.b All the landscape material selected is appropriate to the local growing conditions. Further, when coupled with the existing mature vegetation, they combine to clearly define the main road, the pedestrian walks and the individual residential yards (front, side (s), rear). From ground cover to shrubs... to street trees.

    14.c The tree mitigation plan for the proposed planned unit development plan is unique and extraordinary. All existing trees of merit, as determined by the City's landscape architecture consultant, have been conserved. They will remain in their current location or relocated to a preferred location in order to provide an integrated landscape design plan.

    14.d The perimeter of the proposed planned development is intended to be defined by the rhythm established by the proposed landscape material, planted at appropriate intervals which, brings the fabric of the urban forest to the street of bordering the project.

15. In order to demonstrate compliance with the regulations governing planned unit developments we propose the following circulation system design standards:

    15.a. In order to provide an adequate, safe and convenient arrangement of pedestrian circulation, roadway, driveways and guest parking, the planned unit development is proposed with an internal road that is accessed from the right of way (SW 45th Street) via a gated (controlled) entry. This simple road leads to the driveways of each residential lot which allows for a minimum of two (2) parking spaces in addition to parking spaces provided in garages at each residence. Further, a continuous pedestrian walk links all the homes to the sidewalk in the public right of way (SW 28th Terrace).

15.b The vehicular and pedestrian circulation systems are integral to the overall site plan. The siting of the residential building footprints creates open spaces that promote a balance between mass and open space which is celebrated by the existing vegetation and proposed landscaping.

15.c No pedestrians moving between residences will be unnecessarily exposed to vehicular traffic as a result of the provided pedestrian walks.

15.d Pedestrian walks have been provided along the length of the internal road to eliminate the need for any foot traffic on paved road sections. These walks are landscaped and graded to create an elegant procession from home to home.

15.e. In order to establish a formidable residential community, the proposed planned unit development uses site architectural elements to create unique characters. Entry gates, curbing, pavers, streetlight fixtures, exterior residential light fixtures and landscape material have been carefully selected and designed. Beyond their functional use and ease of maintenance, these elements are beautiful individually and collectively create Seven Oaks.

16. In order to demonstrate compliance with the regulations governing planned development we propose the following parking and loading design standards.

16.a The planned unit development proposes landscape improvements at all residential driveways to eliminate unsightliness and monotony of parked cars.

16.b All pedestrian connections in the proposed community are defined by landscaped walks with proper lighting for night use.

16.c Whether in the individual lots or along the internal road, all parking areas are carefully arranged with significant landscape. The ease of access is promoted by a simple vehicular circulation pattern defined by the proposed residential lots.

16.d. No loading facilities are provided as a result of the proposed single-family and Townhome residential community. Nonetheless, driveways at each residential lot will be utilized for loading on an as needed basis.

16.e The proposed planned unit development satisfies the parking requirement of the City's zoning code exclusive of the garages which are a requirement of each residential lot.

In advance, we thank you for your attention to this matter. Do not hesitate to contact me personally should you have any further questions with any of the above.

Respectfully,

Manuel Synalovski, AIA, LEED AP
Principal

RECEIVED
FEB 07 2020
BY:

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), 2900 SW 45th Dania Beach LLC and _____, for property located at 2900 SW 45 Street (the "Property"), and this sworn statement pertains to the application for Rezoning and Flex Units, relating to Petition number RZ-103-19 & OT-164-19 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 February 4, 2020, 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 February 4, 2020

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.

RECEIVED
FEB 07 2020

City of Dania Beach
PUBLIC HEARING NOTICE
WEDNESDAY, FEBRUARY 19, 2020

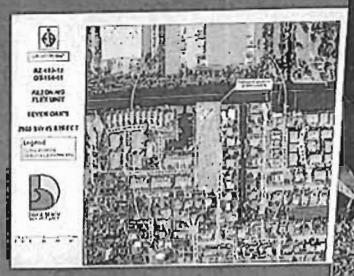
THIS PROPERTY IS THE SUBJECT OF UPCOMING PUBLIC HEARINGS

TIME | 7:00 p.m.
PLACE | City Commission Chambers
City Hall, 100 West Dania Beach Blvd.
Dania Beach, FL 33004

PROJECT | Seven Oaks

REQUESTS: | - Rezoning
- Flex Unit

FILE #: | RZ-103-19 / OT-164-19



For more information, please visit our website http://daniabeachfl.gov/Public-Hearings or call (954) 924-6800 x 3643.

RECEIVED
FEB 07 2020
BY:

RECEIVED
FEB 07 2020

RECEIVED
JAN 22 2020
BY:

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

AFFIDAVIT

CITY OF DANIA BEACH, FLORIDA

COMMUNITY DEVELOPMENT DEPARTMENT

MAILING LIST AND LABELS

STATE OF FLORIDA
COUNTY OF Broward

BEFORE ME, the undersigned authority, personally appeared Christina Mathews,
(Print Name)
who, after being duly sworn, deposes and says:

1. I am an individual over the age of 18 years old and

   (CHECK APPLICABLE SPACE)
   ___ I am the property Owner of the property identified below,

   OR
   X I represent to the City of Dania Beach, Florida that I am an authorized agent and representative of the property owner(s), 2900 SW 45th Dania Beach LLC,
   (Print Name of Property Owner)
   for the property located at 2900 SW 45 Street (the "Property"), and this
   (Address)
   sworn statement pertains to the application for Assignment of Flex

   _____
   (Briefly describe application, such as "site plan approval" or a "variance" or a "special exemption")
   relating to Petition number(s)**OT-164-19**.

2. Pursuant to **Sec. 610-20(D)** of the Land Development Code ("LDC") of the Code of Ordinances of the City of Dania Beach, Florida, I understand that there is a mailing date deadline for notices and that as the applicant for the petition, I must provide the City with:

   - One (1) set of Mailing Labels, and
   - One (1) copy of the mailing list for all property owners who or which own property located within 450 feet of the subject property.

3. I understand that I am legally responsible for timely providing the City with the mailing labels and mailing list a minimum of twenty-five (25) days prior to the mailing date (for projects which may have more than 200 mailings, I understand that City staff may request labels even earlier). The mailing date is _____, 20____. I am also aware that pursuant to **LDC Sec. 610-30(D)(3),** "[T]he mail notice shall contain substantially the same information as provided in the newspaper advertisement for the same application, and shall also contain the legal description of the subject property, the approximate relation to the nearest cross street(s) and a map or demarcated aerial photograph showing its approximate size, location and relationship to adjacent properties."

4. If I do not timely provide the mailing labels and mailing list, the City will need to delay the processing of the application.

OWNER OR REPRESENTATIVE:

_____
Signature

_____
PRINT Name

_____
Title

JOINT OWNER (IF APPLICABLE)

_____
Signature

_____
PRINT Name

_____
Title

IF CORPORATION, LIMITED LIABILITY COMPANY, LIMITED PARTNERSHIP OR OTHER ENTITY:

Cutro & Associates
(Full Legal Name of Corporation or Entity)

_____
Signature

Christina Mathews
PRINT Name

mng
Title

On January 17, 2020, personally appeared Christina Mathews and (if applicable, if there is a co-owner) _____, as the Owner(s) of the property described above. Such person(s) is/are personally known to me or produced _____ his/her/their identification.

_____
NOTARY PUBLIC
State of Florida

My Commission Expires: 1-24-21

NATALIE BEDELL
Notary Public – State of Florida
Commission # GG 065714
My Comm. Expires Jan 24, 2021
Bonded through National Notary Assn.

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

AFFIDAVIT
CITY OF DANIA BEACH, FLORIDA
COMMUNITY DEVELOPMENT DEPARTMENT
MAILING LIST AND LABELS

STATE OF FLORIDA
COUNTY OF Broward

BEFORE ME, the undersigned authority, personally appeared Christina Mathews,
(Print Name)
who, after being duly sworn, deposes and says:

1. I am an individual over the age of 18 years old and

   (CHECK APPLICABLE SPACE)
   ___ I am the property Owner of the property identified below,

   OR
   _X_ I represent to the City of Dania Beach, Florida that I am an authorized agent and representative of the property owner(s), 2900 SW 45th Dania Beach LLC_,
   (Print Name of Property Owner)
   for the property located at 2900 SW 45 Street (the "Property"), and this
   (Address)
   sworn statement pertains to the application for Site Plan and Rezoning
   _____
   (Briefly describe application, such as "site plan approval" or a "variance" or a "special exemption")
   relating to Petition number(s)**SP-102-19 & RZ-103-19**.

2. Pursuant to **Sec. 610-20(D)** of the Land Development Code ("LDC") of the Code of Ordinances of the City of Dania Beach, Florida, I understand that there is a mailing date deadline for notices and that as the applicant for the petition, I must provide the City with:

   - One (1) set of Mailing Labels, and
   - One (1) copy of the mailing list for all property owners who or which own property located within 450 feet of the subject property.

3. I understand that I am legally responsible for timely providing the City with the mailing labels and mailing list a minimum of twenty-five (25) days prior to the mailing date (for projects which may have more than 200 mailings, I understand that City staff may request labels even earlier). The mailing date is _____, 20____. I am also aware that pursuant to **LDC Sec. 610-30(D)(3),** "[T]he mail notice shall contain substantially the same information as provided in the newspaper advertisement for the same application, and shall also contain the legal description of the subject property, the approximate relation to the nearest cross street(s) and a map or demarcated aerial photograph showing its approximate size, location and relationship to adjacent properties."

4. If I do not timely provide the mailing labels and mailing list, the City will need to delay the processing of the application.

OWNER OR REPRESENTATIVE:

_____
Signature

_____
PRINT Name

_____
Title

JOINT OWNER (IF APPLICABLE)

_____
Signature

_____
PRINT Name

_____
Title

IF CORPORATION, LIMITED LIABILITY COMPANY, LIMITED PARTNERSHIP OR OTHER ENTITY:

Cutro & Associates
(Full Legal Name of Corporation or Entity)

_____
Signature

Christina Mathews
PRINT Name

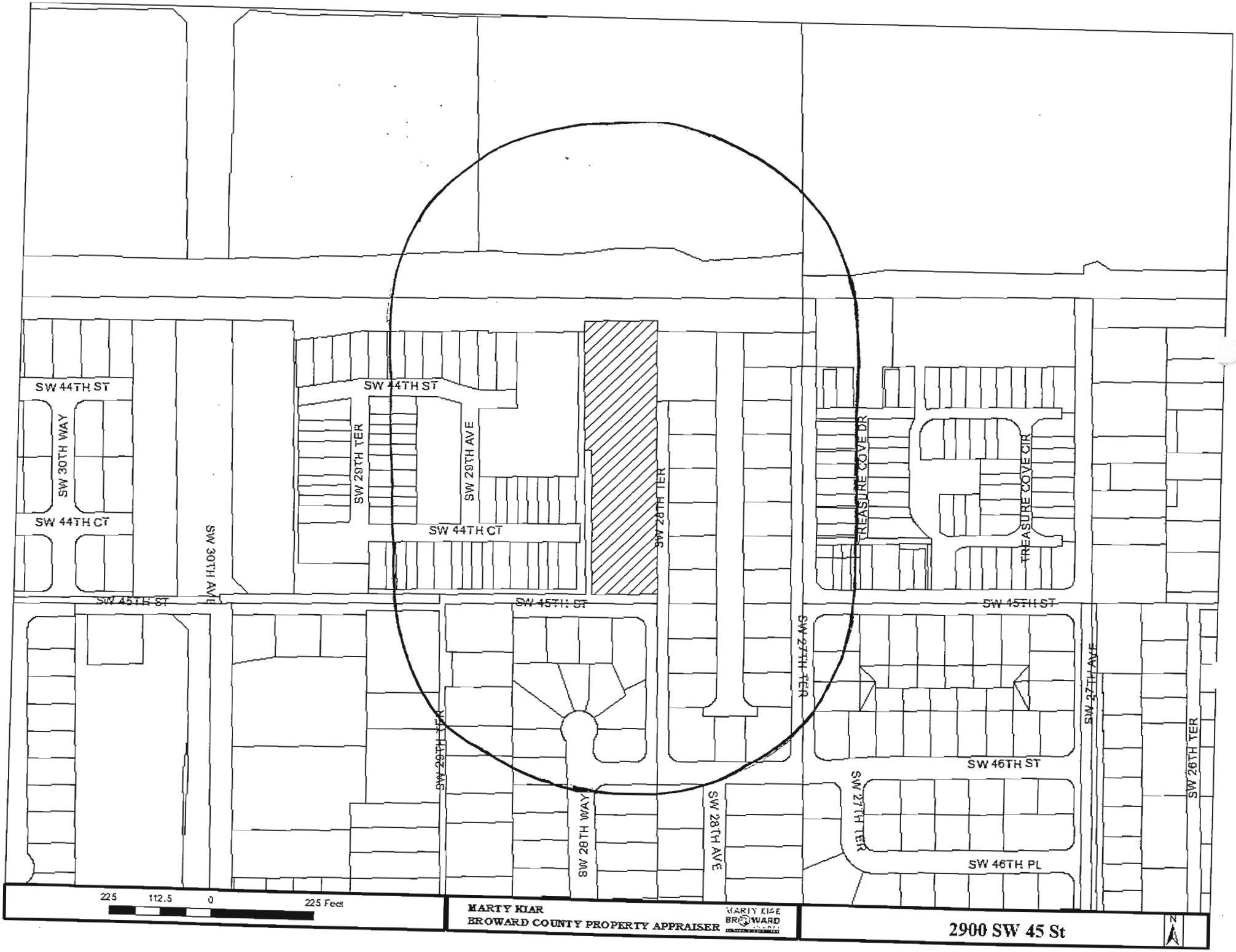
Mng
Title

On January 8, 2020, personally appeared christina mathews, and (if applicable, if there is a co-owner) _____, as the Owner(s) of the property described above. Such person(s) is/are personally known to me or produced _____ his/her/their identification.

_____
NOTARY PUBLIC
State of Florida

My Commission Expires: 1-24-21

NATALIE BEDELL
Notary Public – State of Florida
Commission # GG 065714
My Comm. Expires Jan 24, 2021
Bonded through National Notary Assn.


SW 44TH ST
SW 30TH WAY
SW 44TH CT
SW 30TH AVE
SW 45TH ST
SW 44TH ST
SW 29TH TER
SW 29TH AVE
SW 44TH CT
SW 45TH ST
SW 28TH TER
TREASURE COVE DR
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SW 27TH AVE
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SW 27TH TER
SW 46TH PL
SW 26TH TER
225 112.5 0 225 Feet
MARTY KIAR
BROWARD COUNTY PROPERTY APPRAISER
MARTY KIAR BROWARD
2900 SW 45 St
N

FOLIO_NUMB	NAME	ADDRESS_LI	CITY	STATE	ZIP	ZIP4	LEGAL
504229010910	2900 SW 45TH DANIA BEACH LLC% SILVER WAVE VENTURES	1000 W PEMBROKE RD STE 307	HALLANDALE BEACH	FL	33009		MARSHALLS EVERGLADE SUB 2-32 D29-50-42E1/2 OF LOT 6 S OF CANAL LESSRDS BLK 3
504229011040	PERDUE,HOWARD	4536 SW 29 TER	FORT LAUDERDALE	FL	33312	5615	MARSHALLS EVERGLADE SUB 2-32 D29-50-42LOT 14 E1/2 LESS S 1245 & LESSW 14 BLK 3
504229011050	MICK,GLEN & JULIE	4548 SW 29 TER	FORT LAUDERDALE	FL	33312	5615	MARSHALLS EVERGLADE SUB 2-32 D29-50-42LOT 14 E1/2 N 75 OF S 1245LESS W 14 FOR RD BLK 3
504229011060	KLOCHKOV,LARISA	1890 S OCEAN DR #2005E	HALLANDALE BEACH	FL	33009	7668	MARSHALLS EVERGLADE SUB 2-32 D29-50-42LOT 14 N 85 OF S 1170 OFE1/2,LESS W 14 THEREOF
504229011061	CAMPBELL,RICKY	4572 SW 29 TER	FORT LAUDERDALE	FL	33312	5615	MARSHALLS EVERGLADE SUB 2-32 D29-50-42LOT 14 E 145.61 OF W 159.61 OFN 65 OF S 1085 OF E1/2 BLK 3
504229011071	HOULE,MARCEL	4596 SW 29 TER	FORT LAUDERDALE	FL	33312		MARSHALLS EVERGLADE SUB 2-32 D29-50-42LOT 14 E 145.61 OF W 159.61OF N 85 OF S 1020 OF E1/2 BLK 3
504229011110	HOLDING,CHARLES S & PATRICIA	4537 SW 29 TER	FORT LAUDERDALE	FL	33312	5614	MARSHALLS EVERGLADE SUB 2-32 D29-50-42LOT 14 W1/2 N 1 AC LESS N 14FOR RD & LESS S 80 BLK 3
504229011111	VANCE,JESSE B & DOLORES A	4575 SW 29 TER	FORT LAUDERDALE	FL	33312	5614	MARSHALLS EVERGLADE SUB 2-32 D29-50-42LOT 14 S 80 OF N 1 AC OF W1/2BLK 3
504229011120	LABBE,ERIC	4585 SW 29 TER	FORT LAUDERDALE	FL	33312		MARSHALLS EVERGLADE SUB 2-32 D29-50-42LOT 14 N 165 OF W1/2 LESS N 1 ACBLK 3
504229011590	SOUTH FLORIDA WATER MANAGEMENTDISTRICT	PO BOX 24680	WEST PALM BEACH	FL	33416	4680	MARSHALLS EVERGLADE SUB 2-39 D29-50-42POR OF DANIA CUT OFF CANAL LYINGWITHIN SAID SEC 29,ALSO BEINGWITHIN UNINCORPORATED BROWARD
504229011600	SOUTH FLORIDA WATER MANAGEMENTDISTRICT	PO BOX 24680	WEST PALM BEACH	FL	33416	4680	MARSHALLS EVERGLADE SUB 2-32 D2-50-40POR OF DANIA CUT OFF CANAL LYINGWITHIN SAID SEC 29, ALSO BEINGWITHIN DANIA BEACH CITY LIMITS,LESS P/P/A TREASURE COVE 68-36B,LESS OR 44825/1117,LESS P/P/AR H PLAT 105-32 B,LESS P/P/ADANIA HOMES 183-87 B
504229011610	BROWARD COUNTYBOARD OF COUNTY COMMISSIONERS	115 S ANDREWS AVE RM 501-RP	FORT LAUDERDALE	FL	33301	1801	MARSHALLS EVERGLADES SUB 2-32 D29-50-42S 21 OF W1/2 OF LOT 7 & S 21 OFLOT 8
504229140490	RODRIGUEZ,JORGE &RENTEL,MARIA E	4608 SW 28 AVE	FORT LAUDERDALE	FL	33312	5608	AVON HEIGHTS 38-38 BLOT 1 BLK 3
504229140780	KEMETHER,DAVID	4480 SW 34 TER	FORT LAUDERDALE	FL	33312		AVON HEIGHTS 38-38 BLOT 14 N1/2,15 BLK 4
504229140790	HUALLPARIMACHI GONZALEZ,VICTORIAROESER,VICTORIA	4416 SW 28 TER	FORT LAUDERDALE	FL	33312		AVON HEIGHTS 38-38 BLOT 1 BLK 5
504229140800	MARTES,DORIS O	4424 SW 28 TER	FORT LAUDERDALE	FL	33312		AVON HEIGHTS 38-38 BLOT 2 BLK 5
504229140810	MONAHAN,KEVINMONAHAN,MICHAEL	4432 SW 28 TER	FORT LAUDERDALE	FL	33312		AVON HEIGHTS 38-38 BLOT 3 BLK 5
504229140820	PF DEVELOPMENT LLC	1205 S 21ST AVE	HOLLYWOOD	FL	33020	6936	AVON HEIGHTS 38-38 BLOT 4 BLK 5
504229140830	HORBALY,ERIC W & ,MICHELLE L	4448 SW 28 TER	FORT LAUDERDALE	FL	33312		AVON HEIGHTS 38-38 BLOT 5 BLK 5
504229140840	MILLER,MICHAEL G	4508 SW 28 TER	FORT LAUDERDALE	FL	33312	5610	AVON HEIGHTS 38-38 BLOT 6 BLK 5
504229140850	WINCHELL,DIANE	4516 SW 28 TER	FORT LAUDERDALE	FL	33312	5610	AVON HEIGHTS 38-38 BLOT 7 BLK 5
504229140860	PETERSON,LARRY WAYNE	4528 SW 28 TER	FORT LAUDERDALE	FL	33312		AVON HEIGHTS 38-38 BLOT 8 BLK 5
504229140880	FISHER,RICHARD ERICHARD E FISHER FAM TR	4540 SW 28 TER	FORT LAUDERDALE	FL	33312	5610	AVON HEIGHTS 38-38 BLOT 10 BLK 5
504229140890	WALSER,RICHARD L & MIRIELLE	2809 SW 46 ST	FORT LAUDERDALE	FL	33312	5636	AVON HEIGHTS 38-38 BLOT 11 BLK 5
504229140900	MILLOY,BRIAN	2797 SW 46 ST	FORT LAUDERDALE	FL	33312		AVON HEIGHTS 38-38 BLOT 12 BLK 5
504229140910	TUCKER,MATTHEW SEAN	2789 SW 46 ST	FORT LAUDERDALE	FL	33312	5662	AVON HEIGHTS 38-38 BLOT 13 BLK 5
504229140920	WHITE,JOSEPH P H/ELEWELLEN,LORI B	4541 SW 27 TER	FORT LAUDERDALE	FL	33312	5603	AVON HEIGHTS 38-38 BLOT 14 BLK 5
504229140930	INABNIT,RICHARD G & JACQUALINE	4533 SW 27 TER	FORT LAUDERDALE	FL	33312	5603	AVON HEIGHTS 38-38 BLOT 15 BLK 5

504229140940	RIGO,ROSEMARIE & RUDOLPH PRUDOLPH & ROSEMARIE RIGO REV TR	4525 SW 27 TER	FORT LAUDERDALE	FL	33312	5603	AVON HEIGHTS 38-38 BLOT 16 BLK 5
504229140950	SHAVER,LULA M	4517 SW 27 TER	FORT LAUDERDALE	FL	33312		AVON HEIGHTS 38-38 BLOT 17 BLK 5
504229140960	PEARSON,DRAKE ALAN	4509 SW 27 TER	FORT LAUDERDALE	FL	33312		AVON HEIGHTS 38-38 BLOT 18 BLK 5
504229140970	ANTHONY,MARIA-GORETTI H/EANTHONY,EDWARD ETAL	4449 SW 27 TER	FORT LAUDERDALE	FL	33312	5601	AVON HEIGHTS 38-38 BLOT 19 BLK 5
504229140980	SASARIO,ROSALIE	4441 SW 27 TER	FORT LAUDERDALE	FL	33312		AVON HEIGHTS 38-38 BLOT 20 BLK 5
504229140990	HODGES,DIANE E	4433 SW 27 TER	FORT LAUDERDALE	FL	33312	5601	AVON HEIGHTS 38-38 BLOT 21 BLK 5
504229141000	SUAREZ,GABRIEL	4425 SW 27 TER	FORT LAUDERDALE	FL	33312	5601	AVON HEIGHTS 38-38 BLOT 22 BLK 5
504229141010	ROBERTS,KEITH A	4417 SW 27 TER	FORT LAUDERDALE	FL	33312		AVON HEIGHTS 38-38 BLOT 23 BLK 5
504229141020	JACQUES,HELENE H/EJACQUES,ANDRE	4409 SW 27 TER	FORT LAUDERDALE	FL	33312		AVON HEIGHTS 38-38 BLOT 24 BLK 5 TOGETHER WITH W1/2OF PART OF VAC'D R/W DESC'D INCITY OF DANIA RESOLUTION 81-92
504229141030	PUBLIC LAND% CITY OF DANIA BEACH	100 W DANIA BEACH BLVD	DANIA BEACH	FL	33004	3643	AVON HEIGHTS 38-38 BCANAL AS DEDICATED PER PLAT
504229230010	NAZARIO,CARLOS	2756 SW 45 ST	FORT LAUDERDALE	FL	33312		LAKEWOOD VILLAS 76-18 BLOT 1 BLK 1
229230180	SOTOMAYOR,MARIA & ROBERTO	4518 SW 27 TER	FORT LAUDERDALE	FL	33312	5604	LAKEWOOD VILLAS 76-18 BLOT 18 BLK 1
504229230190	WEINBERG,SUSAN C	608 SOMERSET COURT	MARCO ISLAND	FL	34145		LAKEWOOD VILLAS 76-18 BLOT 19 BLK 1
504229230200	TORRES,CARMEN H	4506 SW 27 TER	FORT LAUDERDALE	FL	33312	5604	LAKEWOOD VILLAS 76-18 BLOT 20 BLK 1
504229230210	JASLOWSKI,JOHN A & LORI C	4500 SW 27 TER	FORT LAUDERDALE	FL	33312	5604	LAKEWOOD VILLAS 76-18 BLOT 21 BLK 1
504229260010	CROSSLEY,CHRISTOPHER & PATRICIA	4610 SW 28 WAY	FORT LAUDERDALE	FL	33312	5613	R Y K HOMESITES 79-32 BLOT 1 BLK 1
504229260080	FANA,LEANDRO MIGUEL TORIBIOLORA,MARY J ETAL	2854 SW 45 ST	FORT LAUDERDALE	FL	33312		R Y K HOMESITES 79-32 BLOT 1 LESS E 5 BLK 2
504229260090	FOY,PHILIP & SANDRA	2846 SW 45 ST	FORT LAUDERDALE	FL	33312		R Y K HOMESITES 79-32 BLOT 1 E 5,2 BLK 2
504229260100	SWINFORD,SCOTT	2838 SW 45 ST	FORT LAUDERDALE	FL	33312	5629	R Y K HOMESITES 79-32 BLOT 3,4 W 5 BLK 2
504229260110	BERGBAUM,URI	2830 SW 45 ST	FORT LAUDERDALE	FL	33312	5629	R Y K HOMESITES 79-32 BLOT 4 LESS W 5,TOGETHER WITH APOR OF LOT 7 DESC AS:BEG NE CORSAID LOT 7;S 34.94;W 55;NW 74.06E 75 TO POB LESS POR DESC'D INOR 51147/1412
504229260120	BLANDIN,DEXTER A	4548 SW 28 WAY	FORT LAUDERDALE	FL	33312		R Y K HOMESITES 79-32 BLOT 5 BLK 2
504229260130	MENDA,JOSEPH & ELIZABETH M	4541 SW 28 TER	FORT LAUDERDALE	FL	33312	5660	R Y K HOMESITES 79-32 BLOT 6 TOG W POR LOT 7 DESC'D AS;BEG SE COR LOT 7,SW 55,NW 10.68,NE 53.86 TO POB BLK 2
504229260140	SWINFORD,SCOTT	2838 SW 45 ST	FORT LAUDERDALE	FL	33312	5629	R Y K HOMESITES 79-32 BLOT 7 LESS POR DESC AS:BEG NECOR SAID LOT 7;S 34.94;W 55;NW 74.06,E 75 TO POB TOGET WITHTHAT POR OF LOT 8 DESC AS:BEGNE COR SAID LOT 8;SW 79.35,NE 75.55,E 23.05 TO POBBLK 2
504229260150	CROCKETT,THOMAS H/ECROCKETT,EVELENE C	4531 SW 28 WAY	FORT LAUDERDALE	FL	33312		R Y K HOMESITES 79-32 BLOT 8 LESS POR DESC INOR 30871/1330BLK 2
504229260160	GAD,SAYED RAMADAN & REBECCA	4535 SW 28 WAY	FORT LAUDERDALE	FL	33312	5611	R Y K HOMESITES 79-32 BLOT 9 BLK 2
504229260170	ARNETT,CLOYS W JR	4539 SW 28 WAY	FORT LAUDERDALE	FL	33312	5611	R Y K HOMESITES 79-32 BLOT 10 BLK 2
504229260180	GRANT,MICHAEL A &GRANT,DOREEN C	4541 SW 28 WAY	FORT LAUDERDALE	FL	33312		R Y K HOMESITES 79-32 BLOT 11 BLK 2
504229260190	LLOYD,WILLARD G & DONNA D	4609 SW 28 WAY	FORT LAUDERDALE	FL	33312	5612	R Y K HOMESITES 79-32 BLOT 12 BLK 2
504229260200	LLOYD,WILLARD G & DONNA D	4609 SW 28 WAY	FORT LAUDERDALE	FL	33312	5612	R Y K HOMESITES 79-32 BLOT 13 BLK 2
504229290010	TRANSCAPITAL BANK% WILLIAM HIMES	8850 W OAKLAND PARK BLVD	SUNRISE	FL	33351		MARSHALLS EVERGLADE SUB 2-32 D29-50-42LOT 3 LESS W 171 & LESS S 30 FORST & LESS PT LYING WITHIN 40 OFC/L OF SEC FOR RD & LESS EXTAREA FORMED BY 25 RAD ARCLOCATED IN SE COR OF SAID PAR &LESS E 70 OF W 246 OF N 90 OFS 524 & LESS OR 7870/365 BLK 3AKA:

504229290011	TREASURE COVE UNIT OWNERSASSOC INC	4495 TREASURE COVE DR	FORT LAUDERDALE	FL	33312		PLAT OF SEC'S 28,29,31 & 32 TWP50 S R 42 E 2-32 DA POR OF LOT 3 BLK 3,DESC AS APOR OF W 30 OF LOT 3 LYING BETELY EXT OF N/L & ELY EXT OF S/LOF LOT 24 BLK 5 AVON HEIGHTS38-38 B
504229290012	BETHBART HOLDINGS LLC	2699 STIRLING RD #C-101	FORT LAUDERDALE	FL	33312		MARSHALLS EVERGLADE SUB 2-32 D29-50-42LOT 3 N 26 OF S 176 OF E 90OF W 120 BLK 3AKA:UNIT 1,TREASURE COVE VILLAS
504229290020	CASTILLO,MANUEL R JR & BONITA A	4497 TREASURE COVE DR	FORT LAUDERDALE	FL	33312		MARSHALLS EVERGLADES SUB 2-32 D2-50-42LOT 3 N 35 OF S 211 OF E 90 OFW 120 TOG WITH N 6 OF S 150 OFE 90 OF W 120, BLK 3AKA: UNIT 2 & ABUTTING COMMONAREA OF LOTS 1 & 2 TREASURE COVEVILLAS
504229290030	CONCANNON,ELISABETH L	4495 TREASURE COVE DR	FORT LAUDERDALE	FL	33312	5652	MARSHALLS EVERGLADES SUB 2-32 D29-50-42LOT 3 N 26 OF S 242 OF E 90OF W 120 BLK 3AKA:UNIT 3,TREASURE COVE VILLAS
504229290031	SEHNERT,TRENT ISEHNERT,ZORAIDA R	3511 N PARK RD	HOLLYWOOD	FL	33021		MARSHALLS EVERGLADES SUB 2-32 D29-50-42LOT 3 N 5 OF S 216 OF E 90 OFW 120 BLK 3AKA:N1/2 OF COMMON AREA LYING BETUNITS 2 & 3 AND ABUTTING UNIT 3TREASURE COVE VILLAS
504229290040	SEHNERT,TRENT ISEHNERT,ZORAIDA R	3511 N PARK RD	HOLLYWOOD	FL	33021		MARSHALLS EVERGLADES SUB 2-32 D2-50-42 AND TREASURE COVE168-36 BLOT 3 N 30 OF S 272 OF E 90 OFW 120 BLK 3 TOG WITH POR OF PARA OF TREASURE COVE DESC AS: COMMMOST SLY SW COR PAR A, N 100, W31.62, N 140 TO POB, W 90, N 5,E 90, S 5 TO POBAKA: UNIT 4 & ABUTTING COMMON
504229290050	D'AMICO,JOSEPH P & GEORGIANA	4491 TREASURE COVE DR	FORT LAUDERDALE	FL	33312	5652	MARSHALLS EVERGLADES SUB 2-32 D29-50-42LOT 3 N 31 OF S 308 OF E 90 OFW 120 BLK 3AKA: UNIT 5 & ABUTTING COMMONAREA TREASURE COVE VILLAS
504229290060	WMD INVESTMENTS LLC	5605 WHITNEY MILL WAY	ROCKVILLE	MD	20852		MARSHALLS EVERGLADES SUB 2-32 D29-50-42LOT 3 N 30 OF S 338 OF E 90OF W 120 BLK 3AKA:UNIT 6,TREASURE COVE VILLAS
504229290061	WHITE,LYLE D	1550 SKYLINE CT	SAINT PAUL	MN	55121	1148	MARSHALLS EVERGLADES SUB 2-32 D29-50-42LOT 3 N 5 OF S 343 OF E 90 OFW 120AKA:COMMON AREA ABUTTING UNIT 6TREASURE COVE VILLAS
504229290070	BOISCLAIR,ANDRE & FERNANDE	4487 TREASURE COVE DR	FORT LAUDERDALE	FL	33312		MARSHALLS EVERGLADES SUB 2-32 D29-50-42LOT 3 N 26 OF S 374 OF E 90 OFW 120 TOGETHER/W LOT 3 N 5 OF S348 OF E 90 OF W 120 BLK 3AKA: UNIT 7 & PT COMMON AREAABUTTING UNIT 7TREASURE COVE VILLAS
504229290080	YEAA LLC	10097 CLEARY BLVD STE 105	PLANTATION	FL	33334		MARSHALLS EVERGLADES SUB 2-32 D29-50-42LOT 3 N 30 OF S 404 OF E 90OF W 120 BLK 3AKA:UNIT 8,TREASURE COVE VILLAS
504229290081	MILLER,JAMES FREEMAN & TERRY L	7822 LYREBIRD DR	N LAS VEGAS	NV	89084	2411	MARSHALLS EVERGLADES SUB 2-32 D2-50-42LOT 3 N 6 OF S 410 OF E 90 OFW 120 BLK 3AKA: COMMOM AREA ABUTTING UNIT 8TREASURE COVE VILLAS

504229290090	ROBERT DEVLIEGER II DESCENDANTSDEVLEGER II,ROBERT TRSTEE	3710 OAKMONT SE	GRAND RAPIDS	MI	49546		MARSHALLS EVERGLADES SUB 2-32 D29-50-42E 30 OF W 75 OF N 85 OF S 519 OFLOT 3 BLK 3 OF SEC 29-50-42
504229290091	VALLETTI,SEBASTIAN A JR	5745 SW 75 ST #13	GAINSVILLE	FL	32608	5504	MARSHALLS EVERGLADES SUB 2-32 D29-50-42W 75 OF W 110 OF N 90 OF S 524OF LOT 3 BLK 3 OF SEC 29-50-42,LESS W 30 FT FOR RD R/W, & LESSE 30 OF W 75 OF N 85 OF S 519 OFLOT 3 BLK 3 SEC 29-50-42RECORDED IN O.R. 37465/40 B
504229290100	FISCHER,ELI R & JEAN P	119 SEVILLE PL SW	PORT CHARLOTTE	FL	33952		MARSHALLS EVERGLADES SUB 2-32 D29-50-42PT OF LOT 3,BLK 3 DESC AS,E 35OF W 110 OF N 90 OF S 524
504229290701	KJ PROPERTIES INC	1543 SE 12 CT	FORT LAUDERDALE	FL	33316	2203	MARSHALLS EVERGLADE SUB 2-32 D29-50-42PT OF LOT 3 DESC AS COMM AT SWCOR OF LOT 3,E 125.45,N 30,TOPOB,N 71,W 95,N 29,E 121.62,S100,W 26.17 TO POB LESS POR DESCIN OR 29212/1443 & LESS OR30896/1719,39746/1549 &48091/764
504229290710	IRIZARRY,JOSE	3441 NE 12 AVE	POMPANO BEACH	FL	33064	5224	MARSHALLS EVERGLADE SUB 2-32 D29-50-42PORTION OF LOT 3 DESC AS COMM ATSW COR OF SAID LOT,ELY 65.33,N30 TO POB,W 10.40 TO P/C,NWLY ANARC DIST OF 39.24,NLY 46.03,E35.45,S 71 TO POBAKA:UNIT 71 OF TREASURE COVE VILLAS
504229290711	IRIZARRY,JOSE	3441 NE 12 AVE	POMPANO BEACH	FL	33064	5224	MARSHALLS EVERGLADE SUB 2-32 D29-50-42POR OF LOT 3 BLK 3 DESC AS COMMAT SW COR LOT 3,E 65.33 ALG S/LN 101 TO POB,CONT N 29,W 34.33,S 29,E 34.33 TO POBAKA:COMMON AREA FOR VILLA 71
504229290720	YEAA LLC	10097 CLEARY BLVD #105	PLANTATION	FL	33324		MARSHALLS EVERGLADE SUB 2-32 D29-50-42PORTION LOT 3 DESC AS COMM SWCOR OF SAID LOT,E 65.33,N 30 TOPOB,CONT N 71,E 20,S 71,W 20 TOPOB BLK 3AKA:UNIT 72 OF TREASURE COVE VILLAS
504229290721	HERNANDEZ,VICTOR	10750 WASHINGTON ST APT 106	PEMBROKE PINES	FL	33025	3565	MARSHALLS EVERGLADES SUB 2-32 D29-50-42POR OF LOT 3 BLK 3 DESC AS:COMMSW COR SAID LOT 3;E 65.33,N 101TO POB CONT N 29,E 20,S 29,W 20TO POBAKA:COMMON AREA FOR VILLAS 72
504229290730	2761 SW 45 ST LLC	645 W HALLANDALE BCH BLVD #101	HALLANDALE BEACH	FL	33009		MARSHALLS EVERGLADE SUB 2-32 D29-50-42PORTION LOT 3 DESC AS COMM AT SWCOR OF SAID LOT,E 85.33 N 30TO POB,CONT N 71,E 20,S 71,W 20TO POB BLK 3AKA:UNIT 73 OF TREASURE COVE VILLAS
504229290731	COLUCCINO,JAIME% SILVER EAGLE PROPERTIES INC	16850 COLLINS AVE #112495	SUNNY ISLES BEACH	FL	33160		THE MARSHALL EVERGLADES LAND CO2-32 D 29-50-42POR OF LOT 3 BLK 3,DESC AS,COMMAT SW COR OF LOT 3,E 85.33N 101 TO POB,N 29,E 20,S 29,W 20TO POBAKA:PARKING SPACE FOR UNIT 73

504229290740	YEAA LLC	10097 CLEARY BLVD #105	PLANTATION	FL	33324		MARSHALLS EVERGLADE SUB 2-32 D29-50-42PORTION OF LOT 3 DESC AS COMM ATSW COR OF SAID LOT,ELY ALG S/L105.33,N 30 TO POB,CONT N 71,E 20,S 71,W 20 TO POB BLK 3AKA:UNIT 74 OF TREASURE COVE VILLAS
504229290741	DEL RIO,SUCRE & LUZ C	1861 E COOPER DR	DELTONA	FL	32725	3640	MARSHALLS EVERGLADE SUB 2-32 D29-50-42COMM SW COR LOT 3,E 105.33,N 101TO POB,N 29,E 20,S 29,W 20 TOPOBAKA:COMMON AREA UNIT 74
229290750	BROWARD COUNTYBOARD OF COUNTY COMMISSIONERS	115 S ANDREWS AVE RM 501-RP	FORT LAUDERDALE	FL	33301	1801	PLAT OF SEC'S 28,29,31 & 32 TWO50 S,RANGE 42 E,2-32 DLOT 3 BLK 3 E 25,& W 25 & S 25 &POR LYING WITHIN W 40 OF C/L SEC29 & E 5 OF W 30 & N 5 OF S 30 &EXT AREA OF 25'RAD ARC TAN LINEBEING 30' E OF W/L 30' N OF S/L& EXTERNAL AREA OF 25' RAD,TANLINE BEING 30' N OF S/L & 40' WOF E/L,LESS POR DESC IN OR
504229400100	FHF I PORT 95 LLC%TA REALTY LLC	6820 LYONS TECH CIR STE 100	COCONUT CREEK	FL	33073		PORT 95 COMMERCE PARK 144-2 BPORTION OF PARCEL J DESC AS BEGAT NE COR PAR J,SE 536.53,SW75.07,SW 91.77,SW 53.62,NW 72.88SW 120.71,SW 59.40,SW 71.67,W73.79,NW 65.06,W 37.24,N 523.52,E 202.85,N 12,E 511.32 TO POB
504229400101	CJ PARTNERS HOLLYWOOD LLC	98 CUTTERMILL RD STE 452S	GREAT NECK	NY	11021		PORT 95 COMMERCE PARK 144-2 BTHAT PART OF PARCEL J DESC'S AS,BEG AT SW COR OF PAR J,N 141,NLY180.40,NLY 201.66,NE 45.01,SELY96.12,ELY 240.92,NE 9.96,SELY83.02,ELY 83.15,SLY 523.52,WLY64.91,WLY 109.07,WLY 96.42,WLY67.59,WLY 67.49,WLY 40.04,WLY41.24,WLY 62.50 TO POB
504229430060	BROWARD COUNTYBOARD OF COUNTY COMMISSIONERS	115 S ANDREWS AVE RM 501-RP	FORT LAUDERDALE	FL	33301	1801	RAVENSWOOD FLL AIRPORTREDEVELOPMENT (PLAT 2)159-19 BPARCEL F
504229480511	TREASURE COVE UNIT OWNERSASSN INC % ESLER & LINDIE PA	400 SE 6 ST	FORT LAUDERDALE	FL	33301		TREASURE COVE 168-36 BPOR OF PAR A,DESC AS,COMM AT SLYMOST SW COR OF PAR A,N 100 TOPOB,W 31.62,N 280,W 90,N 24,E216,S 24,W 102,S 266,E 137.86S 12,W 69.08,S 2,W 61.16 TO POB
504229480520	TREASURE COVE UNITS OWNERSASSN INC	4495 TREASURE COVE DR	FORT LAUDERDALE	FL	33312	5652	TREASURE COVE 68-36 BPOR PAR A DESC AS BEG NW COR OFPAR A,E 167.42,S 150.52,W 167.42N 150.86 TO POB, & TOGETHER WITHPOR PAR A DESC AS COMM NW COR OFPAR A,S 150.86,E 80 TO POB,E 66,S 90,W 66,N 90 TO POBAKA:MARINA & ACCESSTREASURE COVE YACHT CLUB
504229510050	THOMAS,DELVENA	2941 HIDDEN HARBOUR ST	FORT LAUDERDALE	FL	33312		CAPE FEAR 175-30 BLOT 5
504229510060	CHUNG,SUNG H	2933 HIDDEN HARBOUR ST	FORT LAUDERDALE	FL	33312		CAPE FEAR 175-30 BLOT 6
504229510070	BUCK,RENE MBUCK-CROCKETT,RITA L	2925 HIDDEN HARBOUR ST	FORT LAUDERDALE	FL	33312		CAPE FEAR 175-30 BLOT 7
504229510080	RUNZO,THOMAS M	2917 HIDDEN HARBOUR ST	FORT LAUDERDALE	FL	33312		CAPE FEAR 175-30 BLOT 8
504229510090	WASSERMAN,GEOFFREY THOMAS	2909 HIDDEN HARBOUR ST	FORT LAUDERDALE	FL	33312		CAPE FEAR 175-30 BLOT 9
504229510100	DDL FIRST PROPERTY LLC%CATARINEAU & GIVENS PA	8000 SW 117 AVE #204	MIAMI	FL	33183		CAPE FEAR 175-30 BLOT 10
504229510110	LEXA,JOHN H/ELEXA,LYDIA	2893 HIDDEN HARBOUR ST	FORT LAUDERDALE	FL	33312		CAPE FEAR 175-30 BLOT 11

504229510120	EVANS,JAYNE V LEZASPELL LAWSON,LAURA JAYNE ETAL	2885 HIDDEN HARBOUR ST	FORT LAUDERDALE	FL	33312		CAPE FEAR 175-30 BLOT 12
504229510130	BORDEN,JOEL IRABORDEN,MARIA LUISA	2885 HIDDEN HARBOUR CT	FORT LAUDERDALE	FL	33312		CAPE FEAR 175-30 BLOT 13
504229510140	BARTOV,TAMIR S	2877 HIDDEN HARBOUR CT	FORT LAUDERDALE	FL	33312		CAPE FEAR 175-30 BLOT 14
504229510150	EARLE,JOHN L H/EEARLE,KATHLEEN	2869 HIDDEN HARBOUR CT	FORT LAUDERDALE	FL	33312		CAPE FEAR 175-30 BLOT 15
504229510160	HENNEKENS,JENNIFER A	2861 HIDDEN HARBOUR CT	FORT LAUDERDALE	FL	33312		CAPE FEAR 175-30 BLOT 16
504229510170	GOLDMAN,MORRISLONDON,BONNIE	338 ELM ST	HOLLYWOOD	FL	33019	4504	CAPE FEAR 175-30 BLOT 17
504229510180	SANDOVAL,ELIZABETH ASANDOVAL,GREGORY L	2845 HIDDEN HARBOUR CT	FORT LAUDERDALE	FL	33312		CAPE FEAR 175-30 BLOT 18
504229510190	MARTINEZ,MANUEL D & ANDREA K	2837 HIDDEN HARBOUR CT	FORT LAUDERDALE	FL	33312		CAPE FEAR 175-30 BLOT 19
504229510200	FRANKS,EARL V	2829 HIDDEN HARBOUR CT	FORT LAUDERDALE	FL	33312		CAPE FEAR 175-30 BLOT 20
504229510210	HOLMBERG,BENEDIKTE	2828 HIDDEN HARBOUR CT	FORT LAUDERDALE	FL	33312	3570	CAPE FEAR 175-30 BLOT 21
504229510220	VANDERPLOEG-GROOM,TINA MARIE	2836 HIDDEN HARBOUR CT	FORT LAUDERDALE	FL	33312		CAPE FEAR 175-30 BLOT 22
504229510230	STILWELL,CHARLES LCHARLES L STILWELL REV TR	2844 HIDDEN HARBOUR CT	FORT LAUDERDALE	FL	33312		CAPE FEAR 175-30 BLOT 23
504229510240	MELLO,DIEGO COSTA	2852 HIDDEN HARBOUR CT	FORT LAUDERDALE	FL	33312		CAPE FEAR 175-30 BLOT 24
504229510250	SITTON,JAMES E & BARBARA A	2860 HIDDEN HARBOUR CT	FORT LAUDERDALE	FL	33312		CAPE FEAR 175-30 BLOT 25
[illegible]229510260	KAY,DISA COLLEEN & GARY J	2868 HIDDEN HARBOUR CT	FORT LAUDERDALE	FL	33312		CAPE FEAR 175-30 BLOT 26
504229510270	DIGGS,MATTHEW	2876 HIDDEN HARBOUR CT	FORT LAUDERDALE	FL	33312		CAPE FEAR 175-30 BLOT 27
504229510280	KOCIS,TYLER J H/EKOCIS,ANTHONY J	2884 HIDDEN HARBOUR CT	FORT LAUDERDALE	FL	33312	3578	CAPE FEAR 175-30 BLOT 28
504229510290	KOTRADY,JOSEPH	2892 HIDDEN HARBOUR CT	FORT LAUDERDALE	FL	33312	3578	CAPE FEAR 175-30 BLOT 29
504229510300	DAVIES,BRUCE W	486 SW 5 ST	FORT LAUDERDALE	FL	33315	1016	CAPE FEAR 175-30 BLOT 30
504229510310	HUTTON,JAMES	2908 HIDDEN HARBOUR CT	FORT LAUDERDALE	FL	33312		CAPE FEAR 175-30 BLOT 31
504229510320	NORESKAL,THIERRY GABIN	2916 HIDDEN HARBOUR CT	FORT LAUDERDALE	FL	33312		CAPE FEAR 175-30 BLOT 32
504229510330	MANNIX,ROBERTROBERT MANNIX REV TR	2924 HIDDEN HARBOUR CT	FORT LAUDERDALE	FL	33312		CAPE FEAR 175-30 BLOT 33
504229510340	VAIDYA,NITIN & POONAM	114 DELANCEY PL	PLYMOUTH MTNG	PA	19462	1413	CAPE FEAR 175-30 BLOT 34
504229510460	JANAC LIV TRJANAC,GARY L & KATHLEEN M TRSTEE	1915 TOWNE CENTRE BLVD #512	ANNAPOLIS	MD	21401		CAPE FEAR 175-30 BLOT 46
504229510470	BUTLER,PATRICK M	4406 HIDDEN HARBOUR TER	FORT LAUDERDALE	FL	33312		CAPE FEAR 175-30 BLOT 47
504229510480	BUCK,RENE & RITA	2925 HIDDEN HARBOUR ST	FORT LAUDERDALE	FL	33312	3569	CAPE FEAR 175-30 BLOT 48
504229510490	RODRIGUEZ,MICHELLE	4418 HIDDEN HARBOUR TER	FORT LAUDERDALE	FL	33312		CAPE FEAR 175-30 BLOT 49
504229510500	VELEZ,ERIK & GYPSELA	4424 HIDDEN HARBOUR TER	FORT LAUDERDALE	FL	33312		CAPE FEAR 175-30 BLOT 50
504229510510	GAVULIC,TERRI PEPPER	4430 HIDDEN HARBOUR TER	FORT LAUDERDALE	FL	33312		CAPE FEAR 175-30 BLOT 51
504229510520	CARSWELL,CRYSTAL BCARSWELL,CHRISTOPHER DANIEL	4436 HIDDEN HARBOUR TER	FORT LAUDERDALE	FL	33312		CAPE FEAR 175-30 BLOT 52
504229510530	WADE,JAMES & WHITNEY	4442 HIDDEN HARBOUR TER	FORT LAUDERDALE	FL	33312		CAPE FEAR 175-30 BLOT 53
[illegible]229510540	SAGE,JAMIE	4448 HIDDEN HARBOUR TER	FORT LAUDERDALE	FL	33312		CAPE FEAR 175-30 BLOT 54
[illegible]229510550	O'BRIEN,CHRISTOPHER MCLARK,DEBORAH JEAN	4454 HIDDEN HARBOUR TER	FORT LAUDERDALE	FL	33312		CAPE FEAR 175-30 BLOT 55
504229510560	OAKS AT HIDDEN HARBOUR ASSN INC	4949 SW 75 AVE	MIAMI	FL	33155		CAPE FEAR 175-30 BPARCEL A (COMMON AREA)
504229510580	OAKS AT HIDDEN HARBOUR ASSN INC	4949 SW 75 AVE	MIAMI	FL	33155		CAPE FEAR 175-30 BPARCEL C (COMMON AREA)
504229510590	OAKS AT HIDDEN HARBOUR ASSN INC	4949 SW 75 AVE	MIAMI	FL	33155		CAPE FEAR 175-30 BPARCEL D (BUFFER)
504229510600	OAKS AT HIDDEN HARBOUR ASSN INC	4949 SW 75 AVE	MIAMI	FL	33155		CAPE FEAR 175-30 BPARCEL E (ROAD)
504230000290	SOUTH FLORIDA WATER MANAGEMENTDISTRICT	PO BOX 24680	WEST PALM BEACH	FL	33416	4680	30-50-42POR OF DANIA CUT-OFF CANAL LYINGWITHIN SEC 30 & W 1/2 OF SEC29-50-42,ALSO BEING WITHIN CITYOF HOLLYWOOD

City of Dania Beach

100 W Dania Beach Blvd
Dania Beach, FL 33004
954-924-6800 x3401 FAX: 954-922-5619

DANIA BEACH
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Municipal Lien Search Request

RECEIVED
OCT 30 2019
CK# 7548

$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: 10.29.19 FROM: Cristi Marin

PHONE: 954.961.6806 1800 Eller Drive, Suite 500

FAX: 954.961.6807 Fort Lauderdale, FL 33316

EMAIL: cmarin@synalovski.com

PROPERTY FOLIO #: 5042 29 01 0910

PROPERTY ADDRESS: 2900 SW 45 Street, Dania Beach, FL 33312

SELLER'S NAME: _____

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. #: _____ AMOUNT DUE: $ _____ DEPOSIT: $ _____ ACCOUNT CURRENT (Y O N O

ACCT. #: _____ AMOUNT DUE: $ _____ DEPOSIT: $ _____ ACCOUNT CURRENT (Y O N O

ACCT. #: _____ AMOUNT DUE: $ _____ DEPOSIT: $ _____ ACCOUNT CURRENT (Y O N O

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 @ 954-924-6805 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 O N O

☐ 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: M. Jelasio DATE: 11/6/19

Lien Search Form.FDT Revised 3-5-15

☒ E-MAILED ☐ FAXED ☐ MAILED

City of Dania Beach, Florida
Department of Community Development
Planning and Zoning Division
(954) 924-6805 X3643
(954) 922-2687 Fax

DANIA BEACH
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RECEIVED
JUN 06 2019
BY:

Standard Development Application

- ☐ Administrative Variance
- ☐ Land Use Amendment
- ☐ Plat
- ☒ Rezoning
- ☒ Site Plan
- ☐ Special Exception
- ☐ Variance
- ☐ Other: _____ *(SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)*

Date Rec'd: _____

Petition No.: SP-102-19
RZ-103-19

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: 2900 SW 45 Street, Dania Beach, FL 33312

Lot(s): 1/2 Lot 6 Block: 3 Subdivision: Marshalls Everglades

Recorded Plat Name: The Marshall Everglades Land Co.

Folio Number(s): 5042 29 01 0910 Legal Description: _____

Applicant/Consultant/Legal Representative **(circle one)** SYNALOVSKI ROMANIK SAYE, LLC

Address of Applicant: 1800 Eller Drive, Suite 500, Fort Lauderdale, FL 33316

Business Telephone: 954.961.6806 Home: _____ Fax: 954.961.6807

E-mail address: msynalovski@synalovski.com

Name of Property Owner: 2900 SW 45th Dania Beach, LLC

Address of Property Owner: 2900 SW 45 Street, Fort Lauderdale, FL 33312

Business Telephone: _____ Home: _____ Fax: _____

Explanation of Request: New Residential

*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: 2.11 Gross Acreage: _____ Prop. Square Footage: 91,559.96

Existing Use: RS-6000 Proposed Use: PRD-1

Updated 02/2017

Is property owned individually, by a corporation, association, or a joint venture? Corporation

AUTHORIZED REPRESENTATIVE

I/we are fully aware of the request being made to the City of Dania Beach. If I/We are unable to be present, I/we hereby authorize SYNALOVSKI ROMANIK SAYE, LLC **(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 6 **DAY OF** June **, 20**19

By:

Noah Slimack
(Print name of person acknowledging)

_____
(Joint owner signature if applicable)

Notary _____

(Signature of Notary Public – State of Florida **)**

ISABEL CRISTINA MARIN
MY COMMISSION # GG 204819
EXPIRES: April 19, 2022
Bonded Thru Notary Public Underwriters

Personally known ✓ **or Produced Identification** _____

Type of identification produced: n/a **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.

PAYMENT DATE
06/11/2019

COLLECTION STATION
City Hall Window 1

RECEIVED FROM
SYNALOVSKI ROMANIK
SAYE, LLC

DESCRIPTION
2900 SW 45 ST

City of Dania Beach
100 W. Dania Beach Blvd.
Dania Beach, FL 33004

BATCH NO.
2019-09000757

RECEIPT NO.
2019-00038068

CASHIER
fincashier1

PAYMENT CODE	RECEIPT DESCRIPTION	TRANSACTION AMOUNT
PSP	Appl Review - Standard SITE PLAN & REZONING APP. 2900 SW 45TH DANIA BEACH LLC	$6,000.00
PSP	Appl Review - Standard SITE PLAN & REZONING APP. 2900 SW 45 ST	$6,160.00

Payments:

Type	Detail	Amount
Check	344	$6,000.00
Check	345	$6,160.00

Total Amount: **$12,160.00**

Customer Copy

DANIA BEACH
SEE IT LIVE IT LOVE IT

City of Dania Beach, Florida
Department of Community Development
Planning and Zoning Division
(954) 924-6805 X3643
(954) 922-2687 Fax

Standard Development Application

RECEIVED
SEP 06 2019
BY:

- ☐ **Administrative Variance**
- ☐ **Land Use Amendment**
- ☐ **Plat**
- ☐ **Rezoning**
- ☐ **Site Plan**
- ☐ **Special Exception**
- ☐ **Variance**
- ☐ **Other:** _____ *(SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)*

Date Rec'd: _____

Petition No.: DT-164-19

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: 2900 SW 45 Street, Dania Beach, FL 33312

Lot(s): 1/2 Lot 6 Block: 3 Subdivision: Marshalls Everglades

Recorded Plat Name: The Marshall Everglades Land Co.

Folio Number(s): 5042 29 01 0910 Legal Description: _____

Applicant/Consultant/Legal Representative **(circle one)** SYNALOVSKI ROMANIK SAYE, LLC

Address of Applicant: 1800 Eller Drive, Suite 500, Fort Lauderdale, FL 33316

Business Telephone: 954.961.6806 Home: _____ Fax: 954.961.6807

E-mail address: msynalovski@synalovski.com

Name of Property Owner: 2900 SW 45th Dania Beach, LLC

Address of Property Owner: 2900 SW 45 Street, Fort Lauderdale, FL 33312

Business Telephone: _____ Home: _____ Fax: _____

Explanation of Request: New Residential - Flex Application

*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: 2.11 Gross Acreage: _____ Prop. Square Footage: 91,559.96

Existing Use: RS-6000 Proposed Use: PRD-1

Is property owned individually, by a corporation, association, or a joint venture? Corporation

AUTHORIZED REPRESENTATIVE

I/we are fully aware of the request being made to the City of Dania Beach. If I/We are unable to be present, I/we hereby authorize _____ (individual/firm) to represent me/us in all matters related to this application. I/we hereby acknowledge that the applicable fee was established to offset administrative costs and is not refundable.

I/we are fully aware that all approvals automatically expire within 12 months of City of Dania Beach Planning and Zoning Board or City Commission approval, or pursuant to the expiration timeframe listed in Part 6 of the Dania Beach Land Development Code.

STATE OF FLORIDA
COUNTY OF BROWARD
The foregoing instrument was acknowledged

By: _____
(Owner / Agent signature*)

BEFORE ME THIS 7 **DAY OF** August, **20**19

By:
Noah Slimak
(Print name of person acknowledging)

_____
(Joint owner signature if applicable)

Notary _____

(Signature of Notary Public – State of Florida **)**

ISABEL CRISTINA MARIN
MY COMMISSION # GG 204819
EXPIRES: April 19, 2022
Bonded Thru Notary Public Underwriters

Personally known ✓ **or Produced Identification** _____

Type of identification produced: _____ **or Drivers License** _____

***If joint ownership, both parties must sign. If partnership, corporation or association, an authorized officer must sign on behalf of the group. A notarized letter of authorization from the owner of record must accompany the application if an authorized agent signs for the owner(s).**

NO APPLICATION WILL BE AUTOMATICALLY SCHEDULED FOR A MEETING.

ALL APPLICATIONS MUST BE DETERMINED COMPLETE BY STAFF BEFORE PROCESSING OCCURS.

PAYMENT DATE
10/10/2019

COLLECTION STATION
City Hall Window 1

RECEIVED FROM
SYNALOVSKI ROMANIK
SAYE, LLC

DESCRIPTION
7027 W BROWARD BLVD SUITE #324 PLANTATION, FL 33317

City of Dania Beach
100 W. Dania Beach Blvd.
Dania Beach, FL 33004

BATCH NO.
2020-01000029

RECEIPT NO.
2020-00001583

CASHIER
fincashier1

PAYMENT CODE	RECEIPT DESCRIPTION	TRANSACTION AMOUNT
PSP	Appl Review - Standard SEVEN OAKS FLEX UNIT APP	$4,280.00

Payments:

Type	Detail	Amount
Check	7450	$4,280.00

Total Amount: **$4,280.00**

Customer Copy

SYNALOVSKI ROMANIK SAYE
Architecture • Planning • Interior Design

April 17th, 2020

RE: RZ-103-19/OT-164-19/PL-169-19/SP-102-19/VA-141-19/VA-142-19/VA-143-19/VA-144-19
SEVEN OAKS
2900 SW 45 STREET, DANIA BEACH, FL

Dear Neighbor,

We are the Architects of Record working on the above referenced project.

The project proposes 4 Single Family Homes and 12 Townhouses on the existing ± 2.17 Acre (Gross) Site. Note, all homes will be two-story and will have 2 Car Garages. The project entrance will be on SW 45th Street and only emergency vehicles will use SW 28th Terrace for egress. Besides significant perimeter landscaping and individual residential lot landscaping, a .3 Acre Landscape Preserve will serve as a project amenity.

As part of our Neighborhood Outreach efforts, we have attached the following documents for your review:

- **Site Plan**
- **Landscape Plan**
- **Color Building Elevations**

If you have any questions regarding the above, please contact us via phone at (954) 961-6806, via email: msynalovski@synalovski.com or let us know if you prefer to schedule a virtual meeting.

Please note, the upcoming Schedule of Public Hearings for project is as follows:

April 28, 2020 – Rezoning/Assignment of Flex Units, 1st reading VIRTUAL MEETING (Item Continued)
May 12, 2020 – Rezoning/Assignment of Flex Units, 1st reading VIRTUAL MEETING
May 26, 2020 – Rezoning/Assignment of Flex Units, 2nd reading VIRTUAL MEETING
May 26, 2020 – Plat VIRTUAL MEETING
May 26, 2020 – Site Plan/Variances VIRTUAL MEETING

In advance, thank you for your participation.

Respectfully,

Manuel Synalovski, AIA, NCARB, LEED AP

SYNALOVSKI ROMANIK SAYE
Architecture • Planning • Interior Design
1800 Eller Drive, Suite 500 • Fort Lauderdale, FL 33316
T 954.961.6806 • F 954.961.6807 • www.synalovski.com

SITE AREA

4 AERIAL VIEW
SCALE: N.T.S.

SITE AREA

3 LOCATION MAP
SCALE: N.T.S.

SCHEDULE OF LOT, YARD AND AND BULK REG.

TOWNHOUSE	PERMITTED	PROPOSED	
LOT WIDTH	: N/A	22'-8" / 32'-8"	
DENSITY:	: 5	8	
MAX HEIGHT / STORIES	: 3 STORIES / 35'-0"	2 STORIES / 30'-6"	
COVERAGE PERCENT	: 40%	+55.6%	(WAIVER REQUESTED) ①
YARD FRONT	: 25'	18'	(WAIVER REQUESTED) ②
YARD SIDE	: 15'-0" (2) STORIES	SIDE 10'-0"	(WAIVER REQUESTED) ③
YARD REAR	: 15'-0" (2) STORIES	REAR 23'-0"	

SINGLE FAMILY	PERMITTED	PROPOSED	
DENSITY:	: 5 UNITS/ACRE:✱13UNITS	16 UNITS (6.178 UNITS/ ACRE)	
MAX HEIGHT / STORIES	: 3 STORIES / 35'-0"	2 STORIES / 27'-1"	
COVERAGE PERCENT	: 40% (5,4111.67SF)	+35.24%	
YARD FRONT	: 25'-0"	20'-0"	(WAIVER REQUESTED) ②
YARD SIDE	: 7' OR 15'	4'-10" / 10'-0"	(WAIVER REQUESTED) ③
YARD REAR	: 15'	46'-0"	

✱(2.55 ACRES GROSS X5 UNITS AN ACRE = 13 UNITS)

LEGAL DESCRIPTION:

THE NORTH 330 FEET OF THE SOUTH 351 FEET OF THE EAST ONE-HALF OF LOT 6, IN BLOCK 3 OF MARSHALL'S EVERGLADES SUBDIVISION IN SECTION 29, TOWNSHIP 50 SOUTH, RANGE 42 EAST, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, AT PAGE 32, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA;

LESS AND EXCEPT THAT PORTION LYING WITHIN THE WEST 10 FEET OF THE NORTH 330 FEET OF THE SOUTH 351 FEET OF SAID PARCEL;

THE EAST ONE-HALF OF LOT 6, LYING SOUTH OF THE CANAL, IN BLOCK 3 OF MARSHALL'S EVERGLADES SUBDIVISION IN SECTION 29, TOWNSHIP SO SOUTH, RANGE 42 EAST, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, AT PAGE 32, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA;

LESS AND EXCEPT THAT SOUTH 3SL FEET, AND LESS THAT PORTION OF THE ABOVE PARCEL LYING WITHIN THE WEST 10 FEET OF THE NORTH 335 FEET OF THE SOUTH 3S6 FEET OF SAID PARCEL;

BUT TOGETHER WITH AN EASEMENT UPON AND ACROSS THE FOLLOWING DESCRIBED PROPERTY, TO WIT:

THE WEST 10 FEET OF THE NORTH 33S FEET OF THE SOUTH 3S6 FEET OF THE EAST ONE-HALF OF LOT 6 OF MARSHALL'S EVERGLADES SUBDIVISION IN SECTION 29, TOWNSHIP SO SOUTH, RANGE 42 EAST, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2 AT PAGE 32, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA;

SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

CONTRUCTION TYPE:	TYPE V
BUILDING AREA UNDER AC	
TOWNHOUSE BUILDING 1	11,796 SQ.FT.
TOWNHOUSE BUILDING 2	11,796 SQ.FT.
SINGLE FAMILY RESIDENCE	2,507 SQ.FT.
AREA CALCULATIONS: UNITS A	
FIRST FLOOR (UNDER A/C)	894 SQ.FT.
SECOND FLOOR(UNDER A/C)	1,289 SQ.FT.
TOTAL AREA (UNDER A/C)	2,183 SQ.FT.
AREA CALCULATIONS: UNITS B	
FIRST FLOOR (UNDER A/C)	811 SQ.FT.
SECOND FLOOR(UNDER A/C)	1,149 SQ.FT.
TOTAL AREA (UNDER A/C)	1,960 SQ.FT.
AREA CALCULATIONS: UNITS C	
FIRST FLOOR (UNDER A/C)	755 SQ.FT.
SECOND FLOOR(UNDER A/C)	1,000 SQ.FT.
TOTAL AREA (UNDER A/C)	1,755 SQ.FT.
AREA CALCULATIONS: UNITS D	
FIRST FLOOR (UNDER A/C)	1,168 SQ.FT.
SECOND FLOOR(UNDER A/C)	1,339 SQ.FT.
TOTAL AREA (UNDER A/C)	2,507 SQ.FT.
"A" UNITS	4 UNITS
"B" UNITS	4 UNITS
"C" UNITS	4 UNITS
"D" UNITS	4 UNITS
TOTAL RESIDENTIAL	16 UNITS

REQUIRED PARKING

12 MF (TH) UNITS X1.75 P.S./UNITS	= 21 P.S.
4 SF (2,500 SQ. FT.) UNITS X 3 PS/ UNIT	= 12 P.S.
16 UNITS / 5 UNITS / GUEST P.S.	= 4 P.S.
REQUIRED	= 37 P.S.
REQUIRED BICYCLE PARKING (5%)	= 4 B.P.
PROVIDED	
12 MF (TH) UNITS X2 P.S. / UNIT	= 24 P.S.
4 SF (2,500 SQ.FT.) UNITS X3 PS/ UNIT	= 12 P.S.
4 GUEST	= 4 P.S.
	= 40 P.S.

SITE INFORMATION:

EXISTING LAND USE (Broward County) : LOW (5) RESIDENTIAL
EXISTING LAND USE (City of Dania Beach) : LOW (5) RESIDENTIAL
EXISTING ZONING: RS-6000
PROPOSED ZONING: PRD-1

UTILITIES:

ELECTRIC - FP & L
WATER & SEWER - CITY OF HOLLYWOOD
GROSS ACREAGE = 94,589.00 SQ.FT. (2.17) ACRES

SITE CALCULATIONS

GROSS: (CNTR. OF RDWYS + CANAL)	111,028.69 SQ.FT.	(2.55 ACRES)
SW 28TH TERRACE DEDICATION:	6,425.01 SQ.FT.	
SW 45TH STREET DEDICATION:	539.00 SQ.FT.	
TOTAL SITE AREA (NET) : (2.01 ACRES)	87,624.99 SQ.FT.	100.00%
TOTAL PERVIOUS PROPOSED :	38,848.85 SQ.FT.	45.43%
TOTAL IMPERVIOUS PROPOSED :	47,816.39 SQ.FT.	54.57%
TOTAL IMPERVIOUS MIN :	35,049.99 SQ.FT.	40.00%

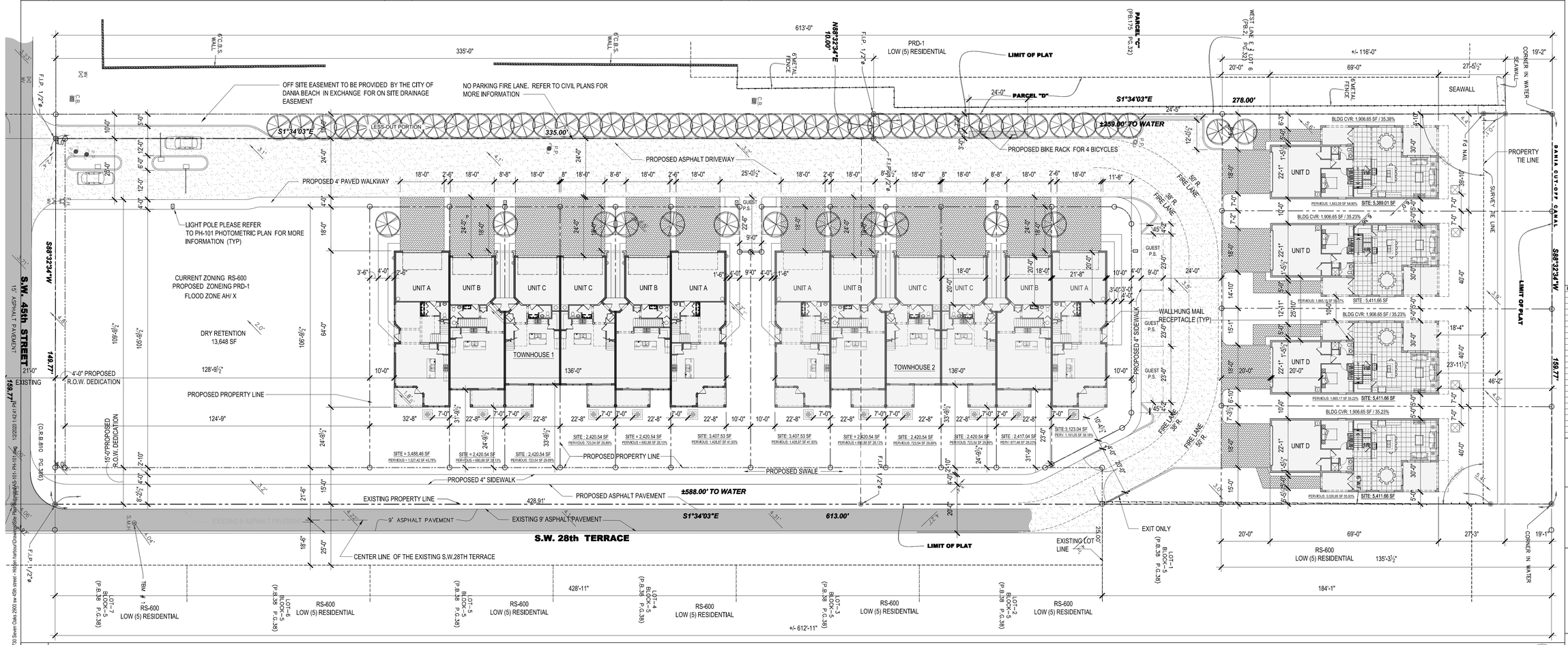
MAX. BUILDING COVERAGE ALLOWED :
35,049.99 SQ.FT. = 40.00%. OF SITE AREA

COVERAGE FOR MODEL "A " UNIT:	994.64 SQ.FT.
1,453.18 SQ.FT.X 4 LOTS =	5,812.72 SQ.FT.
COVERAGE FOR MODEL "B " UNIT:	1,354.18 SQ.FT.
1,354.18 SQ.FT.X 4 LOTS =	5,416.72 SQ.FT.
COVERAGE FOR MODEL "C " UNIT:	1,314.88 SQ.FT.
1,314.88 SQ.FT.X 4 LOTS =	5,259.52 SQ.FT.
COVERAGE FOR MODEL "D" UNIT:	1,906.39 SQ.FT.
1,906.39 SQ.FT.X 4 LOTS =	7,625.56 SQ.FT.
TOTAL BUILDING COVERAGE	24,118.22SF SQ. FT (27.52%)

NOTE:

- ALL BUILDINGS SHALL BE ACCESSED FROM AN ACCESSIBLE ROUT
- PROPERTY TO BE PLATTED
- NO PROPOSED SITE SIGNAGE
- FIRE SEPARATION RATING BETWEEN RESIDENTIAL UNITS SHALL BE 1HR PER SECTION R302.1 F.B.C.

2 SITE INFORMATION / DATA / CALCULATION



1 SITE PLAN
SCALE: 1'-0"= 20'-0"

SYNALOVSKI ROMANIK SAYE
Architecture • Planning • Interior Design

1800 Eller Drive, Suite 500
Fort Lauderdale, FL 33316

T 954.961.6806
F 954.961.6807

www.synalovski.com

Manuel Synalovski, AIA
AR 0011628
SEAL

LICENSE NO. AA26001863

SEVEN OAKS
2900 SW 45TH STREET

DANIA BEACH, FLORIDA 33312

CLIENT: WH DEVELOPMENTS

REV	DATE	DESCRIPTION
1	07/12/2019	DRC COMMENTS
2	10/31/2019	DRC COMMENTS
3	12/02/2019	FINAL DRC COMMENTS

DESIGN DELIVERABLE: SITE PLAN SUBMITAL
ISSUE DATE: 06/06/19

PROJECT NUMBER: 1486-101730
DRAWN BY: FC / SH
CHECKED BY: MS

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All Rights Reserved.

SHEET TITLE:
SITE PLAN

SHEET NUMBER:
AS-101

City of Dania Beach Standard Landscape Plan Notes

1. A pre-construction meeting with the Dania Beach City Arborist is required prior to landscaping activities including removal of trees and/or installation of plant material. Call 954-924-0423 a minimum of 5 days prior to desired start date to schedule pre-construction meeting.
2. All existing trees proposed to remain are to be separated from the limits of disturbance of the construction area by tree protection fencing and signage. The tree protection fencing shall be located at the edge of the tree protection zone as depicted on the plan or at the edge of the drip-line(s) if a tree protection zone is not designated. No material storage or construction access is permitted within the tree protection zone.
3. All existing trees shall be pruned to ANSI A-300 standards to correct potential hazards.
4. A tree removal permit is required prior to removal or relocation of any tree or Contact the Dania Beach City Arborist at 954-924-6805 to obtain permit information.
5. Landscape contractor shall notify Sunshine One Call of Florida, Inc. at 1-800-432-4770 a minimum of 2 full business days prior to digging. Landscape contractor is responsible for avoiding damage to utilities from plant installation.
6. Tree relocations:
   - Existing trees to be relocated shall be root pruned a minimum of 120 days prior to relocation
   - Minimum root ball sizes shall be in accordance with ANSI standards as follows: Caliper Minimum Root Ball Diameter, 1 16, 2 24, 3 32, 4 42, 5 54, 6 60, 7 70, 8 80, > 8 12 inches per inch of trunk diameter
   - Transplanted trees with undersized root balls may be rejected by the City Arborist and replacement trees may be required.
   - A temporary irrigation system shall be provided during and for the first 40 days after root pruning.
7. All planting must follow planting specifications and details shown on the plan.
8. Substitutions of plant species or specifications must be approved in writing by the Dania Beach City Arborist prior to use.
9. All plant material planted per this landscape plan shall be Florida Grade #1 or better, as specified in the current edition of the Florida Department of Agriculture's Grades and Standards for Nursery Plants. Damaged plant material shall be rejected and replaced prior to installation.
10. All sizes shown for plant material are to be considered minimums. Where quantities and/or species differ between the planting plans and plant lists, the plans shall take precedence
11. All new plant material shall be warranted by the landscape contractor for a minimum period of one year. The warrantee period shall begin after acceptance of the plants by the City Arborist.
12. All plant beds to be treated with pre-emergent herbicide prior to planting.
13. All tree and palm staking and support shall be removed one year after installation.
14. No fertilizer shall be applied to newly planted trees and palms.
15. All landscape material shall be thoroughly watered at the time of planting, no dry planting permitted.
16. Landscape contractor shall be responsible for providing temporary water provisions until such time as the irrigation system is operational.
17. All wire guys and/or fabric straps shall be flagged with florescent colored tape.
18. Mulching:
   - All landscape areas not covered by sod shall be covered by a minimum 3-inch layer of mulch.
   - A mulch ring with a minimum radius of 24 inches (48 inch diameter), is required around all newly installed trees and palms.
   - Cypress mulch shall not be used.
20. All new landscaped areas shall be excavated down to a depth of 24 inches below final grade and back filled with clean debris-free soil. Construction access shall be restricted from the landscape area after excavation and backfill is complete.
21. All landscape areas shall be finish graded such that they are a minimum of 3.5 inches below surrounding paved surfaces so as not to impede the flow of drainage into landscaped areas and to allow for a 3-inch mulch layer.

SEC 275-60	SPECIES SELECTION	PROPOSED TOTAL	50% NATIVE REQUIRED	
	Trees	93	81%	18/93
	Palms	proposed	100%	6/6
	Shrubs	2999	97%	2932/2999
SEC 275-90	PERIMETER BUFFER LANDSCAPE FOR VUA	Linear ft of property	REQUIRED	PROVIDED
	1 tree per 30 linear ft	n/A	N/A	N/A
SEC 275-100	Overall VUA Landscape	Proposed VUA (sqft)	REQUIRED	PROVIDED
(A-F)	NO VUA	N/A	N/A	N/A
SEC 275-130	Perimeter buffer to RESIDENTIAL		REQUIRED	PROVIDED
	1 tree per 30 linear ft	1584 linear feet/30	68	65
SEC 275-140	Non-VUA open space		REQUIRED	PROVIDED
(A)	Open space in excess of required	35,050		
(C)	Shrub and Tree Requirement	1 tree and 6 shrubs per 3500	8 tree and 48 shrubs	8 tree and 48 shrubs
SEC 275-160	Residential- duplex		REQUIRED	PROVIDED
	3 Trees per lot	6 lots	18	18
	10 shrubs per lot		60	200+
	TREE MITIGATION	CANOPY REMOVED	REQUIRED	PROVIDED
	(1a)Category 1A tree per 500sqft removed(1b)Category 1B tree per 300sqft removed	CAT II 1:1	24 trees / 6 palms	24 trees / 8 palms
		Tree Fund Canopy Replacement	$5,263.13	$5,263.13
		canopy sqft (87750/500=175.5 x $229.33 x 2.7)	$108,668.00	$108,668.00
		TREE FUND TOTAL PAYMENT		$113,931.13
SEC 275-170	A/C Unit Screen		REQUIRED	PROVIDED
(B)	3 sides screened, 30" at planting		see plan	see plan
SEC 275-190	ROOT BARRIER	70 total required trees	REQUIRED	PROVIDED
(D)	Shade/Canopy Tree (40%)	14' OA, 2" DBH , 4.5' CT	28	49
(E)	Intermediate Tree (30%)	12' OA, 2" DBH , 4' CT	21	27
(F)	Small Tree (10%)	10' hx 4'w , 1.5" DBH , 3' CT	7	10
(G)	Palms Tree (20%)	6' GW,	14	8 TRANSPLANT 6 proposed
(O)	ROOT BARRIER	installed for all trees/palms within 10' of any sidewalk or VUA.	see plan	see plan

TREES	QTY	BOTANICAL NAME	COMMON NAME	CAL	QUALITY	MIN PLANT SIZE	MATURE SIZE	DROUGHT	NATIVE
BS	15	Bursera simaruba	Gumbo Limbo	2.5" DBH	FL #1 OR BETTER	14-16`, 6`canopy clearance	60` X 40`	HIGH	NATIVE
CS2	5	Conocarpus erectus `Sericeus`	Silver Buttonwood	1.5" DBH	FL #1 OR BETTER	10`h x 4`w / 3`CT	20` X 15`	HIGH	NATIVE, FL-FRIEND, FPL
CS	12	Cordia sebestena	Orange Geiger Tree	1.5" DBH	FL #1 OR BETTER	10`h x 4`w / 3`CT	20` X 15`	HIGH	FL-FRIENDLY
IE	9	Ilex x attenuata `East Palatka`	East Palatka Holly	2" DBH	FL #1 OR BETTER	12` OA / 4` CT	30` X 15`	MED	NATIVE
LI	18	Lagerstroemia indica	Crape Myrtle	2" DBH	FL #1 OR BETTER	12`h x 5`w MULTI	25` x25`	HIGH	Fl Friendly
QH	14	Quercus virginiana	Live Oak	2" DBH	FL #1 OR BETTER	14`h x 5-6`w, 4.5` CT	100`x100`	HIGH	NATIVE
SS	6	Sabal palmetto	Cabbage Palmetto	FG	FL #1 OR BETTER	12` CT	40` x 15`	HIGH	NATIVE,FL-FRIEND
SG	20	Simarouba glauca	Paradise Tree	2" DBH	FL #1 OR BETTER	14`h x 5-6`w, 4.5` CT	50` x 60`	HIGH	NATIVE,FL-FRIEND
TD2 (MITIGATION)	24	Taxodium distichum	Bald Cypress	2.5" DBH	FL #1 OR BETTER	16` h x 6-8` w, 5` CT	80` x 35`	HIGH	NATIVE,FL-FRIEND
TR (MITIGATION)	8	Thrinax radiata	Florida Thatch Palm	FG	FL #1 OR BETTER	6` CT	20` X 15`	HIGH	NATIVE, FL-FRIEND, FPL

SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	NOTE	PLANTED SIZE	MATURE SIZE	DROUGHT	NATIVE
CH	297	Chrysobalanus icaco	Cocoplum	30"x30" FULL	FULL	20` x 20`	MED	NATIVE

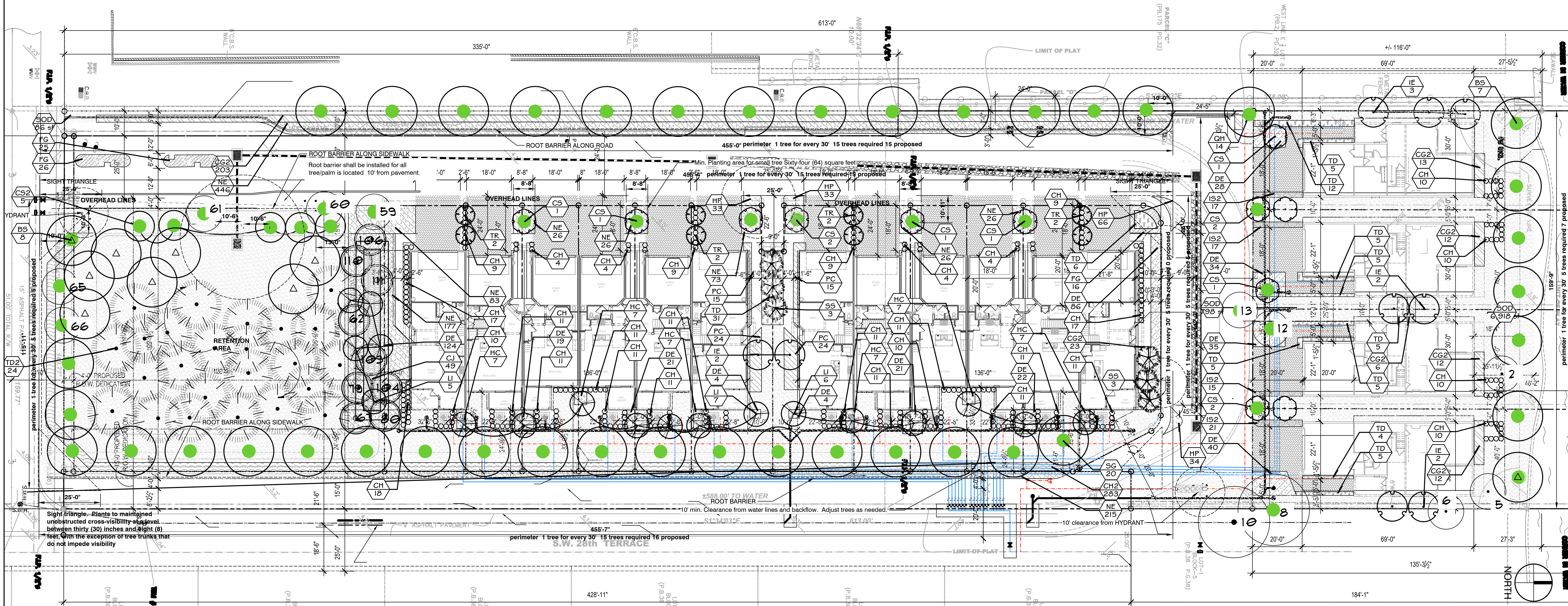
SHRUB AREAS	QTY	BOTANICAL NAME	COMMON NAME	NOTE	PLANTED SIZE	MATURE SIZE	DROUGHT	NATIVE	SPACING
CJ	49	Capparis spinosa	Caper	FULL	30" x 30"	Maintain as hedge	HIGH	NATIVE, FL FRIEND	36" o.c.
CH2	283	Chrysobalanus icaco	Cocoplum	30"x30" FULL	FULL	20` x 20`	MED	NATIVE	30" o.c.
CG2	280	Clusia guttifera	Clusia	24"x24"	FULL	Maintained hedge 4`	HIGH	NATIVE	30" o.c.
DE	436	Duranta erecta `Gold Mound`	Duranta	16"x16"	FULL	Maintained 30"	HIGH	NATIVE	24" o.c.
FG	71	Ficus microcarpa `Green Island`	Green Island Ficus	14"x14"	FULL	Maintained 36" or less	HIGH	FL-FRIENDLY	24" o.c.
HP	166	Heliotropium polyphyllum	Pineland heliotrope	FULL	6"	12"	HIGH	NATIVE	12" o.c.
HC	42	Hymenocallis caribaea	Spider Lily	14"x14"	FULL	3`	HIGH	NATIVE	24" o.c.
IS2	69	Ilex vomitoria `Stokes Dwarf`	Dwarf Ilex	18" x 18" FULL	ROUND BUSH	Maintained Rounded	HIGH	NATIVE	20" o.c.
NE	1,064	Nephrolepis exaltatata	Boston Fern	18" x 18" FULL	FULL	4`-6`	MED	NATIVE, FL FRIEND	24" o.c.
PC	67	Psychotria nervosa	Wild Coffee	30"x30" FULL	FULL	Maintained @ 5`	HIGH	NATIVE	30" o.c.
TD	88	Tripsacum dactyloides nana	Dwarf Fakahatchee	24"x24"	FULL	3` x 3`	HIGH	NATIVE	36" o.c.

GROUND COVERS	QTY	BOTANICAL NAME	COMMON NAME		SPACING
SOD	26,147 sf	Stenotaphrum secundatum	St. Augustine Grass	flat	

EXISTING TREE TO PROTECT IN PLACE. REFER TO L-100 TREE DISPOSITION PLAN FOR ARBORIST REPORT AND CONDITION

EXISTING TREE TO TRANSPLANT. REFER TO L-100 TREE DISPOSITION PLAN FOR ARBORIST REPORT AND CONDITION. REFER TO L-200 FOR PROPOSED LOCATION

INDICATES PERIMETER BUFFER TREES 65total (provide/existing)



1 LANDSCAPE PLAN
SCALE: 1'-0"= 20'-0"

SynalovskiRomanikSaye
Architecture · Planning · Interior Design
1800 Eller Drive, Suite 500
Fort Lauderdale, FL 33316
T 954.961.6806
F 954.961.6807
www.synalovski.com

B·RLA
888 s andrews avenue, suite 300
Fort Lauderdale FL. 33316
office: 954.667.7814
LA# 6666983

REGISTERED LANDSCAPE ARCHITECT NATALIA B. BARRANDO LA 6666983 STATE OF FLORIDA

SEVEN OAKS
2900 SW 45TH STREET
DANIA BEACH, FLORIDA 33312

CLIENT: WH DEVELOPMENTS

REV	DATE	DESCRIPTION

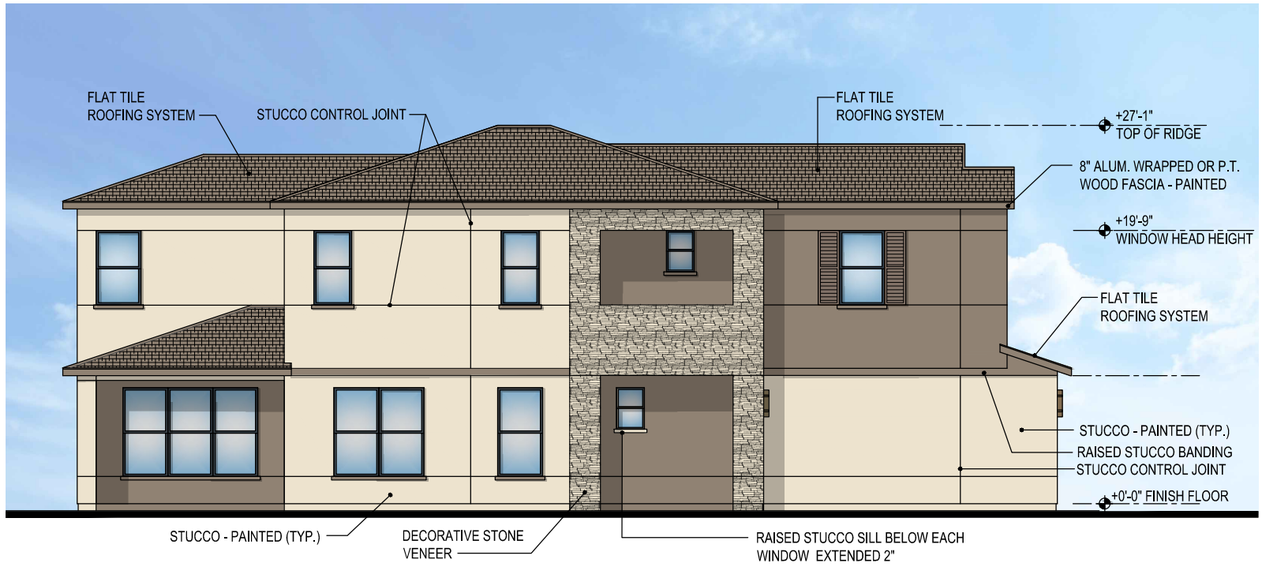
DESIGN DELIVERABLE: SITE PLAN SUBMITAL
ISSUE DATE: 06/06/19

PROJECT NUMBER: 1486-101730
DRAWN BY: nb
CHECKED BY: nb

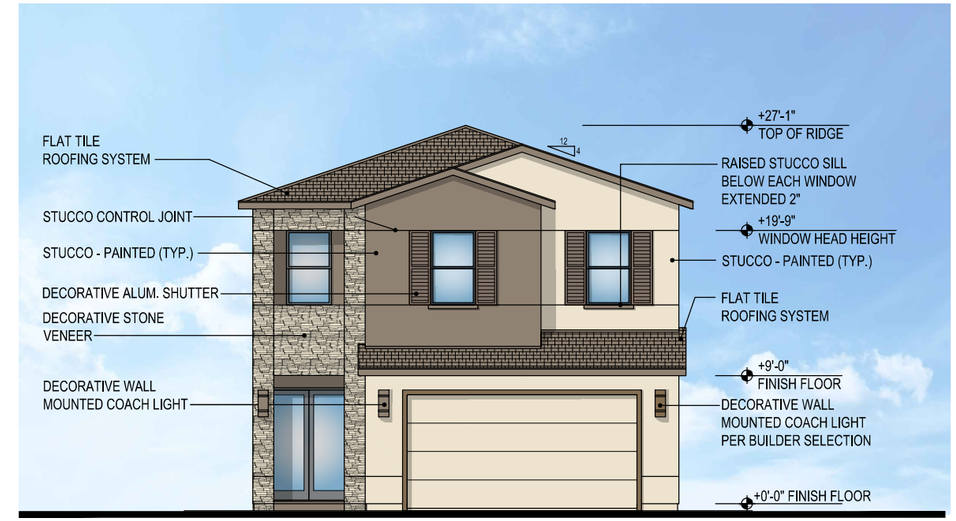
Copyright (c) by SYNALOVSKI ROMANIK SAYE, LLC
All Rights Reserved.

SHEET TITLE:
LANDSCAPE PLAN

SHEET NUMBER:
L-200



SIDE ELEVATION



SOUTH ELEVATION

SIDE ELEVATION

NORTH ELEVATION

SEVEN OAKS

2900 SW 45TH STREET
DANIA BEACH, FL. 33312

SYNALOVSKIROMANIKSAYE
Architecture • Planning • Interior Design
1800 Eller Drive, Suite 500 • Fort Lauderdale, FL 33316
T 954.961.6806 • F 954.961.6807 • www.synalovski.com

SOUTH ELEVATION

SIDE ELEVATION

SEVEN OAKS

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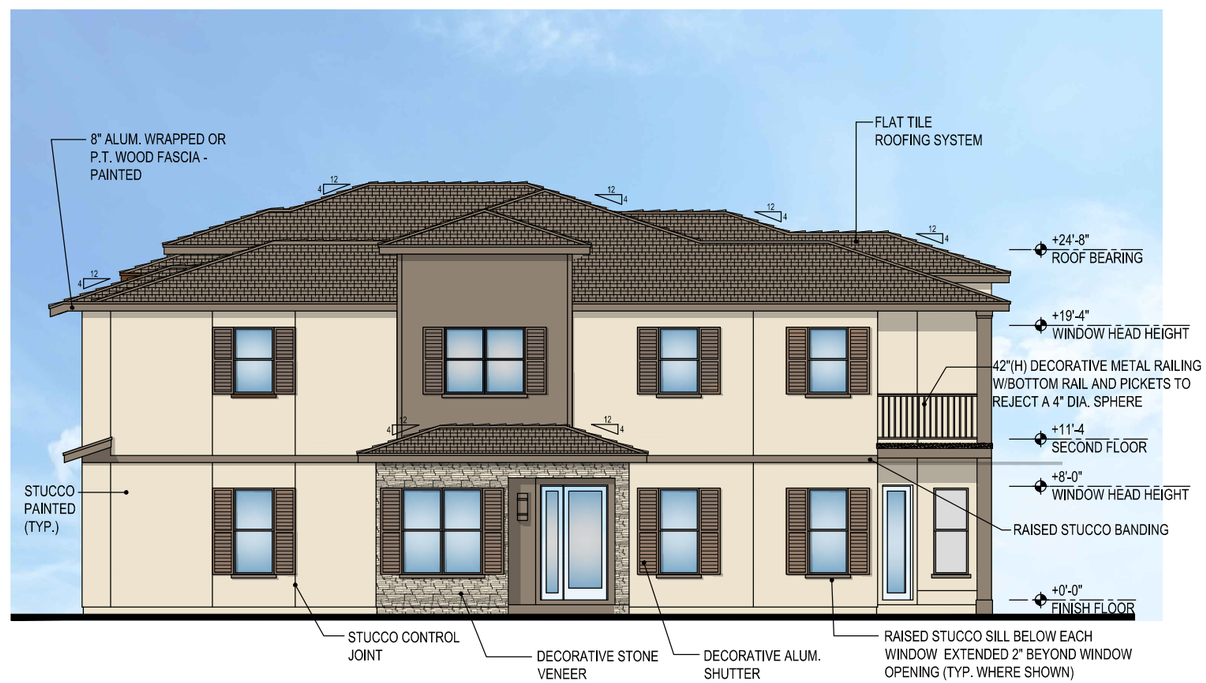

SEVEN OAKS

2900 SW 45TH STREET
DANIA BEACH, FL. 33312

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2761 SW 45 ST LLC
645 W HALLANDALE BCH BLVD #101
HALLANDALE BEACH FL 33009

2900 SW 45TH DANIA BEACH LLC
% SILVER WAVE VENTURES
1000 W PEMBROKE RD STE 307
HALLANDALE BEACH FL 33009

ANTHONY,MARIA-GORETTI
ANTHONY,EDWARD ETAL
4449 SW 27 TER
FORT LAUDERDALE FL 33312 5601

ARNETT,CLOYS W JR
4539 SW 28 WAY
FORT LAUDERDALE FL 33312 5611

BARTOV,TAMIR S
2877 HIDDEN HARBOUR CT
FORT LAUDERDALE FL 33312

BERGBAUM,URI
2830 SW 45 ST
FORT LAUDERDALE FL 33312 5629

BETHBART HOLDINGS LLC
2699 STIRLING RD #C-101
FORT LAUDERDALE FL 33312

BLANDIN,DEXTER A
4548 SW 28 WAY
FORT LAUDERDALE FL 33312

BOISCLAIR,ANDRE & FERNANDE
4487 TREASURE COVE DR
FORT LAUDERDALE FL 33312

BORDEN,JOEL IRA
BORDEN,MARIA LUISA
2885 HIDDEN HARBOUR CT
FORT LAUDERDALE FL 33312

BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS
115 S ANDREWS AVE RM 501-RP
FORT LAUDERDALE FL 33301 1801

BUCK,RENE M
BUCK-CROCKETT,RITA L
2925 HIDDEN HARBOUR ST
FORT LAUDERDALE FL 33312

BUTLER,PATRICK M
4406 HIDDEN HARBOUR TER
FORT LAUDERDALE FL 33312

CAMPBELL,RICKY
4572 SW 29 TER
FORT LAUDERDALE FL 33312 5615

CARSWELL,CRYSTAL B
CARSWELL,CHRISTOPHER DANIEL
4436 HIDDEN HARBOUR TER
FORT LAUDERDALE FL 33312

CASTILLO,MANUEL R JR & BONITA A
4497 TREASURE COVE DR
FORT LAUDERDALE FL 33312

CHUNG,SUNG H
2933 HIDDEN HARBOUR ST
FORT LAUDERDALE FL 33312

CJ PARTNERS HOLLYWOOD LLC
98 CUTTERMILL RD STE 452S
GREAT NECK NY 11021

COLUCCINO,JAIME
% SILVER EAGLE PROPERTIES INC
16850 COLLINS AVE #112495
SUNNY ISLES BEACH FL 33160

CONCANNON,ELISABETH L
4495 TREASURE COVE DR
FORT LAUDERDALE FL 33312 5652

CROCKETT,THOMAS
CROCKETT,EVELENE C
4531 SW 28 WAY
FORT LAUDERDALE FL 33312

CROSSLEY,CHRISTOPHER & PATRICIA
4610 SW 28 WAY
FORT LAUDERDALE FL 33312 5613

D'AMICO,JOSEPH P & GEORGIANA
4491 TREASURE COVE DR
FORT LAUDERDALE FL 33312 5652

DAVIES,BRUCE W
486 SW 5 ST
FORT LAUDERDALE FL 33315 1016

DDL FIRST PROPERTY LLC
%CATARINEAU & GIVENS PA
8000 SW 117 AVE #204
MIAMI FL 33183

DEL RIO,SUCRE & LUZ C
1861 E COOPER DR
DELTONA FL 32725 3640

DIGGS,MATTHEW
2876 HIDDEN HARBOUR CT
FORT LAUDERDALE FL 33312

EARLE,JOHN L
EARLE,KATHLEEN
2869 HIDDEN HARBOUR CT
FORT LAUDERDALE FL 33312

EVANS,JAYNE V LEZASPELL
LAWSON,LAURA JAYNE ETAL
2885 HIDDEN HARBOUR ST
FORT LAUDERDALE FL 33312

FANA,LEANDRO MIGUEL TORIBIO
LORA,MARY J
2854 SW 45 ST
FORT LAUDERDALE FL 33312

FHF I PORT 95 LLC
%TA REALTY LLC
6820 LYONS TECH CIR STE 100
COCONUT CREEK FL 33073

FISCHER,ELI R & JEAN P
119 SEVILLE PL SW
PORT CHARLOTTE FL 33952

FISHER,RICHARD E
RICHARD E FISHER FAM TR
4540 SW 28 TER
FORT LAUDERDALE FL 33312 5610

FOY,PHILIP & SANDRA
2846 SW 45 ST
FORT LAUDERDALE FL 33312

FRANKS,EARL V
2829 HIDDEN HARBOUR CT
FORT LAUDERDALE FL 33312

GAD,SAYED RAMADAN & REBECCA
4535 SW 28 WAY
FORT LAUDERDALE FL 33312 5611

GAVULIC,TERRI PEPPER
4430 HIDDEN HARBOUR TER
FORT LAUDERDALE FL 33312

GOLDMAN,MORRIS
LONDON,BONNIE
338 ELM ST
HOLLYWOOD FL 33019 4504

GRANT,MICHAEL A & GRANT,DOREEN C
4541 SW 28 WAY
FORT LAUDERDALE FL 33312

HENNEKENS,JENNIFER A
2861 HIDDEN HARBOUR CT
FORT LAUDERDALE FL 33312

HERNANDEZ,VICTOR
10750 WASHINGTON ST APT 106
PEMBROKE PINES FL 33025 3565

HODGES,DIANE E
4433 SW 27 TER
FORT LAUDERDALE FL 33312 5601

HOLDING,CHARLES S & PATRICIA
4537 SW 29 TER
FORT LAUDERDALE FL 33312 5614

HOLMBERG,BENEDIKTE
2828 HIDDEN HARBOUR CT
FORT LAUDERDALE FL 33312 3570

HORBALY,ERIC W & ,MICHELLE L
4448 SW 28 TER
FORT LAUDERDALE FL 33312

HOULE,MARCEL
4596 SW 29 TER
FORT LAUDERDALE FL 33312

HUALLPARIMACHI GONZALEZ,VICTORIA
ROESER,VICTORIA
4416 SW 28 TER
FORT LAUDERDALE FL 33312

HUTTON,JAMES
2908 HIDDEN HARBOUR CT
FORT LAUDERDALE FL 33312

INABNIT,RICHARD G & JACQUALINE
4533 SW 27 TER
FORT LAUDERDALE FL 33312 5603

IRIZARRY,JOSE
3441 NE 12 AVE
POMPANO BEACH FL 33064 5224

JACQUES,HELENE
JACQUES,ANDRE
4409 SW 27 TER
FORT LAUDERDALE FL 33312

JANAC LIV TR
JANAC,GARY L & KATHLEEN M TRSTEE
1915 TOWNE CENTRE BLVD #512
ANNAPOLIS MD 21401

JASLOWSKI,JOHN A & LORI C
4500 SW 27 TER
FORT LAUDERDALE FL 33312 5604

KAY,DISA COLLEEN & GARY J
2868 HIDDEN HARBOUR CT
FORT LAUDERDALE FL 33312

KEMETHER,DAVID
4480 SW 34 TER
FORT LAUDERDALE FL 33312

KJ PROPERTIES INC
1543 SE 12 CT
FORT LAUDERDALE FL 33316 2203

KLOCHKOV,LARISA
1890 S OCEAN DR #2005E
HALLANDALE BEACH FL 33009 7668

KOCIS,TYLER J
KOCIS,ANTHONY J
2884 HIDDEN HARBOUR CT
FORT LAUDERDALE FL 33312 3578

KOTRADY,JOSEPH
2892 HIDDEN HARBOUR CT
FORT LAUDERDALE FL 33312 3578

LABBE,ERIC
4585 SW 29 TER
FORT LAUDERDALE FL 33312

LEXA,JOHN
LEXA,LYDIA
2893 HIDDEN HARBOUR ST
FORT LAUDERDALE FL 33312

LLOYD,WILLARD G & DONNA D
4609 SW 28 WAY
FORT LAUDERDALE FL 33312 5612

MANNIX,ROBERT
ROBERT MANNIX REV TR
2924 HIDDEN HARBOUR CT
FORT LAUDERDALE FL 33312

MARTES,DORIS O
4424 SW 28 TER
FORT LAUDERDALE FL 33312

MARTINEZ,MANUEL D & ANDREA K
2837 HIDDEN HARBOUR CT
FORT LAUDERDALE FL 33312

MELLO,DIEGO COSTA
2852 HIDDEN HARBOUR CT
FORT LAUDERDALE FL 33312

MENDA,JOSEPH & ELIZABETH M
4541 SW 28 TER
FORT LAUDERDALE FL 33312 5660

MICK,GLEN & JULIE
4548 SW 29 TER
FORT LAUDERDALE FL 33312 5615

MILLER,JAMES FREEMAN & TERRY L
7822 LYREBIRD DR
N LAS VEGAS NV 89084 2411

MILLER,MICHAEL G
4508 SW 28 TER
FORT LAUDERDALE FL 33312 5610

MILLOY,BRIAN
2797 SW 46 ST
FORT LAUDERDALE FL 33312

MONAHAN,KEVIN
MONAHAN,MICHAEL
4432 SW 28 TER
FORT LAUDERDALE FL 33312

NAZARIO,CARLOS
2756 SW 45 ST
FORT LAUDERDALE FL 33312

NORESKAL,THIERRY GABIN
2916 HIDDEN HARBOUR CT
FORT LAUDERDALE FL 33312

O'BRIEN,CHRISTOPHER M
CLARK,DEBORAH JEAN
4454 HIDDEN HARBOUR TER
FORT LAUDERDALE FL 33312

OAKS AT HIDDEN
HARBOUR ASSN INC
4949 SW 75 AVE
MIAMI FL 33155

PEARSON,DRAKE ALAN
4509 SW 27 TER
FORT LAUDERDALE FL 33312

PERDUE,HOWARD
4536 SW 29 TER
FORT LAUDERDALE FL 33312 5615

PETERSON,LARRY WAYNE
4528 SW 28 TER
FORT LAUDERDALE FL 33312

PF DEVELOPMENT LLC
1205 S 21ST AVE
HOLLYWOOD FL 33020 6936

PUBLIC LAND
% CITY OF DANIA BEACH
100 W DANIA BEACH BLVD
DANIA BEACH FL 33004 3643

RIGO,ROSEMARIE & RUDOLPH P
RUDOLPH & ROSEMARIE RIGO REV TR
4525 SW 27 TER
FORT LAUDERDALE FL 33312 5603

ROBERT DEVLIEGER II DESCENDANTS
DEVLEGER II,ROBERT TRSTEE
3710 OAKMONT SE
GRAND RAPIDS MI 49546

ROBERTS,KEITH A
4417 SW 27 TER
FORT LAUDERDALE FL 33312

RODRIGUEZ,JORGE & RENTEL,MARIA E
4608 SW 28 AVE
FORT LAUDERDALE FL 33312 5608

RODRIGUEZ,MICHELLE
4418 HIDDEN HARBOUR TER
FORT LAUDERDALE FL 33312

RUNZO,THOMAS M
2917 HIDDEN HARBOUR ST
FORT LAUDERDALE FL 33312

SAGE,JAMIE
4448 HIDDEN HARBOUR TER
FORT LAUDERDALE FL 33312

SANDOVAL,ELIZABETH A
SANDOVAL,GREGORY L
2845 HIDDEN HARBOUR CT
FORT LAUDERDALE FL 33312

SASARIO,ROSALIE
4441 SW 27 TER
FORT LAUDERDALE FL 33312

SEHNERT,TRENT I SEHNERT,ZORAIDA R
3511 N PARK RD
HOLLYWOOD FL 33021

SHAVER,LULA M
4517 SW 27 TER
FORT LAUDERDALE FL 33312

SITTON,JAMES E & BARBARA A
2860 HIDDEN HARBOUR CT
FORT LAUDERDALE FL 33312

SOTOMAYOR,MARIA & ROBERTO
4518 SW 27 TER
FORT LAUDERDALE FL 33312 5604

SOUTH FLORIDA WATER MANAGEMENT
DISTRICT
PO BOX 24680
WEST PALM BEACH FL 33416 4680

STILWELL,CHARLES L
CHARLES L STILWELL REV TR
2844 HIDDEN HARBOUR CT
FORT LAUDERDALE FL 33312

SUAREZ,GABRIEL
4425 SW 27 TER
FORT LAUDERDALE FL 33312 5601

SWINFORD,SCOTT
2838 SW 45 ST
FORT LAUDERDALE FL 33312 5629

THOMAS,DELVENA
2941 HIDDEN HARBOUR ST
FORT LAUDERDALE FL 33312

TORRES,CARMEN H
4506 SW 27 TER
FORT LAUDERDALE FL 33312 5604

TRANSCAPITAL BANK
% WILLIAM HIMES
8850 W OAKLAND PARK BLVD
SUNRISE FL 33351

TREASURE COVE UNIT
OWNERS ASSN INC
% ESLER & LINDIE PA
400 SE 6 ST
FORT LAUDERDALE FL 33301

TREASURE COVE
UNITS OWNERS ASSN INC
4495 TREASURE COVE DR
FORT LAUDERDALE FL 33312 5652

TUCKER,MATTHEW SEAN
2789 SW 46 ST
FORT LAUDERDALE FL 33312 5662

VAIDYA,NITIN & POONAM
114 DELANCEY PL
PLYMOUTH MTNG PA 19462 1413

VALLETTI,SEBASTIAN A JR
5745 SW 75 ST #13
GAINSVILLE FL 32608 5504

VANCE,JESSE B & DOLORES A
4575 SW 29 TER
FORT LAUDERDALE FL 33312 5614

VANDERPLOEG-GROOM,TINA MARIE
2836 HIDDEN HARBOUR CT
FORT LAUDERDALE FL 33312

VELEZ,ERIK & GYPSELA
4424 HIDDEN HARBOUR TER
FORT LAUDERDALE FL 33312

WADE,JAMES & WHITNEY
4442 HIDDEN HARBOUR TER
FORT LAUDERDALE FL 33312

WALSER,RICHARD L & MIRIELLE
2809 SW 46 ST
FORT LAUDERDALE FL 33312 5636

WASSERMAN,GEOFFREY THOMAS
2909 HIDDEN HARBOUR ST
FORT LAUDERDALE FL 33312

WEINBERG,SUSAN C
608 SOMERSET COURT
MARCO ISLAND FL 34145

WHITE,JOSEPH P
WELLEN,LORI B
4541 SW 27 TER
FORT LAUDERDALE FL 33312 5603

WHITE,LYLE D
1550 SKYLINE CT
SAINT PAUL MN 55121 1148

WINCHELL,DIANE
4516 SW 28 TER
FORT LAUDERDALE FL 33312 5610

WMD INVESTMENTS LLC
5605 WHITNEY MILL WAY
ROCKVILLE MD 20852

YEAA LLC
10097 CLEARY BLVD #105
PLANTATION FL 33324

City of Dania Beach
PUBLIC HEARING NOTICE
TUESDAY, MAY 12, 2020
THIS PROPERTY IS THE SUBJECT OF UPCOMING PUBLIC HEARINGS
TIME | 7:00pm
PLACE | City Commission Virtual Meeting
Please visit www.daniabeachfl.gov/virtualmeetings
for detailed instructions on this meeting.
PROJECT | Seven Oaks - Townhouse / Single Family
LOCATION | 2900 SW 45th Street
REQUEST | Rezoning
Flex Unit
FILE# | RZ-103-19 / OT-164-19
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 47-24.10 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 marring or removing the Notice may be subject to fine and/or imprisonment.

City of Dania Beach
PUBLIC HEARING NOTICE
TUESDAY, MAY 12, 2020
THIS PROPERTY IS THE SUBJECT OF UPCOMING PUBLIC HEARINGS
TIME | 7:00pm
PLACE | City Commission Virtual Meeting
Please visit www.daniabeachfl.gov/virtualmeetings
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City of Dania Beach
PUBLIC HEARING NOTICE
TUESDAY, MAY 12, 2020
THIS PROPERTY IS THE SUBJECT OF UPCOMING PUBLIC HEARINGS
TIME | 7:00pm
PLACE | City Commission Virtual Meeting
Please visit www.daniabeachfl.gov/virtualmeetings
for detailed instructions on this meeting.
PROJECT | Seven Oaks - Townhouse / Single Family
LOCATION | 2900 SW 45th Street
REQUEST | Rezoning
Flex Unit
FILE# | RZ-103-19 / OT-134-19
For more information, please visit our website http://daniabeachfl.gov/Public-Hearings or call (954) 924-6800 x 364J.
This sign is the property of the City of Dania Beach, in accordance with Section 810-30 of the Land Development Code, it shall be unlawful for any person to injure, cut, break or deface in any manner any building or other thing belonging to or under the control of the City. Persons marring or removing the Notice may be subject to fine and/or imprisonment.

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 (Print Name), am an individual over the age of 18 years old and

(CHECK APPLICABLE SPACE)

_____ I am the property Owner,

OR

X I am a representative of the property owner(s), 2900 SW 45th Dania Beach LLC and _____, for property located at 2900 SW 45 Street (the "Property"), and this sworn statement pertains to the application for Rezoning & Flex Unit, relating to Petition number RZ-103-19 & OT-164-19 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 April 28, 2012020, 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 April 28, 2020

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

Agenda Request Item

Type of Request: Resolution

Continued from: April 28, 2020

Requested Action (Identify appropriate Action or Motion)
ADOPT RESOLUTION APPROVING THE SITE PLAN MODIFICATION (SP-003-15-MOD2) AND DESIGN VARIATION (OT-016-20) , SUBMITTED BY 4 N. FEDERAL DANIA, LLC, FOR PROPERTY LOCATED ON THE NORTHEAST CORNER OF FEDERAL HIGHWAY AND DANIA BEACH BOULEVARD IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A," A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION

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

Fiscal Impact/Cost Summary

Exhibits Attached
CM SP-03-15MOD2 Trion signed, SR SP-03-15MOD2 signed, R-2020- Trion Site Plan Modification (SP-003-15-MOD2) and Design Variation (OT-016-20), Trion (Location Map), Trion Site Plan OPT, Trion app & backup OPT, Trion sign 1, Trion sign 2, Trion sign 3, Trion sign 4, Trion sign 5, Trion sign 6, Trion sign affidavit

CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
MEMORANDUM

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

DATE: May 12, 2020

TO: Honorable Mayor and Commissioners

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

VIA: Candido Sosa-Cruz, Assistant City Manager

BY: Eleanor Norena, Assistant Director
Corinne Lajoie, AICP, Planning and Zoning Manager

Eleanor Norena
Digitally signed by Eleanor Norena
DN: cn=Eleanor Norena, o, ou, email=enorena@daniabeachfl.gov, c=US
Date: 2020.04.28 18:17:05 -04'00'

SUBJECT: **SP-03-15MOD2/OT-016-20:** The applicant, David Deka, on behalf of the property owner Dev Motwani, is requesting a Site Plan modification and a design variation for the property located at the north east corner of Dania Beach Boulevard and North Federal Highway.

Request

DESIGN VARIATION - To allow building setback a maximum of twenty-seven feet (27'); building placement of zero to five feet (0-5') required, per Land Development Code (LDC) Section 303-40(L).

SITE PLAN MODIFICATION - The applicant is requesting Site Plan approval for the construction an eight (8) story, three hundred forty (340) dwelling unit, mixed-use, multi-family development.

The applicant has requested approval of modifications to a previously approved Site Plan and a new Design Variance request. The applicant has assembled multiple lots of record resulting in approximately two (2.3) net acres, or approximately three and one half (3.4) gross acres, generally located at the north east corner of Federal Highway and East Dania Beach Boulevard. The property is currently vacant and is the former location of the Pirates Inn hotel and Fish Grill restaurant. The applicant is now requesting to modify the previously approved site plan to allow 340 dwelling units and approximately 13,000 square feet of retail.

Background

On October 10, 2016 the City Commission conditionally approved a site plan for 286 dwelling units and 18,978 square feet of retail. June 27, 2017, the City Commission approved a Site Plan modification to allow 300 dwelling units and 13,000 square feet of retail. April 28, 2020 the City Commission continued this item.

Budgetary Impact

Approval of the Site Plan modification and Design Variation will allow the opportunity for the redevelopment of the site.

Recommendation

Approve the resolution for the Site Plan and Design Variation provided the remaining DRC comments are made condition of the approval.

CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT

DATE: May 12, 2020

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

VIA: Candido Sosa-Cruz, Assistant City Manager

FROM: Eleanor Norena, Assistant Director
Corinne Lajoie, AICP, Planning and Zoning Manager

Eleanor Norena
Digitally signed by Eleanor Norena
DN: cn=Eleanor Norena, o, ou, email=enorena@daniabeachfl.gov, c=US
Date: 2020.04.28 18:12:37 -04'00'

SUBJECT: **SP-03-15MOD2/OT-016-20:** The applicant, David Deka, on behalf of the property owner Dev Motwani, is requesting a Site Plan modification and a design variation for the property located at the north east corner of Dania Beach Boulevard and North Federal Highway.

Request

DESIGN VARIATION

To allow building setback a maximum of twenty-seven feet (27'); building placement of zero to five feet (0-5') required, per Land Development Code (LDC) Section 303-40(L).

SITE PLAN MODIFICATION

The applicant is requesting Site Plan approval for the construction an eight (8) story, three hundred forty (340)dwelling unit, mixed-use, multi-family development.

PROPERTY INFORMATION

EXISTING ZONING:	City Center (CC)
LAND USE DESIGNATION:	Regional Activity Center (RAC)
SITE LOCATION:	Northeast corner of N. Federal Highway and East of Dania Beach Boulevard
SITE ACREAGE:	3.41 Gross Acres / 2.36 Net Acres
EXISTING USE:	Vacant
CODE VIOLATIONS:	There are no open violations on this property.

Background

The applicant has requested approval of modifications to a previously approved Site Plan and a new Design Variation request. The applicant has assembled multiple lots of record resulting in approximately two (2.3) net acres, or approximately three and a half (3.4) gross acres, generally located at the north east corner of Federal Highway and East Dania Beach Boulevard. The property is currently vacant and is the former location of the Pirates Inn hotel and Fish Grill. The applicant received conditional site plan approval on October 10, 2016 for the construction of 286 dwelling units and 18,978 square feet of retail. On June 27, 2017, the City Commission approved a Site Plan modification to allow 300 dwelling units and 13,000 square feet of retail. The applicant is now requesting to modify the previously approved site plan to allow 340 dwelling units and approximately 13,000 square feet of retail.

DESIGN VARIATION

The applicant is requesting a Design Variation related to the building placement. The LDC requires the building to be placed zero to five feet (0-5') from the front and corner setbacks on Federal Highway and Dania Beach Boulevard. The applicant is proposing to locate the building eleven feet (11') from the property line on Federal Highway and as much as twenty-seven feet (27') on East Dania Beach Boulevard. The applicant has identified that the greater setback allows for a more generous sidewalk and landscape area which will help balance the scale of the building.

Section 301-50 of the City's Land Development Code states that the City Commission or Planning and Zoning Board, if applicable, shall use the following criteria when evaluating requests for design variations:

"Whether the request is for a reasonable accommodation of design flexibility that results in overall superior development and design consistent with the intent and principles of this subpart that govern the standard for which variation is requested; or"

1. "Whether the variation is appropriate to accommodate site conditions not anticipated in these regulations, or to reconcile conflicting requirements, provided the request is generally consistent with the intent and principles of this subpart that govern the standard for which variation is requested."

2. "Whether the variation is appropriate to accommodate site conditions not anticipated in these regulations, or to reconcile conflicting requirements, provided the request is generally consistent with the intent and principles of this subpart that govern the standard for which variation is requested."

The applicant has provided written justification addressing the above criteria.

SITE PLAN

The applicant is proposing to develop the site by constructing a mixed-use building with approximately thirteen thousand square feet (12,926 s.f.) of retail and three hundred forty (340) multi-family dwelling units on the site. The development will include retail shops fronting Federal Highway and East Dania Beach Boulevard, recreational facilities for the residents will be provided on the ground level as well as on the rooftop. A parking garage and public open space are also proposed. The proposed residential building will be eight (8) stories tall.

The LDC identifies an impact fee of one thousand, three hundred and sixty-four dollars ($1,364.00) per multi-family dwelling unit to off-set the impact of additional residents using the City's park system. The

project proposes three hundred forty (340) dwelling units, therefore the applicant will have to pay four hundred sixty-three thousand seven hundred and sixty dollars ($463,760.00) in Park Impact Fees prior to issuance of a building permit. In addition, the new Public Art Fee will be assessed at the time of the building permit issuance.

The applicant is proposing to use the city logo on the construction fence graphic, as required by Ordinance Number 2017-027 and Ordinance Number 2018-019. Use of the City's logo requires City Commission approval.

Staff has encouraged the applicant to contact neighbors adjacent to, as well as condominiums and neighborhood associations to advise of this property.

Development Review Committee (DRC)

The site plan was reviewed by the DRC only once on January 30, 2019 which includes personnel from the BSO Fire, Public Services, the City's landscape consultant and Community Development Department's Planning Division. The applicant has several outstanding staff comments that must be addressed prior to issuance of a building permit, or otherwise specified time frame, which are provided below. The DRC comments are listed as conditions of approval in the site plan resolution and provided below.

1. A Traffic Memorandum was provided, please verify criteria of 9th and 10th Editions per Sec. 605-30(k). 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/Report based on applicable trip generation rate(s) in the ITE -Institute of Transportation Engineers' Trip Generation manual, most recent edition -10TH editions. Traffic Impact Study / Traffic Memorandum must be approved by the City Engineer from Public Services Department (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 regulatory agencies' approval documentation and Permits/Licenses (as applicable) as part of the final submittal, prior to issuance of the Building Permit (Broward County Surface Water License, Broward County Health Department Permit, Florida Department of Environmental Protection, FDOT, BC Environmental etc.). Also, include Utility / Right of Way Permits from City, Broward County and State Roads as applicable (Engineering).

4. Verify, if resurfacing/refurbishing and work of existing ROW along NW 1st Avenue, NE 1st Court, Dania Beach Boulevard, and North Federal Highway are required by City, Broward County and/or FDOT as applicable. Utility / ROW Connection Permits are required on North federal Hwy., Dania Beach Boulevard and NE 1st Court and NE 1st Avenue. e.g. Parallel Parking, drainage improvements, sidewalk, dedications, etc. Including regrading of the ROW to improve any existing flooding conditions due to the proposed new development (Engineering).

5. A staging plan must be provided and approved showing any road enclosures, location of equipment and materials, employee parking and mitigation of construction related impacts to adjacent ROWs properties. In addition, provide Maintenance of Traffic (MOT) Plan by a licensed General Contractor/Professional Engineer in the State of Florida, if applicable (Engineering).

6. As-builts for all on-site and off-site improvements must be submitted and approved prior to a Certificate of Occupancy (CO) (Engineering).

7. Proof of Water Supply & Fire Flow Demand as follows: Please provide proof of water supply with a Fire Hydrant Flow Test.

8. SCHOOLS: Obtain a SCAD report from Broward County School Board regarding school impact fees (Planning).

9. IMPACT FEES: Impact fees that will be required for the project are attached to these comments for your reference (Planning).

10. SIGNS: Provide copy of all signs for compliance review, consistent with Article 635 (Planning).

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 (Planning).

12. PARKING: Tandem parking is only permitted in association with valet parking. Identify the 27 proposed tandem parking spaces a valet and provide proof of compliance with all of the valet parking regulations identified in Section 265-120 (Planning).

13. PARKING: Per Section 265-110(I)(2) parking spaces shall be delineated with a single stripe, not double strip. Revise accordingly (Planning).

14. 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. The Traffic Memorandum provided by Traf Tech dated 12-9-19 identifies a revised total PM Hour trips as 325. Therefore, applicant must pay $6,909.50 ($21.26 X 325 = 6909.50) into the RAC Traffic Impact Mitigation prior to issuance of a building permit.

15. Per Resolution No. 2015-071, $1,825.00 per Single Family/Townhouse dwelling, $1,364.00 per Multifamily Dwelling, $1,140.00 per Mobile Home must be paid for Recreation and Open Space Impact Fee at time of building permit issuance. Therefore, the applicant must pay $463,760.00 (340 X $1364 = 463,760) prior to issuance of a building permit (Planning).

16. For the purpose of evaluating flood and roadway conditions and mitigation related to the future development project, all topographic information will include LIDAR spot elevations within 150' of the subject property boundaries (Planning).

17. For any building 5-stories or greater, provide a shadow study identifying how adjacent properties will be affected (Planning).

18. 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 (Planning).

19. Per Article 280, provide photometric plan showing light levels at property lines to ensure compliance (Planning).

20. Identify dimensions between west property line and transformer room in NWC (Planning).

21. The proposed density and height is based, in part, on Sustainable Building incentives. Therefore, identify how the requirements of Section 305-50 are being met prior to issuance of a building permit.

22. Must provide unity of title unifying all lots, prior to issuance of a building permit (Planning, per R-2017-063).

23. Sheet A-001 is mislabeled. Sheet should not be identified as "Site Plan", rather "Amenity Deck" or "5th Level". Revise accordingly (Planning).

CITY COMMISSION PREVIOUS ACTION
On October 10, 2016, the City Commission approved the Site Plan and Design Variations for the eight (8) story, two hundred eighty-six (286) unit, mixed-use building.

On June 27, 2017, the City Commission approved a Site Plan modification for an eight (8) story, three hundred (300) unit, mixed-use building.

On April 28, 2020 the City Commission continued this item.

Recommendation
Approve the resolution for the Site Plan, Design Variation, and use of the City's logo provided the remaining DRC comments are made conditions of the approval.

RESOLUTION NO. 2020-040

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE SITE PLAN MODIFICATION (SP-003-15-MOD2) AND DESIGN VARIATION (OT-016-20), SUBMITTED BY 4 N. FEDERAL DANIA, LLC, FOR PROPERTY LOCATED ON THE NORTHEAST CORNER OF FEDERAL HIGHWAY AND DANIA BEACH BOULEVARD IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A," A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION; PROVIDING FOR CONDITIONS; 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, 4 N. Federal Dania, LLC ("Applicant") is requesting Site Plan Modification approval to allow the construction of an additional forty (40) dwelling units for a total of three-hundred forty (340) dwelling units and 13,600 square feet of commercial to be located on the northeast corner of Federal Highway and Dania Beach Boulevard in the City of Dania Beach, Florida, as legally described in Exhibit "A;" and

WHEREAS, Chapter 28, Part 3, entitled, "Special Zoning Districts," of Subpart 1, entitled, "Community Redevelopment Area ("CRA") Form-Based Zoning District" of Article 301, entitled, "Legal and Administrative Provisions" of Section 301-50, entitled, "Variations In Design; Procedures For Review Of Design Variations," provides that the City Commission is authorized to approve design variations within certain districts, if they are consistent with the intent of that section in lieu of the variance process provided for in Article 625, entitled, "Variances," of the LDC; and

WHEREAS, the Applicant has requested a Design Variation (OT-016-20) to permit a setback and building recess between eleven (11) to twenty-seven (27) feet along US1, Dania Beach Boulevard, and NW 1st Court, where Section 303-40(L) requires setback and building recess between zero (0) to five (5) feet; 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-003-15-MOD2) and associated Design Waivers are consistent with the requirements of the Code and 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 this 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-003-15-MOD2), attached as Exhibit "B" which is made a part of and incorporated into this Resolution by reference, is approved.

Section 3. Pursuant to Part 3, entitled, "Special Zoning Districts," of Subpart 1, entitled, "Community Redevelopment Area ("CRA") Form-Based Zoning District" of Article 301, entitled, "Legal and Administrative Provisions" of Section 301-50, entitled, "Variations In Design; Procedures For Review Of Design Variations" the application for Design Variation (OT-016-20) is approved consistent with the attached 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. A Traffic Memorandum was provided, please verify criteria of 9th and 10th Editions per Sec. 605-30(k). 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/Report based on applicable trip generation rate(s) in the ITE - Institute of Transportation Engineers' Trip Generation manual, most recent edition -10TH editions. Traffic Impact Study / Traffic Memorandum must be approved by the City Engineer from Public Services Department (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 regulatory agencies' approval documentation and Permits/Licenses (as applicable) as part of the final submittal, prior to issuance of the Building Permit (Broward County Surface Water License, Broward County Health Department Permit, Florida Department of Environmental Protection, FDOT, BC Environmental etc.). Also, include Utility / Right of Way Permits from City, Broward County and State Roads as applicable (Engineering).

4. Verify, if resurfacing/refurbishing and work of existing ROW along NW 1st Avenue, NE 1st Court, Dania Beach Boulevard, and North Federal Highway are required by City, Broward County and/or FDOT as applicable. Utility / ROW Connection Permits are required on North federal Hwy., Dania Beach Boulevard and NE 1st Court and NE 1st Avenue. e.g., Parallel Parking, drainage improvements, sidewalk, dedications, etc. Including regrading of the ROW to improve any existing flooding conditions due to the proposed new development (Engineering).

5. A staging plan must be provided and approved showing any road enclosures, location of equipment and materials, employee parking and mitigation of construction related impacts to adjacent ROWs properties. In addition, provide Maintenance of Traffic (MOT) Plan by a licensed General Contractor/Professional Engineer in the State of Florida, if applicable (Engineering).

6. As-builts for all on-site and off-site improvements must be submitted and approved prior to a Certificate of Occupancy (CO) (Engineering).

7. Proof of Water Supply & Fire Flow Demand as follows: Please provide proof of water supply with a Fire Hydrant Flow Test.

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9. IMPACT FEES: Impact fees that will be required for the project are attached to these comments for your reference (Planning).

10. SIGNS: Provide copy of all signs for compliance review, consistent with Article 635 (Planning).

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 (Planning).

12. PARKING: Tandem parking is only permitted in association with valet parking. Identify the 27 proposed tandem parking spaces a valet and provide proof of compliance with all of the valet parking regulations identified in Section 265-120 (Planning).

13. PARKING: Per Section 265-110(I)(2) parking spaces shall be delineated with a single strip, not double strip. Revise accordingly (Planning).

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17. For any building 5-stories or greater, provide a shadow study identifying how adjacent properties will be affected (Planning).

18. 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 (Planning).

19. Per O-2017-027 & O-2018-019, commercial properties under construction are required to provide security to fencing with screening showing project rendering covering at least 75% of the length of the fence along an arterial or state right-of-way & 25% for local roads and must include 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. Provide screen detail with next submittal (Planning).

20. Per Article 280, provide photometric plan showing light levels at property lines to ensure compliance (Planning).

21. Identify dimensions between west property line and transformer room in NWC (Planning).

22. The proposed density and height is based, in part, on Sustainable Building incentives. Therefore, identify how the requirements of Section 305-50 are being met prior to issuance of a building permit.

23. Must provide unity of title unifying all lots, prior to issuance of a building permit (Planning, per R-2017-063).

24. Sheet A-001 is mislabeled. Sheet should not be identified as "Site Plan", rather "Amenity Deck" or "5th Level". Revise accordingly (Planning).

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," the Site Plan (SP-003-15-MOD2) 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 May 12, 2020.

ATTEST:

THOMAS SCHNEIDER, CMC CITY CLERK	LORI LEWELLEN MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

Exhibit "A"
Legal Description

LEGAL DESCRIPTION:

PARCEL A:

PARCEL I:

LOT 15, LESS THE WEST 24 FEET AND ALL OF LOT 16, BLOCK 12, OF "TOWN OF DANIA", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK B, AT PAGE 49, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, SAID LAND LYING AND BEING IN BROWARD COUNTY,FLORIDA.

PARCEL II:

LOTS 17 AND 18, BLOCK 12, "TOWN OF DANIA", ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK B. PAGE 49, PUBLIC RECORDS OF DADE COUNTY, FLORIDA, SAID LAND LYING AND BEING IN BROWARD COUNTY, FLORIDA, LESS THE. WEST 24- FEET OF LOT 18 FOR RIGHT-OF-WAY OF STATE ROAD No 5.

PARCEL B:

PARCEL B-1.

LOTS 19, 20, 21, 22, 23 AND 24, BLOCK 12, "THE TOWN OF MODELO", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK B, PAGE 49, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

LESS THE RIGHT-OF-WAY FOR STATE ROAD No. 5,

AND LESS THE RIGHT-OF-WAY FOR DANIA BOULEVARD.

SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY,FLORIDA.

PARCEL B-2

LOT 27, LESS THE RIGHT-OF-WAY OF DANIA BOULEVARD; LOTS 28, 29, 30 AND 31, BLOCK 2, "AMENDED PLAT OF BLOCK 2, ESKILSON ADDITION TO THE "CITY OF DANIA", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 7, PACE 10, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

LOTS 1, 2, 3, 4, 5 AND 6, BLOCK 1, LESS THE RIGHT-OF-WAY FOR DANIA BOULEVARD, TOGETHER WITH LOTS 1 AND 2, BLOCK 6, "BEACHWAY",

ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE 33, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

PARCEL C:

LOT 3, BLOCK 6, “BEACHWAY”, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE 33, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

EXHIBIT "B"

SITE PLAN

5 MOD 2

ODIFICATION

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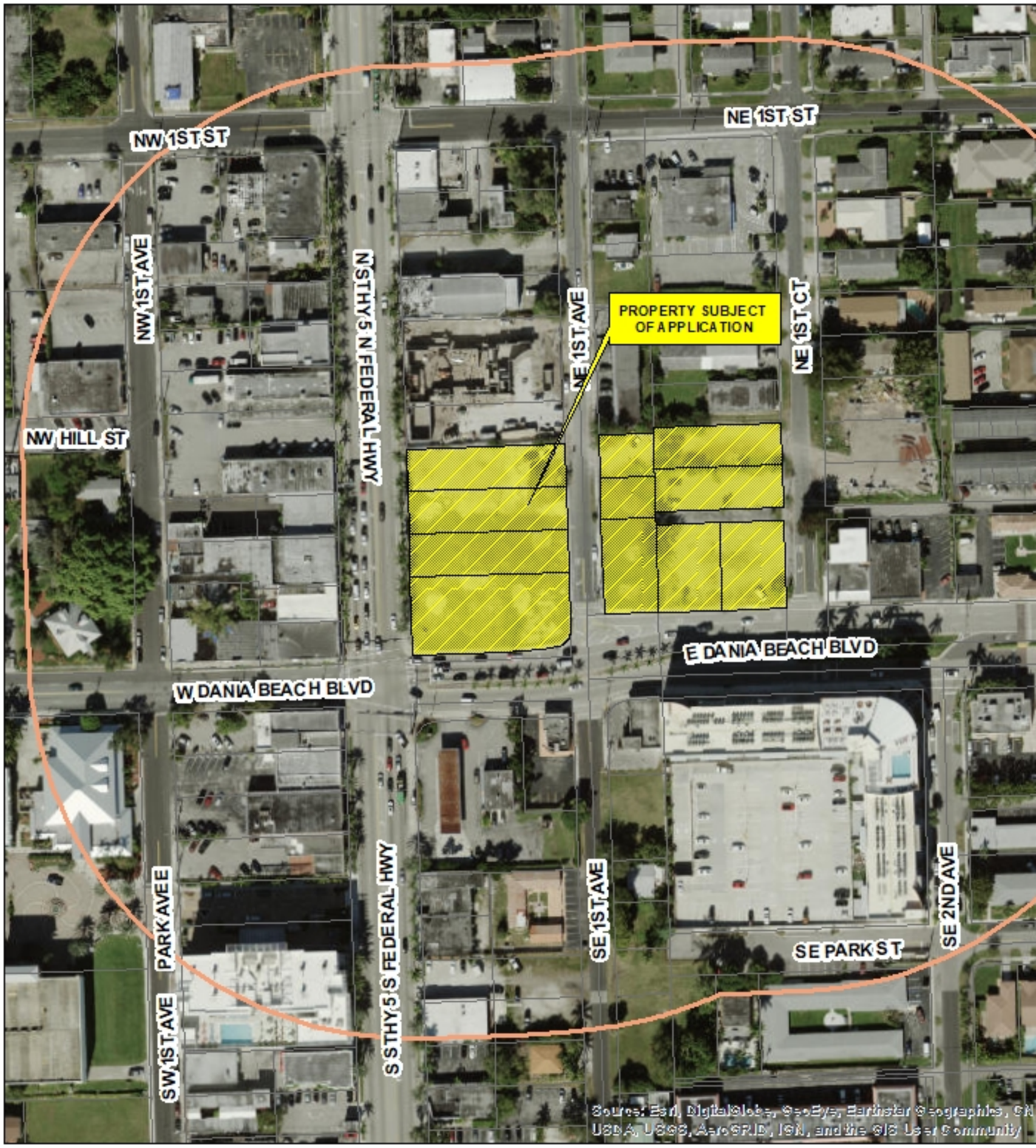
RAL HWY

FER
T PROPERTY

BEACH
T. LOVE IT.

Feet
240 320



TRION AT DANIA BEACH

CITY OF DANIA BEACH, FLORIDA
DEPARTMENT REVIEW COMMITTEE (DRC)
SITE PLAN APPLICATION
DECEMBER - 2019

ARCHITECT:
CARMEN T. DIAZ, AR 96290
CAYMART DESIGN, INC.
5001 SW 74TH COURT, SUITE 100 MIAMI, FL 33155
TEL. 305-669-5040 www.caymartdesign.com

LANDSCAPE ARCHITECT:
KIMBERLY MOYER LA 952
(P) 954 592 9609 (C) 654 592 3695
k.moyerla@gmail.com

CIVIL ENG:
CRAVEN THOMPSON & ASSOCIATES
3563 NW 53rd STREET. FORT LAUDERDALE,
FLORIDA 33309
(P) 954-739-6400 (F) 954-739-6409

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FEB 12 2020
BY:

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IR-2 IRRIGATION LEGEND, NOTES & DETAILS
SF-1 SITE FURNISHINGS PLAN

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CAYMARES MARTIN
Architectural & Engineering Design
AA 26001562 CA 27136
5001 SW 74th Ct. Ste 100 Miami, FL 33155
Ph: (305) 669-5040 Fax: (305) 669-5041
www.caymartdesign.com

The Estate Companies

TRION AT DANIA BEACH
DANIA BEACH BLVD & NORTH FEDERAL HIGHWAY
Dania Beach, FL 33004

REV. #	DATE
1	01/23/20 DRC COMMENTS.
2	
3	
4	
5	
6	

PROJECT No.:	
DESIGNED BY:	O.M.
DRAWN BY:	
CHECKED BY:	O.M.
ISSUE DATE:	12-09-2019
DRAWING SCALE:	AS SHOWN

ARCH. CARMEN T. DIAZ
LIC # AR 96290
5001 S.W. 74th COURT, #100 MIAMI, FL 33155
TEL. (305) 669-5040
FAX (305) 669-5041

STATE OF FLORIDA
REGISTERED ARCHITECT

A-000

LEGAL DESCRIPTION:

PARCEL A:

PARCEL I:

LOT 15, LESS THE WEST 24 FEET AND ALL OF LOT 16, BLOCK 12, OF "THE TOWN OF MODELO" (NOW DANIA), ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK B, AT PAGE 49, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, SAID LAND LYING AND BEING IN BROWARD COUNTY, FLORIDA.

PARCEL II:

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PARCEL B:

PARCEL B-1

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AND

LOTS 1, 2, 3, 4, 5 AND 6, BLOCK 1, LESS THE RIGHT-OF-WAY FOR DANIA BOULEVARD, TOGETHER WITH LOTS 1 AND 2, BLOCK 6, "BEACHWAY", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE 33, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

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LOT 3, BLOCK 6, "BEACHWAY", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE 33, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

PARCEL D:

ALL OF THAT CERTAIN 15 FOOT WIDE ALLEY LYING ADJACENT TO BLOCK 6 AND BLOCK 1, "BEACHWAY", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 8, PAGE 33, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 6 OF SAID BLOCK 1; THENCE SOUTH 87°40'10" WEST, ALONG THE NORTH LINE OF SAID BLOCK 1, A DISTANCE OF 150.00 FEET TO THE NORTHWEST CORNER OF SAID BLOCK 1; THENCE NORTH 02°36'48" WEST, ALONG THE WEST LINE OF SAID PLAT, A DISTANCE OF 15.00 FEET TO THE SOUTHWEST CORNER OF SAID BLOCK 6; THENCE NORTH 87°40'10" EAST, ALONG THE SOUTH LINE OF SAID BLOCK 6, A DISTANCE OF 150.00 FEET TO THE SOUTHEAST CORNER OF SAID BLOCK 6, SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF N.E. 1ST COURT AS SHOWN ON SAID PLAT; THENCE SOUTH 02°36'48" EAST, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

PARCEL E:

A PORTION OF THE 40 FOOT WIDE RIGHT-OF-WAY FOR N.E. 1ST AVENUE AS SHOWN ON THE MAP OF "THE TOWN OF MODELO", RECORDED IN PLAT BOOK B, PAGE 49, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 16, BLOCK 12, OF SAID PLAT; THENCE NORTH 87°40'10" EAST, ALONG THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 16, A DISTANCE OF 20.00 FEET TO A POINT ON THE CENTERLINE OF SAID N.E. 1ST AVENUE; THENCE NORTH 02°20'00" WEST, ALONG SAID CENTERLINE, A DISTANCE OF 12.00 FEET; THENCE NORTH 87°40'10" EAST, ALONG THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 31, BLOCK 2 OF THE "AMENDED PLAT OF BLOCK 2, ESKILSON ADDITION TO THE CITY OF DANIA", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 7, PAGE 10 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA A DISTANCE OF 20.00 FEET TO A POINT ON THE WEST LINE OF SAID BLOCK 2; THENCE SOUTH 02°20'00" EAST, ALONG SAID WEST LINE, A DISTANCE OF 212.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF DANIA BEACH BOULEVARD (STATE ROAD A-1-A) AS SHOWN ON THE STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, SECTION 86030-2506; THENCE SOUTH 64°36'10" WEST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 43.46 FEET TO A POINT ON THE EAST LINE OF SAID BLOCK 12; THENCE NORTH 02°20'00" WEST, ALONG SAID EAST LINE, A DISTANCE OF 217.03 FEET TO THE POINT OF BEGINNING.

NOTES:

1) THIS SITE CONTAINS A COMBINED AREA OF 106,316 SQUARE FEET (2.4407 ACRES) MORE OR LESS.
2) ELEVATIONS ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988. BROWARD COUNTY BENCHMARK #1893; ELEVATION: 15.872 FEET.
3) FLOOD ZONE: X & AE; BASE FLOOD ELEVATION: NONE & 6 FEET; 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 EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1 BEING N02°20'00"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) THE HORIZONTAL POSITIONAL ACCURACY OF WELL DEFINED IMPROVEMENTS ON THIS SURVEY IS ±0.07'. THE VERTICAL ACCURACY OF ELEVATIONS OF WELL DEFINED IMPROVEMENTS ON THIS SURVEY IS ±0.07'.
8) THIS SURVEY WAS PREPARED WITH BENEFIT OF COMMITMENT FOR TITLE INSURANCE, COMMITMENT NO.: 801522, PREPARED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, WITH A COMMITMENT DATE OF NOVEMBER 4, 2019 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-UNITY OF TITLE AGREEMENTS IN O.R.B. 37281, PAGE 817, AS AMENDED AND RESTATED IN O.R.B. 37760, PAGE 397 (AS TO PARCEL B) APPLIES TO THIS SITE AS DEPICTED HEREON.
   - ITEM 6-NON-EXCLUSIVE PUBLIC PEDESTRIAN, VEHICULAR AND UTILITY EASEMENT IN PEDESTRIAN AND VEHICULAR ACCESS AND UTILITY EASEMENT IN INSTRUMENT #114583490 APPLIES TO THIS SITE AS DEPICTED HEREON.
   - ITEM 7-COVENANTS, CONDITIONS AND RESTRICTIONS IN DECLARATION OF RESTRICTIVE COVENANTS IN INSTRUMENT #114583491 APPLY TO THIS SITE BUT CANNOT BE PLOTTED.
   - ITEM 8-NOTICE OF COMMENCEMENT IN INSTRUMENT #116102143 APPLIES TO THIS SITE BUT CANNOT BE PLOTTED.
9) THE LAND COMPRISING ALL PORTIONS OF THE LEGAL DESCRIPTION DESCRIBED HEREON AND IN THE ABOVE MENTIONED COMMITMENT FOR TITLE INSURANCE, INCLUDING PARCEL D, THE VACATED ALLEY LYING BETWEEN BLOCKS 1 AND 6, AND PARCEL E, THE PORTION OF VACATED RIGHT-OF-WAY OF NE 1ST AVENUE, PER ORDINANCE NO. 2016-022, CONSTITUTE ONE CLOSED PARCEL WITH NO GAPS, GORES OR HIATUSES.
10) ALL RECORDING INFORMATION IS PER BROWARD COUNTY RECORDS, UNLESS OTHERWISE NOTED.

CERTIFICATION:

TO OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY; THE ESTATE COMPANIES:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 3, 4, 8, 10, 11 OF TABLE A THEREOF.

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

NO.	REVISIONS	BY
7	#66710-UPDATE SURVEY-12/20/19	L.S.
6	#71170-REVIEW TITLE COMMITMENT	L.S.
5	#63375-ALTA SURVEY-07/28/17	B.L.
4	#63375-UPDATE SURVEY-6/28/17	L.S.
3	#63070-REVIEW UPDATED TITLE COMMITMENT	B.R.
1	#1169-BOUNDARY & TOPOGRAPHIC SURVEY-5/31/16	R.F.

VACANT SITE
DANIA BEACH BOULEVARD/FEDERAL HIGHWAY
DANIA BEACH, BROWARD COUNTY, FLORIDA

BOUNDARY AND TOPOGRAPHIC SURVEY
ALTA/NSPS LAND TITLE SURVEY

PLS

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: R.F.	SCALE: 1" = 20'	FILE: THE ESTATE COMPANIES
CHECKED BY: J.F.P.	SURVEY DATE: 12/20/19	ORDER NO.: 66710

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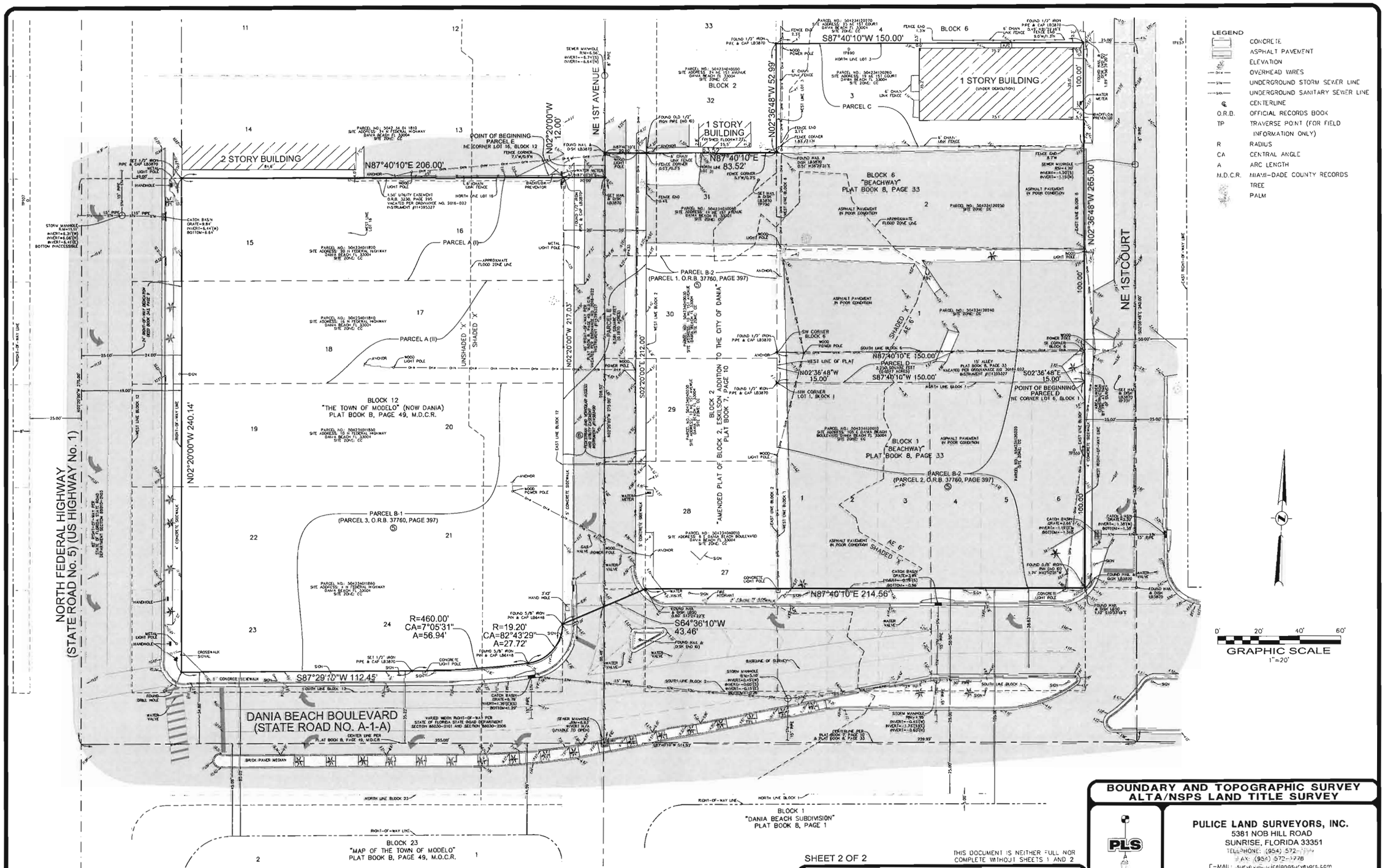
THIS DOCUMENT IS NEITHER FULL NOR COMPLETE WITHOUT SHEETS 1 AND 2



BOUNDARY AND TOPOGRAPHIC SURVEY
ALTA/NSPS LAND TITLE SURVEY

PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
TELEPHONE: (954) 572-1778
FAX: (954) 572-1778
E-MAIL: surveys@pulicelandsurveyors.com
CERTIFICATE OF AUTHORIZATION LB#3870

DRAWN BY: R.F.	SCALE: 1" = 20'	FILE: THE ESTATE COMPANIES
CHECKED BY: J.F.P.	SURVEY DATE: 12/20/19	ORDER NO.: 66710

SHEET 2 OF 2

THIS DOCUMENT IS NEITHER FULL NOR COMPLETE WITHOUT SHEETS 1 AND 2

VACANT SITE
DANIA BEACH BOULEVARD/FEDERAL HIGHWAY
DANIA BEACH, BROWARD COUNTY, FLORIDA

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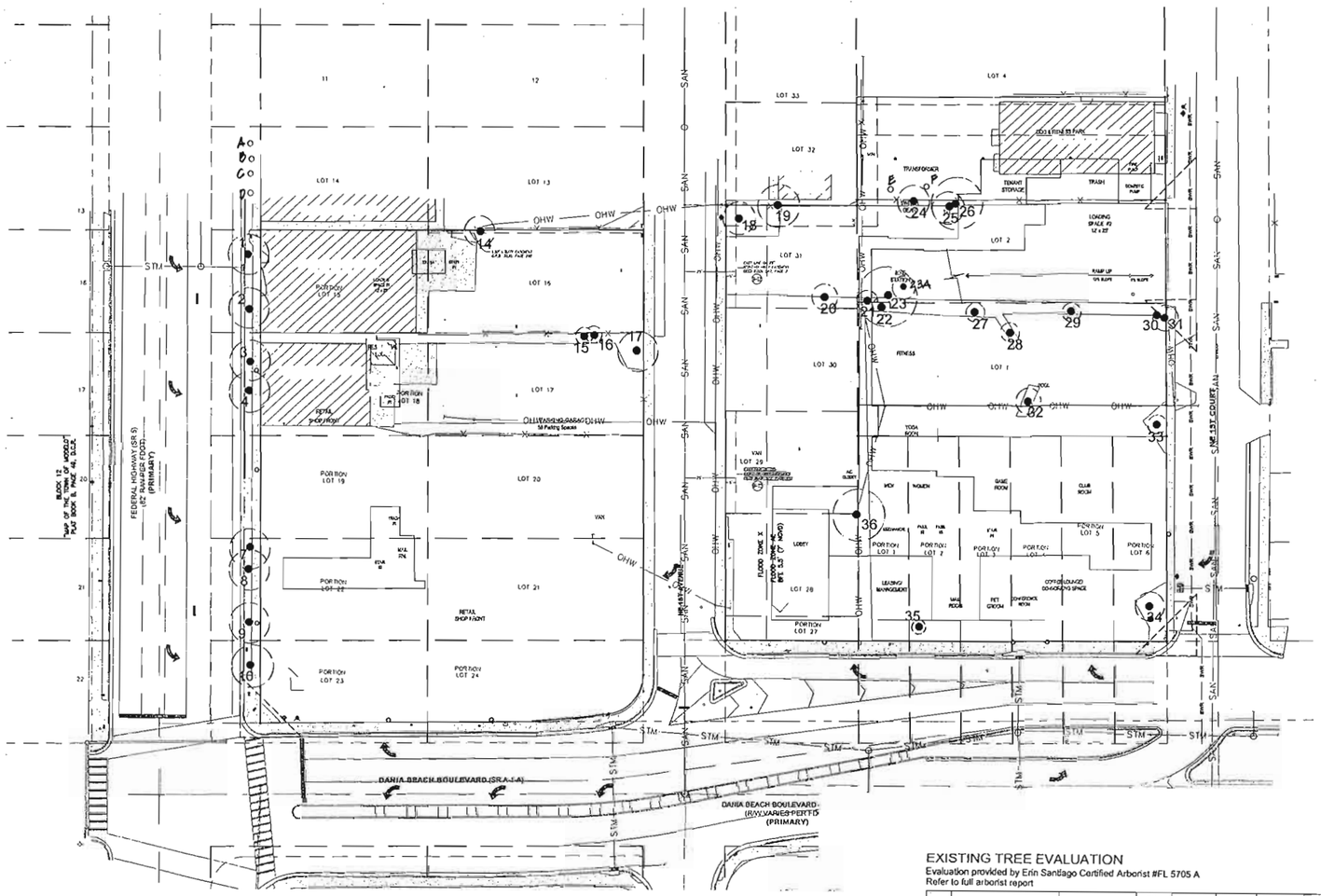


Note: A tree removal permit is required by the City prior start of work.

EXISTING TREE DISPOSITION

Tree #	Botanical Name	Common Name	DBH (inches)	Height (feet)	Canopy Diameter (feet)	Canopy Area (square footage)	Condition		Specimen	Note*	Disposition	Mitigation
1	Cocos nucifera	Coconut Palm	10	19CT 260A	20	314	0.75	Good	N	Cat II Invasive	Remove	1 palm
2	Cocos nucifera	Coconut Palm	10	19CT 260A	20	314	0.75	Good	N	Cat II Invasive	Remove	1 palm
3	Phoenix sylvestris	Wild Date Palm	16	17CT 260A	20	314	0.75	Fair	Y		Transplant	0
4	Phoenix sylvestris	Wild Date Palm	16	19CT 260A	20	314	0.75	Fair	Y		Transplant	0
7	Cocos nucifera	Coconut Palm	14	22CT 330A	20	314	0.75	Fair	N	Cat II Invasive	Remove	1 palm
8	Cocos nucifera	Coconut Palm	13	22CT 330A	20	314	0.75	Fair	N	Cat II Invasive	Remove	1 palm
9	Phoenix sylvestris	Wild Date Palm	16	17CT 260A	20	314	0.75	Fair	Y		Transplant	0
10	Phoenix sylvestris	Wild Date Palm	15	19CT 260A	22	379	0.75	Fair	Y		Transplant	0
14	Cuponiopsis anacardiodes	Carrotwood	8	15	15	177	0	Poor	N	Cat I Invasive	Remove	25 x 177 sf = 45 sf
15	Quercus virginiana	Live Oak	6	12	8	50	0.3	Poor	N	part of tree 16	Remove	1.5 x 50 sf = 75 sf
16	Quercus virginiana	Live Oak	6	12	8	50	0.3	Poor	N	part of tree 15	Remove	1.5 x 50 sf = 75 sf
17	Bischofia javanica	Bischofia	16	20	20	314	0.4	Poor	N	Cat I Invasive	Remove	25 x 314 sf = 79 sf
18	Leucaena leucocephala	Lead Tree	10	20	15	177	0.4	Poor	N	Cat II Invasive	Remove	1 tree
19	Leucaena leucocephala	Lead Tree	14	255	20	314	0.3	Poor	N	Cat II Invasive	Remove	1 tree
20	Leucaena leucocephala	Lead Tree	4	10	12	113	0.5	Poor	N	Cat II Invasive	Remove	1 tree
21	Sabal palmetto	Sabal Palm	10	15CT 190A	10	78	0.7	Fair	N		Remove	1.5 x 78 sf = 117 sf
22	Phoenix roebelenii	Robellini (double)	6	9CT 120A	8	50	0.75	Fair	N		Remove	1.5 x 50 sf = 75 sf
23	Leucaena leucocephala	Lead Tree	14	20	30	706	0.5	Poor	N	Cat II Invasive	Remove	1 tree
23A	Bursera simaruba	Gumbo Limbo	4	19	10	78	0.4	Poor	N		Remove	1.5 x 78 sf = 117 sf
24	Terminalia catappa	Tropical Almond	8	14	17	226	0.5	Poor	N	Cat II Invasive	Remove	1 tree
25	Quercus virginiana	Live Oak	7	18	15	176	0.5	Poor	N		Remove	1.5 x 176 sf = 265 sf
26	Leucaena leucocephala	Lead Tree	12	28	25	491	0.4	Poor	N	Cat II Invasive	Remove	1 tree
27	Phoenix roebelenii	Robellini (double)	6	7CT 100A	14	153	0.6	Fair	N		Remove	1.5 x 153 sf = 229 sf
28	Phoenix roebelenii	Robellini	3	6CT 90A	8	50	0.6	Fair	N		Remove	1.5 x 50 sf = 75 sf
29	Phoenix roebelenii	Robellini (double)	5	9CT 130A	10	78	0.5	Poor	N		Remove	1.5 x 78 sf = 117 sf
30	Phoenix roebelenii	Robellini (double)	5	5CT 90A	10	78	0.3	Poor	N		Remove	1.5 x 78 sf = 117 sf
31	Cuponiopsis anacardiodes	Carrotwood	3	12	12	113	0.5	Poor	N	Cat I Invasive	Remove	25 x 113 sf = 28 sf
32	Phoenix roebelenii	Robellini (double)	5	5CT 90A	12	113	0.6	Fair	N		Remove	1.5 x 113 sf = 170 sf
33	Phoenix roebelenii	Robellini	3	5CT 90A	10	78	0.6	Fair	N		Remove	1.5 x 78 sf = 117 sf
34	Phoenix roebelenii	Robellini (triple)	9	8CT 90A	14	153	0.6	Fair	N		Remove	1.5 x 153 sf = 229 sf
35	Phoenix roebelenii	Robellini	3	8CT 90A	6	113	0.75	Good	N		Remove	1.5 x 113 sf = 170 sf
36	Casuarina equisetifolia	Australian Pine	16	29	25	490	0.6	Fair	N	Cat I Invasive	Remove	25 x 490 sf = 123 sf

*Florida Exotic Pest Plant Council FLEPPC List of Invasive Species 2019

Total required = 2223 sf
6 trees
4 palms

Total provided = 2600 sf (3 Gumbo Limbo, 1 oak, 2 Pigeon Plums)
6 trees (4 Pigeon plum + 2 Simpson's Stopper)
4 palms (4 Veitchia Palms)

TREE DISPOSITION PLAN

Scale 1"= 30'- 0"

EXISTING TREE EVALUATION

Evaluation provided by Erin Santiago Certified Arborist #FL 5705 A
Refer to full arborist report

Tree #	Botanical Name	Common Name	DBH (inches)	Height (feet)	Canopy Diameter (feet)	Condition		Specimen	Note*	Market Value for Replacement	Replacement Size	2.7 factor	Site Factor	Condition Factor	Location Factor	Appraised Value
1	Cocos nucifera	Coconut Palm	10	19CT 260A	20	0.75	Good	N	Cat II Invasive							
2	Cocos nucifera	Coconut Palm	10	19CT 260A	20	0.75	Good	N	Cat II Invasive							
3	Phoenix sylvestris	Wild Date Palm	16	17CT 260A	20	0.75	Fair	Y		$ 400	4-6CT Field Grown	$ 1,080	4	0.75	3	$ 9,720
4	Phoenix sylvestris	Wild Date Palm	16	19CT 260A	20	0.75	Fair	Y		$ 400	4-6CT Field Grown	$ 1,080	4	0.75	3	$ 9,720
7	Cocos nucifera	Coconut Palm	14	22CT 330A	20	0.75	Fair	N	Cat II Invasive							
8	Cocos nucifera	Coconut Palm	13	22CT 330A	20	0.75	Fair	N	Cat II Invasive							
9	Phoenix sylvestris	Wild Date Palm	16	17CT 260A	20	0.75	Fair	Y		$ 400	4-6CT Field Grown	$ 1,080	4	0.75	3	$ 9,720
10	Phoenix sylvestris	Wild Date Palm	15	19CT 260A	22	0.75	Fair	Y		$ 400	4-6CT Field Grown	$ 1,080	4	0.75	3	$ 9,720
14	Cuponiopsis anacardiodes	Carrotwood	8	15	15	0	Poor	N	Cat I Invasive							
15	Quercus virginiana	Live Oak	6	12	8	0.3	Poor	N	part of tree 16							
16	Quercus virginiana	Live Oak	6	12	8	0.3	Poor	N	part of tree 15							
17	Bischofia javanica	Bischofia	16	20	20	0.4	Poor	N	Cat I Invasive							
18	Leucaena leucocephala	Lead Tree	10	20	15	0.4	Poor	N	Cat II Invasive							
19	Leucaena leucocephala	Lead Tree	14	255	20	0.3	Poor	N	Cat II Invasive							
20	Leucaena leucocephala	Lead Tree	4	10	12	0.5	Poor	N	Cat II Invasive							
21	Sabal palmetto	Sabal Palm	10	15CT 190A	10	0.7	Fair	N	Remove Strangler							
22	Phoenix roebelenii	Robellini (double)	6	9CT 120A	8	0.75	Fair	N								
23	Leucaena leucocephala	Lead Tree	14	20	30	0.5	Poor	N	Cat II Invasive							
23A	Bursera simaruba	Gumbo Limbo	4	19	10	0.4	Poor	N								
24	Terminalia catappa	Tropical Almond	8	14	17	0.5	Poor	N	Cat II Invasive							
25	Quercus virginiana	Live Oak	7	18	15	0.5	Poor	N								
26	Leucaena leucocephala	Lead Tree	12	28	25	0.4	Poor	N	Cat II Invasive							
27	Phoenix roebelenii	Robellini (double)	6	7CT 100A	14	0.6	Fair	N								
28	Phoenix roebelenii	Robellini	3	6CT 90A	8	0.6	Fair	N								
29	Phoenix roebelenii	Robellini (double)	5	9CT 130A	10	0.5	Poor	N								
30	Phoenix roebelenii	Robellini (double)	5	5CT 90A	10	0.3	Poor	N	Remove Strangler							
31	Cuponiopsis anacardiodes	Carrotwood	3	12	12	0.5	Poor	N	Cat I Invasive							
32	Phoenix roebelenii	Robellini (double)	5	5CT 90A	12	0.6	Fair	N								
33	Phoenix roebelenii	Robellini*	3	5CT 90A	10	0.6	Fair	N								
34	Phoenix roebelenii	Robellini (triple)	9	8CT 90A	14	0.6	Fair	N	Remove Strangler							
35	Phoenix roebelenii	Robellini	3	8CT 90A	6	0.75	Good	N								
36	Casuarina equisetifolia	Australian Pine	16	29	25	0.6	Fair	N	Cat I Invasive							

*Florida Exotic Pest Plant Council FLEPPC List of Invasive Species 2019

Off Property Trees

A	Cocos nucifera	Coconut Palm	15	22CT 300A	25	0.75	Fair	n/a	Cat II Invasive
B	Cocos nucifera	Coconut Palm	15	22CT 300A	25	0.75	Fair	n/a	Cat II Invasive
C	Veitchia arecina	Montgomery Palm	7	19CT 240A	11	0.8	Good	n/a	
D	Veitchia arecina	Montgomery Palm	8	21CT 270A	11	0.7	Fair	n/a	
E	Cuponiopsis anacardiodes	Carrotwood	5	16	18	0.7	Fair	n/a	Cat I Invasive
F	Cuponiopsis anacardiodes	Carrotwood	5	10	10	0.7	Fair	n/a	Cat I Invasive
G	Terminalia catappa	Tropical Almond	20	25	25	0.6	Fair	n/a	Cat II Invasive

811 KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG

SCALE: 1"=30'-00"

The Estate Companies

TRION AT DANIA BEACH

DANIA BEACH BLVD & NORTH FEDERAL HIGHWAY
Dania Beach, FL 33004

PROJECT No.:
DESIGNED BY: K.M.
DRAWN BY:
CHECKED BY: K.M.
ISSUE DATE: 2/7/2020
DRAWING SCALE: AS SHOWN

KIMBERLY MOYER
LANDSCAPE ARCHITECT
(954)-592-3695
LIC. NO. #LA0000952

TD-1

NOTE: SEE SHEET L-2 FOR PLANTING NOTES, DETAILS AND PLANT LIST.

PARKING COUNT GRD FL PARKING:
REGULAR PS: 55
TANDEM PS: 27x2=54
HC PS: 4
TOTAL: 113 PS

FEDERAL HIGHWAY (SR 5)

NE 1st AVENUE

NE 1st COURT

DANIA BEACH BOULEVARD (SR A-1-A)

TRANSFORMER 550 SF

TRASH ROOM 475 SF

RETAIL 4,500 SF

RESIDENTIAL ELEVATOR ACCESS

RETAIL 9,200 SF

BICYCLE PARKING

AMENITIES 4,500 SF

B.O.H 1,500 SF

TRASH ROOM 865 SF

DOM. PUMP 200 SF

FIRE PUMP 200 SF

RAMP UP. (6%)

RAMP UP. (12%)

LEASING OFFICE 2,000 SF

RESIDENTIAL MAIN LOBBY 1,500 SF

VEHICULAR ACCESS (ENTRY ONLY)

VEHICULAR ACCESS TO RETAIL PARKING GARAGE

PEDESTRIAN ACCESS TO MAIN RESIDENTIAL LOBBY

VEHICULAR ACCESS TO SERVICE AREA

ACCESS TO RESIDENTIAL PARKING GARAGE

4'X4' TREE PLANTING AREA TO BE PROVIDED.

PROPERTY LINE

STREET PARKING

SHOT TRIANGLE

N

LANDSCAPE PLAN

SCALE: 1/16" = 1'-0"

The Estate Companies

TRION AT DANIA BEACH

DANIA BEACH BLVD & NORTH FEDERAL HIGHWAY
Dania Beach, FL 33004

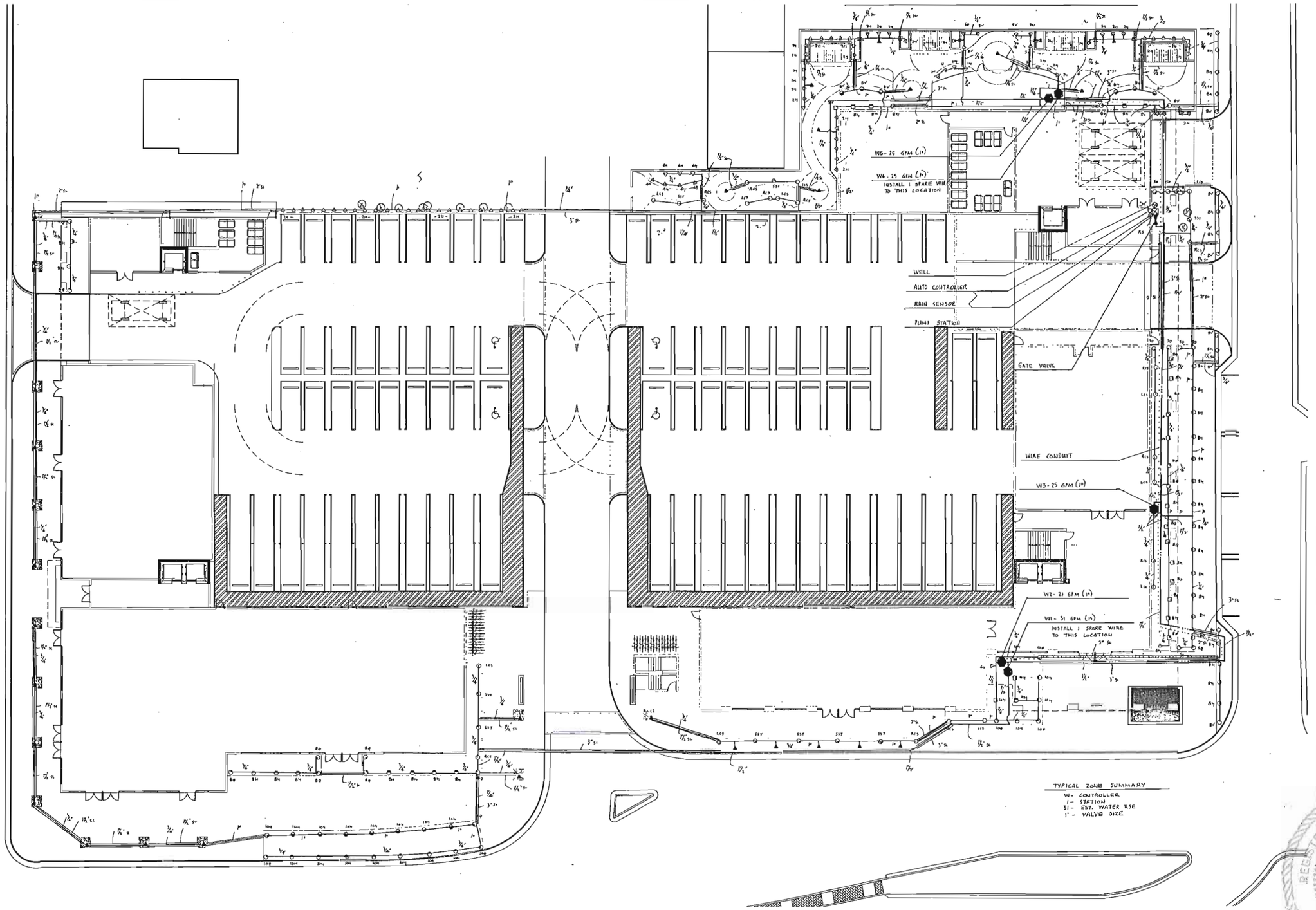
REV. #	DATE
1	
2	
3	
4	
5	
6	

PROJECT No.	
DESIGNED BY:	K.M.
DRAWN BY:	
CHECKED BY:	K.M.
ISSUE DATE	2/7/2020
DRAWING SCALE	AS SHOWN

KIMBERLY MOYER
LANDSCAPE ARCHITECT
(954)-592-3695
LIC. NO. #LA0000952

2-7-2020

L-1



N

IRRIGATION PLAN
GROUND LEVEL

SCALE: 1/16 = 1'-0"

The Estate Companies

TRION AT DANIA BEACH

DANIA BEACH BLVD & NORTH FEDERAL HIGHWAY
Dania Beach, FL 33004

REV #	DATE
1	
2	
3	
4	
5	
6	

PROJECT No	
DESIGNED BY	
DRAWN BY	
CHECKED BY	
ISSUE DATE	2/6/2020
DRAWING SCALE	AS SHOWN

REGISTERED LANDSCAPE ARCHITECT
LA 0000952
STATE OF FLORIDA

2-7-2020

IR-1

LEGEND

SYMBOL	MODEL NO.	DESCRIPTION	* EST. QUANTITY
▲	1404	RAIN BIRD FLOOD BUBBLER	30
△	PA8S-PRS-SCST-B	RAIN BIRD STREAM BUBBLER	03
△ 2H	PA8S-PRS-SQ-HLF	RAIN BIRD SPRAY BUBBLER	74
△ 1H	PA8S-PRS-SQ-HLF	RAIN BIRD SPRAY BUBBLER	10
△ 5Q	PA8S-PRS-5Q	RAIN BIRD SPRAY BUBBLER	02
△ 5V	PA8S-PRS-5V	RAIN BIRD SPRAY BUBBLER	04
8V	PA8S-PRS-8V	RAIN BIRD SHRUB SPRAY	04
8Q	PA8S-PRS-8Q	RAIN BIRD SHRUB SPRAY	09
8H	PA8S-PRS-8H	RAIN BIRD SHRUB SPRAY	09
10H	PA8S-PRS-10H	RAIN BIRD SHRUB SPRAY	04
8V	1806-PRS-8V	RAIN BIRD 6' POP-UP SPRAY	05
8Q	1806-PRS-8Q	RAIN BIRD 6' POP-UP SPRAY	03
8H	1806-PRS-8H	RAIN BIRD 6' POP-UP SPRAY	06
10Q	1006-PRS-10Q	RAIN BIRD 6' POP-UP SPRAY	02
10H	1806-PRS-10H	RAIN BIRD 6' POP-UP SPRAY	07
RCS	1806-PRS-15RCS	RAIN BIRD 6' POP-UP SPRAY	05
LCS	1806-PRS-15LCS	RAIN BIRD 6' POP-UP SPRAY	05
SST	1806-PRS-15SST	RAIN BIRD 6' POP-UP SPRAY	06
5Q	1812-PRS-5Q	RAIN BIRD 12' POP-UP SPRAY	08
8V	1812-PRS-8V	RAIN BIRD 12' POP-UP SPRAY	11
8Q	1812-PRS-8Q	RAIN BIRD 12' POP-UP SPRAY	09
8H	1812-PRS-8H	RAIN BIRD 12' POP-UP SPRAY	25
10Q	1812-PRS-10Q	RAIN BIRD 12' POP-UP SPRAY	05
10H	1812-PRS-10H	RAIN BIRD 12' POP-UP SPRAY	10
RCS	1812-PRS-15RCS	RAIN BIRD 12' POP-UP SPRAY	06
LCS	1812-PRS-15LCS	RAIN BIRD 12' POP-UP SPRAY	06
SST	1812-PRS-15SST	RAIN BIRD 12' POP-UP SPRAY	03
●	100 PEB	RAIN BIRD 1" SOLENOID VALVE	05
V	ESP-4ME	RAIN BIRD AUTO. CONTROLLER	01
NOT SHOWN	ESP-SM3	RAIN BIRD EXPANSION MODULE	01
⊕	RSD-BEX	RAIN BIRD RAIN SENSOR	05
NOT SHOWN	#14AWG	PAIGE THHN WIRE	AS REQUIRED
NOT SHOWN		SCH 40 GALVANIZED STEEL	AS REQUIRED
		SCH 40 PVC	AS REQUIRED
		MAIN LINE	
		SLEEVES	
NOT SHOWN		SPRINKLER RISERS	
NOT SHOWN		PVC FITTINGS	
		WIRE CONDUIT	
		TYPE 1120 PVC LATERALS	AS REQUIRED
		SDR 26, CLASS 160 (1"+LARGER)	
		SDR 21, CLASS 200 (3/4")	
		GATE VALVE (TO LINE SIZE)	01
		VALVE BOX	06
V		GROUNDING LOCATION	01
⊗		WELL	01
⊠		PUMP STATION	01

NOTE: ABOVE QUANTITIES ARE FOR COMPARISON ONLY. CONTRACTOR SHALL VERIFY PRIOR TO SUBMITTING BID.

ZONE SUMMARY CHART

STA NO.	VALVE	SPRINKLER TYPE	VALVE SIZE	WATER DEMAND	RUN *TIME	WEEKLY USAGE
1	W1	SPRAY	1"	31 GPM	40 MIN/WK	1,240 GAL/WK
2	W2	SPRAY	1"	21 GPM	40 MIN/WK	840 GAL/WK
3	W3	SPRAY	1"	25 GPM	40 MIN/WK	1,000 GAL/WK
4	W4	SPRAY	1"	25 GPM	40 MIN/WK	1,000 GAL/WK
5	W5	SPRAY	1"	25 GPM	40 MIN/WK	1,000 GAL/WK
6-7	SPARE					
				200 MIN/WK		5,080GAL/WK

*TO APPLY 1.0 IN/WK.

IRRIGATION NOTES & SPECIFICATIONS

AUTOMATIC IRRIGATION SYSTEM	
WATER DEMAND / ZONE	REFER TO PLAN
WATER SOURCE	2" WELL
PRESSURE REQUIRED	40 PSI
PUMPING CAPACITY	35 GPM @ 92 FT.HD

GENERAL

IRRIGATION SHALL BE INSTALLED IN ACCORDANCE WITH LOCAL CODES, CONTRACT DRAWINGS, CONTRACT SPECIFICATIONS, AND APPENDIX 'F' OF THE FLORIDA BUILDING CODE.

IRRIGATION DESIGN BASED ON KIM MOYER 'LANDSCAPE PLAN' DATED FEBRUARY 2020. CONTRACTOR SHALL REFER TO THIS PLAN TO COORDINATE SPRINKLER LOCATIONS AND PIPE ROUTING WITH NEW AND EXISTING PLANT LOCATIONS.

THIS PLAN SHALL BE USED AS A GUIDE ONLY. IRRIGATION SHALL BE INSTALLED TO MATCH ON SITE CONDITIONS AND TO OVERCOME THE INHERENT INACCURACIES THAT RESULT WHEN DESIGNING FROM BASE PLANS SCALED AT 1" = 16".

THE SOURCE SHALL BE A PUMP STATION DRAWING WATER FROM AN EXISTING 2" WELL.

THIS IRRIGATION HAS BEEN DESIGNED AS A TYPICAL BLOCK VALVE TYPE USING RAIN BIRD SPRINKLERS, IN-LINE VALVES AND CONTROL SYSTEM. A RAIN SENSOR SHALL BE INSTALLED TO CONSERVE WATER.

IRRIGATION SHALL BE INSTALLED AND MAINTAINED TO MINIMIZE UNDESIRABLE OVERTHROW ONTO PAVEMENT, SIDEWALKS, AND BUILDINGS.

CONTRACTOR SHALL REFER TO THE PLANS FOR ADDITIONAL INFORMATION AND VISIT THE SITE TO BECOME FAMILIAR WITH SITE CONDITIONS.

TO ENSURE PROPER OPERATION, PUMPING CAPACITY, WELL CAPACITY, VALVE SIZES, ZONE CAPACITIES, SPRINKLER SPACING, PIPE AND WIRE SIZES, AND INSTALLATION NOTES AND DETAILS SHALL BE FOLLOWED AS SHOWN.

PIPING

PIPE ROUTING IS SCHEMATIC ONLY AND SHALL BE ADJUSTED FOR ON SITE CONDITIONS.

PIPE SHALL BE INSTALLED IN ACCORDANCE WITH LOCAL CODES AND PIPE MANUFACTURER'S INSTRUCTIONS.

PIPE ROUTED UNDER HARDSCAPED AREAS SHALL BE SLEEVED IN SCH 40 PVC. EACH SLEEVE SHALL BE: (1) BURIED TO A MINIMUM DEPTH OF 24", (2) TWO PIPE SIZES LARGER THAN CARRIER PIPE, AND (3) EXTENDED 3' BEYOND HARDSCAPED AREA ON EACH END. CONTRACTOR SHALL VERIFY THE SIZE, DEPTH, AND LOCATION OF ALL EXISTING SLEEVES.

PIPE INSTALLED ABOVE GRADE AT THE PUMP STATION SHALL BE SCH 40 GALVANIZED STEEL. ALL OTHER PIPE SHALL BE TYPE 1120 PVC. MAIN LINE, SUCTION LINE AND FITTINGS SHALL BE SCH 40 PVC. LATERALS SIZED 3/4" SHALL BE SDR 21, CLASS 200. LATERALS SIZED 1" AND LARGER BE SDR 26, CLASS 160.

PIPE SIZED TO LIMIT FLOW VELOCITIES TO 5 FEET/SECOND AND TO LIMIT FRICTION LOSS IN THE PIPING NETWORK.

PIPE SHALL BE INSTALLED AT SUFFICIENT DEPTH BELOW GROUND TO PROTECT IT FROM HAZARD SUCH AS VEHICULAR TRAFFIC OR ROUTINE OCCURRENCES WHICH OCCUR IN THE NORMAL USE AND MAINTENANCE OF THE PROPERTY. DEPTHS OF COVER SHALL MEET OR EXCEED SCS CODE 430-DD. REFER TO THE APPLICABLE DETAIL FOR ADDITIONAL INFORMATION.

BACKFILL SHALL BE OF SUITABLE MATERIAL, FREE OF ROCKS, STONES, AND OTHER DEBRIS THAT WOULD DAMAGE IRRIGATION SYSTEM COMPONENTS.

A GATE VALVE SHALL BE INSTALLED FOR ISOLATION. THIS GATE VALVE SHALL BE TO LINE SIZE AND INSTALLED IN A VALVE BOX. POROUS MATERIAL SHALL BE INSTALLED PER BOX TO PROMOTE DRAINAGE.

SPRINKLERS

SPRINKLER LOCATIONS ARE SCHEMATIC ONLY AND SHALL BE ADJUSTED FOR LANDSCAPING, SITE LIGHTING, PREVAILING WIND, MOUNDING, ETC. TO ENSURE PROPER COVERAGE WITH MINIMAL UNDESIRABLE OVERTHROW. A PRIME OBJECTIVE SHALL BE TO ELIMINATE OVERTHROW ONTO PAVEMENT, SIDEWALKS, AND BUILDINGS.

SPRAY HEADS SHALL BE RAIN BIRD SERIES. SIX INCH POP-UP TYPE SHALL BE INSTALLED IN AREAS LANDSCAPED WITH SOD AND MULCH, TWELVE INCH POP-UP TYPE SHALL BE INSTALLED IN AREAS LANDSCAPED WITH GROUND COVER AND LOW SHRUBS. SHRUB HEADS SHALL BE INSTALLED IN AREAS LANDSCAPED WITH TALL SHRUBS, AND BUBBLERS SHALL BE INSTALLED IN NARROW LANDSCAPED AREAS.

POP-UP TYPE LOCATED IN SOD, MULCH, AND GROUND COVERS SHALL BE INSTALLED ON FLEXIBLE SWING JOINTS CONSISTING OF THICKWALLED POLY PIPE AND INSERT ELBOWS.

POP-UP TYPE LOCATED IN SHRUBS SHALL BE INSTALLED ON 12HM SCH 40 PVC RISERS TO A HEIGHT SO SPRINKLERS ARE CONCEALED FROM VIEW EXCEPT DURING USE.

SHRUB TYPE AND BUBBLERS SHALL BE INSTALLED ON 1/2" SCH 40 PVC RISERS. SHRUB HEADS SHALL BE INSTALLED A STANDARD HEIGHT OF 6" ABOVE PLANTS AND SHALL BE INSTALLED WITHIN PLANTS TO BE CONCEALED FROM VIEW. BUBBLERS SHALL BE INSTALLED AT THE BASE OF PLANTS FOR LOW LEVEL WATERING. RISERS SHALL BE PAINTED FLAT BLACK TO BE LESS VISIBLE.

EACH SPRAY HEADS SHALL BE EQUIPPED WITH THE APPROPRIATE MPR SPRAY NOZZLE AND SHALL BE PRESSURE REGULATED TO 30 PSI.

ADJUSTMENT FEATURES OF SPRINKLERS SPECIFIED SHALL BE UTILIZED TO ENSURE PROPER COVERAGE WITH MINIMAL UNDESIRABLE OVERTHROW. LOW ANGLE, FLAT SPRAY, AND ADJUSTABLE ARC NOZZLES SHALL BE USED TO MINIMIZE OVERTHROW.

SPRINKLERS LOCATED ADJACENT TO HARDSCAPED AREAS SHALL BE INSTALLED AWAY FROM HARDSCAPED AREAS TO MINIMIZE OVERTHROW AND THE CHANCE OF DAMAGE BY VEHICLES, PEDESTRIANS, AND LAWN MAINTENANCE PRESONNEL. AS A GENERAL RULE, 6" POP-UP SPRAY HEADS SHALL BE INSTALLED IN 4", SHRUB HEADS AND 12" POP-UP SPRAYS SHALL BE INSTALLED IN 12".

PUMP STATION/WELL

LOCATION OF PUMP STATION SHALL BE VERIFIED ON SITE.

PUMP SHALL BE A 2 HP SELF-PRIMING CENTRIFUGAL TYPE WITH A CAPACITY OF 35 GPM @ 92 FT.HD. PUMP SHALL BE ACTIVATED BY THE CONTROLLER.

PUMP CONTROL PANEL SHALL INCLUDE STARTER AND EQUIPMENT REQUIRED TO PROTECT THE PUMP FROM HIGH AND LOW PRESSURE CONDITIONS AND LOSS OF PRIME.

PUMP SHALL BE MOUNTED ON A CONCRETE SLAB SIZED TO ACCOMMODATE THE PUMP AND ASSOCIATE EQUIPMENT. PUMP SHALL BE INSTALLED IN A LOCKABLE WEATHERPROOF ENCLOSURE.

THE WATER SOURCE SHALL BE A 2" WELL DEVELOPED FOR A CAPACITY OF 50 GPM. THE WELL SHALL BE ESTABLISHED AT THE DEPTH REQUIRED TO ACCESS WATER WITH MINIMAL RUST STAINING PROPERTIES. A RUST INHIBITOR UNIT SHALL BE INSTALLED IF IT IS DETERMINED THAT THE WATER TO BE USED WILL CAUSE STAINING.

CONTROL SYSTEM

CONTROL SYSTEM SHALL BE A RAIN BIRD ESP SERIES ELECTRIC TYPE. ONE 7 STATION CONTROLLER SHALL ACTIVATE 5 NEW IN-LINE VALVES. A RAIN SENSOR SHALL BE INSTALLED TO CONSERVE WATER.

CONTROLLER SHALL BE INSTALLED IN ACCORDANCE WITH LOCAL CODES AND MANUFACTURER'S INSTRUCTIONS. PROPER GROUNDING EQUIPMENT SHALL BE PROVIDED.

CONTROLLER LOCATION SHALL BE APPROVED BY THE OWNER'S REPRESENTATIVE. A 120 VAC POWER SOURCE IS REQUIRED.

CONTROL LINES FROM AUTOMATIC CONTROLLER TO IN-LINE AUTOMATIC VALVES SHALL BE #14 AWG THHN TYPE, WHICH SHALL BE: (1) INSTALLED IN ACCORDANCE WITH LOCAL CODES, (2) INSTALLED IN SCH 40 PVC WIRE CONDUIT, (3) BURIED TO A MINIMUM DEPTH OF 15", (4) COLORED CODED TO FACILITATE TROUBLESHOOTING, AND (5) SPLICED MOSTLY AT VALVE LOCATIONS. SPLICES SHALL BE MADE WATERPROOF USING APPROVED METHODS.

AUTOMATIC VALVE LOCATIONS ARE SCHEMATIC ONLY AND SHALL BE ADJUSTED FOR ON SITE CONDITIONS. EACH VALVE SHALL BE INSTALLED IN A VALVE BOX. A MINIMUM OF ONE CUBIC FOOT OF GRAVEL SHALL BE PROVIDED PER BOX TO PROMOTE DRAINAGE.

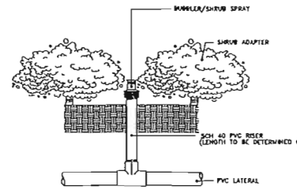
THE RAIN SENSOR SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.

TIMING AND PRECIPITATION

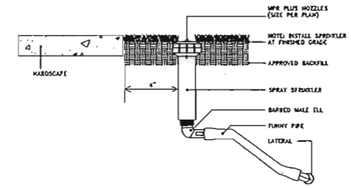
TIMING OF EACH STATION SHALL BE SET IN THE FIELD TO MATCH LOCAL REQUIREMENTS. REFER TO ZONE SUMMARY CHART FOR RECOMMENDED RUN TIMES TO APPLY 1.0 INCHES/WEEK.

PROGRAMMING

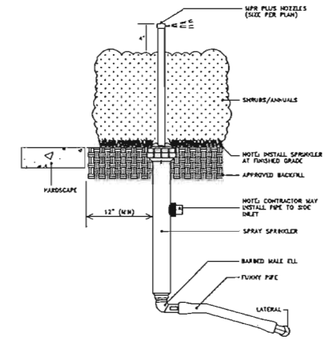
SYSTEM SHALL BE PROGRAMMED TO OPERATE WITHIN THE GUIDELINE ESTABLISHED FOR PHASE II WATER RESTRICTIONS.



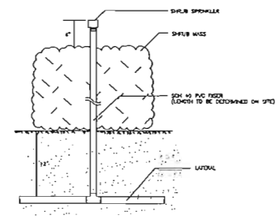
SPRINKLER DETAIL (NTS)
BUBBLER/SHRUB SPRAY INSTALLED AT THE BASE OF PLANTS FOR LOW LEVEL WATERING



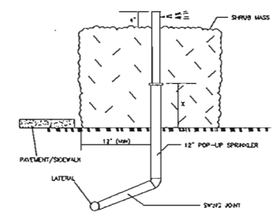
SPRINKLER DETAIL (NTS)
POP-UP SPRAY ON POLY PIPE SWING JOINT LOCATED IN SOD OR MULCH



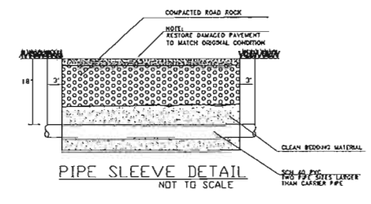
SPRINKLER DETAIL (NTS)
12" POP-UP SPRAY ON POLY PIPE SWING JOINT LOCATED IN PLANTS MAINTAINED TO A MAXIMUM HEIGHT OF 8".



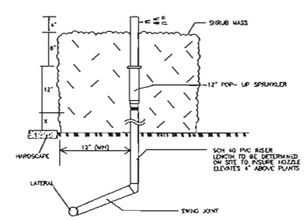
SPRINKLER DETAIL (NTS)
SHRUB SPRAY ON RISER AT INTERIOR LOCATION IN PLANT MASS.



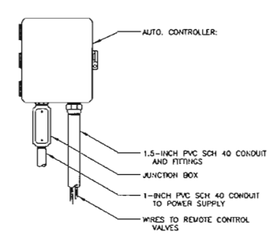
SPRINKLER DETAIL (NTS)
12" POP-UP INSTALLED ON PVC SWING JOINT LOCATED IN PLANT MASS MAINTAINED TO A MAXIMUM HEIGHT OF 18".



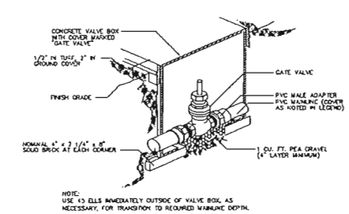
PIPE SLEEVE DETAIL
NOT TO SCALE



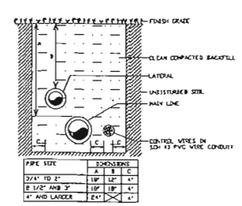
SPRINKLER DETAIL (NTS)
12" POP-UP ON PVC SWING JOINT WITH RISER LOCATED IN PLANT MASS MAINTAINED TO A MINIMUM HEIGHT OF 24".



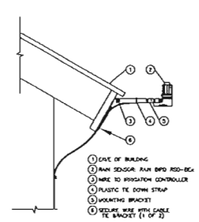
AUTOMATIC CONTROLLER
NOT TO SCALE



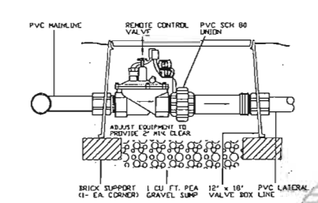
GATE VALVE DETAIL
NOT TO SCALE



TRENCHING DETAIL (NTS)
NON-TRAFFIC AREAS



RAIN SENSOR RSD-BEX
NOT TO SCALE



REMOTE CONTROL VALVE DETAIL
NOT TO SCALE

REGISTERED LANDSCAPE ARCHITECT KIMBERLY ANN MOYER LA-000095 STATE OF FLORIDA

2-7-2022

IRRIGATION LEGEND, NOTES, AND DETAILS

SCALE: N.T.S

The Estate Companies

TRION AT DANIA BEACH

DANIA BEACH BLVD & NORTH FEDERAL HIGHWAY
Dania Beach, FL 33004

REV. #	DATE
1	
2	
3	
4	
5	
6	

PROJECT No:	
DESIGNED BY:	O.M.
DRAWN BY:	
CHECKED BY	O.M.
ISSUE DATE	12-03-2019
DRAWING SCALE:	AS SHOWN

IR-2

TRION AT DANIA BEACH

CITY OF DANIA BEACH
BROWARD COUNTY, FLORIDA

LEGAL DESCRIPTION:

PARCEL A:

PARCEL I:

LOT 15, LESS THE WEST 24 FEET AND ALL OF LOT 16, BLOCK 12, OF "TOWN OF DANIA", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK B, AT PAGE 49, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, SAID LAND LYING AND BEING IN BROWARD COUNTY, FLORIDA.

PARCEL II:

LOTS 17 AND 18, BLOCK 12, "TOWN OF DANIA", ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK B, PAGE 49, PUBLIC RECORDS OF DADE COUNTY, FLORIDA, SAID LAND LYING AND BEING IN BROWARD COUNTY, FLORIDA. LESS THE WEST 24 FEET OF LOT 18 FOR RIGHT-OF-WAY OF STATE ROAD No. 5.

PARCEL B:

LOTS 19, 20, 21, 22, 23 AND 24, BLOCK 12, "THE TOWN OF MODELO", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK B, PAGE 49, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA,

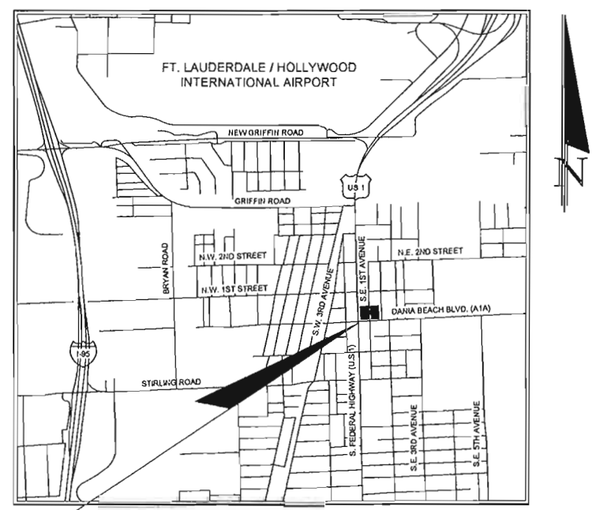
LESS THE RIGHT-OF-WAY FOR STATE ROAD No. 5,

AND LESS THE RIGHT-OF-WAY FOR DANIA BOULEVARD.

SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

LOT 27, LESS THE RIGHT-OF-WAY OF DANIA BOULEVARD; LOTS 28, 29, 30 AND 31, BLOCK 2, "AMENDED PLAT OF BLOCK 2, ESKILSON ADDITION TO THE CITY OF DANIA", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 7, PAGE 10, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

LOTS 1, 2, 3, 4, 5 AND 6, BLOCK 1, LESS THE RIGHT-OF-WAY FOR DANIA BOULEVARD, TOGETHER WITH LOTS 1 AND 2, BLOCK 6, "BEACHWAY", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE 33, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.



PROJECT LOCATION

LOCATION MAP

SECTION 34, TOWNSHIP 50 SOUTH, RANGE 42 EAST

Sheet List Table		
Sheet Number	Sheet Title	Rev
C-1	TITLE SHEET	
C-2	GENERAL NOTES & SPECIFICATIONS	
C-3	DEMOLITION PLAN	
C-4	EROSION CONTROL PLAN	
C-5	PAVING GRADING AND DRAINAGE PLAN	
C-6	WATER AND SEWER PLAN	
C-7	PAVEMENT MARKING AND SIGNAGE PLAN	
C-8	PAVING AND DRAINAGE DETAILS 1	
C-9	PAVING AND DRAINAGE DETAILS 2	
C-10	PAVING AND DRAINAGE DETAILS 3	
C-11	WATER AND SEWER DETAILS 1	
C-12	WATER AND SEWER DETAILS 2	
C-13	WATER AND SEWER DETAILS 3	
C-14	WATER AND SEWER DETAILS 4	

PROJECTED WATER & SEWER DEMAND:

WATER:
340 APARTMENT UNITS x 141 GPD/UNIT = 47,940 GPD
13,700 SF RETAIL x 37 GPD / 1000SF = 507 GPD
2000 FT OFFICE x 42 GPD / 1000SF = 84 GPD
TOTAL ANTICIPATED WATER DEMAND = 48,531 GPD

SEWER:
340 APARTMENT UNITS x 100 GPD/UNIT = 34,000 GPD
13,700 SF RETAIL x 30 GPD / 1000SF = 411 GPD
2000 FT OFFICE x 34 GPD / 1000SF = 68 GPD
TOTAL ANTICIPATED WATER DEMAND = 34,479 GPD

DATA ABOVE OBTAINED / EXTRACTED FROM BROWARD COUNTY WATER AND WASTEWATER ENGINEERING DIVISION GUIDELINES FOR DETERMINING ABILITY TO PROVIDE POTABLE WATER AND WASTEWATER SERVICE DATED APRIL 2, 2012

VERTICAL INFORMATION HEREON IS RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM (NAVD88).

PREPARED FOR:

THE ESTATE COMPANIES

CRAVEN · THOMPSON AND ASSOCIATES, INC.
ENGINEERS · PLANNERS · SURVEYORS
3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309
FAX: (954) 739-6409 TEL.: (954) 739-6400
FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS No. 271
FLORIDA LICENSED LANDSCAPE ARCHITECTURE BUSINESS No. C000114

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Chad Everett Edwards
Florida P.E. No. 59306
February 5, 2020

SHEET C-1
FEBRUARY, 2019
CTA PROJECT NUMBER: 05-0136-006-01

I. APPLICABLE CODES

A. ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO CITY STANDARDS AND SPECIFICATIONS, AND ALL OTHER LOCAL, STATE AND NATIONAL CODES WHERE APPLICABLE. ALL CONSTRUCTION WITHIN FDOT R/W SHALL BE CONSTRUCTED PER FDOT MINIMUM STANDARDS. ALL CONSTRUCTION WITHIN BROWARD COUNTY R/W SHALL BE CONSTRUCTED PER BROWARD COUNTY MINIMUM STANDARDS.

B. ALL CONSTRUCTION SHALL BE DONE IN A SAFE MANNER AND IN STRICT COMPLIANCE WITH ALL THE REQUIREMENTS OF FEDERAL OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970, AND ALL STATE AND LOCAL SAFETY AND HEALTH REGULATIONS.

C. ALL ELEVATIONS SHOWN ON THE CONSTRUCTION DRAWINGS ARE BASED ON THE NATIONAL GEODETICAL VERTICAL DATUM OF 1929, (N.G.V.D.), UNLESS OTHERWISE NOTED.

D. ALL MATERIALS AND CONSTRUCTION SHALL CONFORM TO CITY, BROWARD COUNTY AND/OR FDOT SPECIFICATIONS (WHICHEVER APPLIES).

E. CITY, BROWARD COUNTY AND/OR FDOT SPECIFICATIONS SHALL DICTATE WHEN IN CONFLICT WITH ANY OF THE FOLLOWING SPECIFICATIONS.

F. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR COMPLIANCE WITH THE STATE OF FLORIDA TRENCH SAFETY ACT.

II. PRECONSTRUCTION RESPONSIBILITIES

A. UPON THE RECEIPT OF THE "NOTICE TO PROCEED", THE CONTRACTOR SHALL CONTACT THE ENGINEER OF RECORD AND ARRANGE A PRECONSTRUCTION CONFERENCE TO INCLUDE ALL INVOLVED GOVERNMENTAL AGENCIES, UTILITY OWNERS, THE OWNER AND THE ENGINEER OF RECORD.

B. THE CONTRACTOR SHALL OBTAIN A SUNSHINE STATE ONE CALL OF FLORIDA CERTIFICATION NUMBER AT LEAST 48 HOURS PRIOR TO BEGINNING ANY EXCAVATION, CALL 1-800-432-4770.

C. ALL UTILITY EASEMENTS TO BE SECURED PRIOR TO CONSTRUCTION (IF REQUIRED).

D. LOCATION OF EXISTING FACILITIES AS SHOWN ON CONSTRUCTION DRAWINGS ARE DRAWN FROM AVAILABLE RECORDS. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE FACILITIES SHOWN OR FOR ANY FACILITY NOT SHOWN. THE CONTRACTOR SHALL VERIFY, IF POSSIBLE, THE ELEVATIONS AND LOCATIONS OF EXISTING FACILITIES PRIOR TO CONSTRUCTION. IF AN EXISTING FACILITY IS FOUND TO CONFLICT WITH THE PROPOSED CONSTRUCTION UPON EXCAVATION, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF RECORD SO THAT APPROPRIATE MEASURES CAN BE TAKEN TO RESOLVE THE PROBLEM.

E. A SEPARATE CALCULATED SITE PLAN WILL BE REQUIRED PRIOR TO CONSTRUCTION TO VERIFY PROPOSED BUILDING, CURB, AND SITE WORK LOCATIONS.

F. AT LEAST TWO (2) DAYS PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL SUBMIT A CGP "NOTICE OF INTENT (N.O.I) TO USE GENERAL PERMIT FOR STORMWATER DISCHARGE FROM CONSTRUCTION ACTIVITIES THAT DISTURB AN ACRE OR MORE OF LAND" FORM (DEP FORM 62-621.300(4)(B)) TO FDEP NOTICES CENTER. THE CONTRACTOR WILL BE RESPONSIBLE FOR: (1) IMPLEMENTATION OF A STORMWATER POLLUTION PREVENTION PLAN (SWPPP) THAT IS REQUIRED TO BE DEVELOPED PRIOR TO THE N.O.I. SUBMITTAL, AND (2) RETENTION OF RECORDS REQUIRED BY THE PERMIT, INCLUDING RETENTION OF A COPY OF THE SWPPP AT THE CONSTRUCTION SITE FROM THE DATE OF PROJECT INITIATION TO THE DATE OF FINAL SITE STABILIZATION. A "NOTICE OF TERMINATION (N.O.T.) OF GENERIC PERMIT COVERAGE" FORM (DEP FORM 62-621.300(6)) MUST BE SUBMITTED TO FDEP TO DISCONTINUE PERMIT COVERAGE, SUBSEQUENT TO COMPLETION OF CONSTRUCTION. FOR ADDITIONAL INFORMATION SEE FDEP WEBSITE: HTTP://WWW.DEP.STATE.FL.US/WATER/STORMWATER/NPDES. CONTRACTOR SHALL BE RESPONSIBLE TO PREPARE A SWPPP AND SUBMIT TO THE ENGINEER FOR APPROVAL AND COMPLY WITH ALL PROVISIONS OF CHAPTER 62-621.

G. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED DEWATERING PERMITS AND TREE REMOVAL / RELOCATION PERMITS.

III. INSPECTIONS

A. THE CONTRACTOR SHALL NOTIFY THE CITY'S ENGINEERING DEPARTMENT, BROWARD COUNTY, THE ENGINEER OF RECORD, FDOT, AND ANY OTHER GOVERNMENTAL AGENCIES HAVING JURISDICTION AT LEAST 24 HOURS PRIOR TO BEGINNING CONSTRUCTION AND PRIOR TO THE INSPECTION OF THE FOLLOWING ITEMS, WHERE APPLICABLE:
   1. CLEARING AND FILLING
   2. STORM DRAINAGE SYSTEM
   3. SANITARY SEWER SYSTEM
   4. WATER DISTRIBUTION SYSTEM
   5. SUBGRADE
   6. LIMEROCK BASE
   7. ASPHALTIC CONCRETE / PAVER BRICK COURSE
   8. SIDEWALK
   9. FINAL

IV. SHOP DRAWINGS

A. PRIOR TO THEIR CONSTRUCTION OR INSTALLATION, SHOP DRAWINGS SHALL BE SUBMITTED TO AND APPROVED BY THE ENGINEER OF RECORD FOR THE FOLLOWING: SANITARY MANHOLES, STORM DRAIN MANHOLES, CATCH BASINS, FIRE HYDRANTS, PIPING, VALVES AND ALL REQUIRED ACCESSORIES. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN ALL OTHER AGENCY APPROVALS IF REQUIRED.

V. TEMPORARY FACILITIES

A. TEMPORARY FACILITIES:
   1. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ARRANGE FOR OR SUPPLY TEMPORARY WATER SERVICE, SANITARY FACILITIES, TELEPHONE SERVICE AND ELECTRICITY.

B. TRAFFIC REGULATION:
   1. MAINTENANCE OF TRAFFIC IN THE PUBLIC RIGHTS-OF-WAY SHALL BE IN ACCORDANCE WITH M.U.T.C.D.
   2. ALL OPEN TRENCHES AND HOLES ADJACENT TO ROADWAYS OR WALKWAYS SHALL BE PROPERLY MARKED AND BARRICADED TO ASSURE THE SAFETY OF BOTH VEHICULAR AND PEDESTRIAN TRAFFIC.
   3. NO TRENCHES OR HOLES NEAR WALKWAYS, IN ROADWAYS OR THEIR SHOULDERS ARE TO BE LEFT OPEN DURING NIGHTTIME HOURS WITHOUT EXPRESS PERMISSION OF THE CITY.
   4. IT SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR FOR ANY NECESSARY CONSTRUCTION, PAVEMENT MARKING AND SIGNAGE OR ANY PEDESTRIAN SIGNALIZATION AND/OR SIGNAL MODIFICATION TO ACCOMMODATE AN ALTERNATE SAFE WALK ROUTE.

VI. WATER DISTRIBUTION SYSTEM

A. CITY STANDARDS AND SPECIFICATIONS SHALL GOVERN & SUPERCEDE ALL OTHER REQUIREMENTS FOR WATERMAIN CONSTRUCTION.

B. SEPARATION OF WATER AND SEWER MAINS
   1. SANITARY SEWERS, STORM SEWERS, AND FORCE MAINS SHOULD CROSS UNDER WATER MAINS WHENEVER POSSIBLE. SANITARY SEWERS, STORM SEWERS, AND FORCE MAINS CROSSING WATER MAINS SHALL BE LAID TO PROVIDE A MINIMUM VERTICAL DISTANCE OF 18 INCHES BETWEEN THE INVERT OF THE UPPER PIPE AND THE CROWN OF THE LOWER PIPE WHENEVER POSSIBLE.
   2. WHERE SANITARY SEWERS, STORM SEWERS, OR FORCE MAINS MUST CROSS A WATER MAIN WITH LESS THAN 18 INCHES VERTICAL DISTANCE, BOTH THE SEWER AND THE WATER MAIN SHALL BE CONSTRUCTED OF DUCTILE IRON PIPE (DIP) AT THE CROSSING. SUFFICIENT LENGTHS OF DIP MUST BE USED TO PROVIDE A MINIMUM SEPARATION OF 10 FEET BETWEEN ANY TWO JOINTS. ALL JOINTS ON THE WATER MAIN WITHIN 20 FEET OF THE CROSSING MUST BE MECHANICALLY RESTRAINED. A MINIMUM VERTICAL CLEARANCE OF 6 INCHES MUST BE MAINTAINED AT ALL CROSSINGS.
   3. ALL CROSSING SHALL BE ARRANGED SO THAT THE SEWER PIPE JOINTS AND THE WATER MAIN PIPE JOINTS ARE EQUIDISTANT FROM THE POINT OF CROSSING (PIPES CENTERED ON THE CROSSING).
   4. WHERE A NEW PIPE CONFLICTS WITH AN EXISTING PIPE WITH LESS THAN 18 INCHES VERTICAL CLEARANCE, THE NEW PIPE SHALL BE CONSTRUCTED OF DIP, AND THE CROSSING SHALL BE ARRANGED TO MEET THE REQUIREMENTS ABOVE.
   5. A MINIMUM 10-FOOT HORIZONTAL SEPARATION SHALL BE MAINTAINED BETWEEN ANY TYPE OF SEWER AND WATER MAIN IN PARALLEL INSTALLATIONS WHENEVER POSSIBLE.
   6. IN CASES WHERE IT IS NOT POSSIBLE TO MAINTAIN A 10 FOOT HORIZONTAL SEPARATION, THE WATER MAIN MUST BE LAID IN A SEPARATE TRENCH OR ON AN UNDISTURBED EARTH SHELF LOCATED ON ONE SIDE OF THE SEWER OR FORCE MAIN AT SUCH AN ELEVATION THAT THE BOTTOM OF THE WATER IS AT LEAST 18 INCHES ABOVE THE TOP OF THE SEWER.
   7. WHERE IT IS NOT POSSIBLE TO MAINTAIN A VERTICAL DISTANCE OF 18 INCHES IN PARALLEL INSTALLATIONS, THE WATER MAIN SHALL BE CONSTRUCTED OF DIP AND THE SANITARY SEWER OR THE FORCE MAIN SHALL BE CONSTRUCTED OF DIP WITH A MINIMUM VERTICAL DISTANCE OF 6 INCHES. THE WATER MAIN SHOULD ALWAYS BE ABOVE THE SEWER. JOINTS ON THE WATER MAIN SHALL BE LOCATED AS FAR APART AS POSSIBLE FROM JOINTS ON THE SEWER OR FORCE MAIN (STAGGERED JOINTS).
   8. CONTRACTOR SHALL MAINTAIN WATER SERVICE TO ALL EXISTING FACILITIES DURING CONSTRUCTION.

C. MATERIALS:
   1. ALL PIPE LARGER THAN 12" DIAMETER MUST BE DUCTILE IRON (MIN. CLASS 50). 8" AND 10" DIP (MIN. CLASS 50) 4" AND 6" DIP (MIN. CLASS 52). ALL DUCTILE IRON PIPE SHALL CONFORM TO THE REQUIREMENTS OF ANSI/AWWA C151/A21.51-02 AND CEMENT MORTAR LINED AND SEAL COATED PER ANSI/AWWA C104/A21.4-03. SEE CITY AND BROWARD COUNTY STANDARDS & SPECIFICATIONS FOR FURTHER D.I.P. REQUIREMENTS.
   2. FITTINGS SHALL BE COMPACT DUCTILE IRON MECHANICAL JOINT TYPE AND SHALL BE CLASS 350 THROUGH 24" CONFORMING TO ANSI/AWWA C-153/A21.53-00 SPECIFICATIONS. FITTINGS MUST BE CEMENT LINED AND SEAL COATED PER ANSI/AWWA C104/A21.4-03.
   3. VALVES SHALL BE GATE VALVES, IRON BODY, FULLY RESILIENT SEAT BRONZED MOUNTED NON-RISING STEM, RATED AT 150 PSI AND CONFORMING TO ANSI/AWWA C509-01 OR LATEST REVISION, AND SHALL HAVE MECHANICAL JOINTS.
      a. GATE VALVES 4" AND LARGER SHALL BE MUELLER A-2370-20, RESILIENT SEATED GATE VALVES SHALL BE AMERICAN AFR2500 LINE OR CLOW F-6100, CONFORMING TO ANSI/AWWA C500-02. SEE BROWARD COUNTY, AND CITY CONSTRUCTION STANDARDS & SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.
      b. TAPPING VALVES SHALL BE MUELLER H615 OR APPROVED EQUAL.
      c. GATE VALVES 3" OR LESS SHALL BE NIBCO T-133 OR T-136 WITH MALLEABLE HAND WHEELS. NO SUBSTITUTIONS ALLOWED.
   4. TAPPING SLEEVES SHALL BE MUELLER H615, CLOW F-2505 OR APPROVED EQUAL. SEE BROWARD COUNTY, AND CITY CONSTRUCTION STANDARDS & SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.
   5. VALVE BOXES SHALL BE US FOUNDRY SERIES 7500 OR APPROVED EQUAL.
   6. RETAINER GLANDS SHALL CONFORM TO ANSI/AWWA C111/A21.11-00 OR LATEST REVISION. ALL GLANDS SHALL BE MANUFACTURED FROM DUCTILE IRON AS LISTED BY UNDERWRITERS LABORATORIES FOR 250 PSI MINIMUM WATER PRESSURE RATING. CLOW CORPORATION MODEL F-1058, STANDARD FIRE PROTECTION EQUIPMENT COMPANY OR APPROVED EQUAL.
   7. DRESSER COUPLINGS SHALL BE REGULAR BLACK COUPLINGS WITH PLAIN GASKETS FOR GALVANIZED STEEL PIPE. THEY SHALL BE DRESSER STYLE 90. NO SUBSTITUTIONS ALLOWED.
   8. FIRE HYDRANTS SHALL BE MUELLER CENTURION TRAFFIC TYPE A-423 WITH 5 1/4" INTERNAL VALVE OPENING OR APPROVED EQUAL. MAIN VALVE OPENING TO BE DETERMINED BY THE WATER DEPARTMENT. PUMPER NOZZLE TO BE 18" FROM FINISHED GRADE. ALL HYDRANTS TO BE INSTALLED WITH CONTROL VALVE. RETAINER GLANDS ARE PREFERRED FOR RESTRAINING. FIRE HYDRANT SHALL COMPLY WITH ANSI/AWWA C502-05. SEE BROWARD COUNTY AND CITY CONSTRUCTION STANDARDS & SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.

D. SERVICE CONNECTION:
   1. SERVICE SADDLES SHALL BE STAINLESS STEEL STRAPS, SADDLES SHALL BE DOUBLE STRAP TYPE. ALL SERVICE SADDLES SHALL CONFORM TO ANSI/AWWA C111/A21.11-00 AND ASTM A-588.
   2. SERVICE LINES SHALL BE POLYETHYLENE (3408), 250 PSI RATED, SDR9. PIPE JOINTS SHALL BE OF THE COMPRESSION TYPE TOTALLY CONFINED GRIP SEAL AND COUPLING NUT.
   3. CORPORATION STOPS SHALL BE MANUFACTURED OF BRASS ALLOY IN ACCORDANCE WITH ASTM B-62 WITH THREADED ENDS, AS MANUFACTURED BY MUELLER B-25008 OR APPROVED EQUAL.
   4. CURB STOPS SHALL BE MUELLER H10203 OR APPROVED EQUAL.
   5. METER STOPS SHALL BE LOCKWING TYPE AND SHALL BE OF BRONZE CONSTRUCTION IN ACCORDANCE WITH ASTM B-62. METER STOPS SHALL BE CLOSED BOTTOM DESIGN AND RESILIENT "O" RING SEALED AGAINST EXTERNAL LEAKAGE AT THE TOP. STOPS SHALL BE EQUIPPED WITH A METER COUPLING NUT ON THE OUTLET SIDES, AS MANUFACTURED BY MUELLER OR APPROVED EQUAL.

E. INSTALLATION:
   1. ALL PVC PIPE SHALL BE INSTALLED IN ACCORDANCE WITH THE UNI-BELL PLASTIC PIPE ASSOCIATIONS "GUIDE FOR INSTALLATION OF PVC PRESSURE PIPE FOR MUNICIPAL WATER DISTRIBUTION SYSTEM." SEE BROWARD COUNTY AND CITY CONSTRUCTION STANDARDS & SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.
   2. ALL DIP SHALL BE INSTALLED IN ACCORDANCE WITH ANSI/AWWA C600-05 OR LATEST REVISION.
   3. ALL WATER MAINS SHALL BE LAID WITH A MINIMUM 36" COVER FOR PVC AND 30" FOR DIP.
   4. NO CONNECTIONS TO EXISTING LINES SHALL BE MADE UNTIL PRESSURE TESTS & BACTERIOLOGICAL TESTS HAVE BEEN PERFORMED AND THE SYSTEM IS ACCEPTABLE TO THE CITY OR BROWARD COUNTY BEACH AND PUBLIC HEALTH UNIT.
   5. PIPE DEFLECTION SHALL NOT EXCEED 75% OF THE MAXIMUM DEFLECTION RECOMMENDED BY THE MANUFACTURER.
   6. A CONTINUOUS AND UNIFORM BEDDING SHALL BE PROVIDED. BACKFILL MATERIAL SHALL BE TAMPED IN LAYERS AROUND THE PIPE AS SHOWN ON THE PLANS. STONES FOUND IN THE TRENCH SHALL BE REMOVED FOR A DEPTH OF AT LEAST 6" BELOW THE BOTTOM OF THE PIPE.
   7. ALL VALVES SHALL BE INSTALLED WITH ADJUSTABLE CAST IRON VALVE BOXES WITH THE WORD "WATER" CAST IN THE COVER. U.S.F. OR APPROVED EQUAL.
   8. ALL WATER MAIN INSTALLATIONS SHALL COMPLY WITH THE COLOR CODING REQUIREMENTS OF CHAPTER 62-555.320, FAC.

F. TESTING:
   1. FOR TESTING REQUIREMENTS SEE CITY AND BROWARD COUNTY CONSTRUCTION STANDARDS & SPRCIFICATIONS.
   2. BEFORE ANY PHYSICAL CONNECTIONS TO THE EXISTING WATER MAINS ARE MADE, THE COMPLETE WATER SYSTEM SHALL BE PRESSURE TESTED AND DISINFECTED. HYDROSTATIC TESTING OF NEW MAINS SHALL BE PERFORMED AT A MINIMUM STARTING PRESSURE OF 150 PSI FOR TWO HOURS IN ACCORDANCE WITH ANSI/AWWA C600-05 OR LATEST REVISION, THE PRESSURE TEST SHALL NOT VARY MORE THAN 5 PSI DURING THE TEST.
   3. THE PRESSURE TEST SHALL BE WITNESSED BY A REPRESENTATIVE OF THE CITY OR BROWARD COUNTY AND THE ENGINEER OF RECORD.
   4. BEFORE ACCEPTANCE FOR OPERATION, THE WATER SYSTEM SHALL BE DISINFECTED IN ACCORDANCE WITH THE ANSI/AWWA C651-05; 150 PSI MINIMUM STARTING PRESSURE TEST. METER RECONNECTIONS MAY BE MADE TO NEW LINES AFTER TWO CONSECUTIVE DAYS OF BACTERIOLOGICAL SAMPLES HAVE PASSED, AND COPIES OF RESULTS HAVE BEEN RECEIVED BY THE ENGINEER, CITY, AND HRS.
   5. SAMPLING POINTS SHALL BE PROVIDED AT THE LOCATIONS SHOWN ON THE PLANS. IF NOT SPECIFIED, SAMPLING POINTS SHALL BE PROVIDED AT INTERVALS OF 1,200' MAXIMUM FOR LINES GREATER THAN 1,200' IN LENGTH.
   6. THE ALLOWABLE LEAKAGE SHALL BE LESS THAN THE NUMBER OF GALLONS PER HOUR AS DETERMINED BY THE FORMULA:

$$L = \frac{S\,D\,P^{0.5}}{148000}$$

IN WHICH L EQUALS THE ALLOWABLE LEAKAGE IN GALLONS PER HOUR. S EQUALS LENGTH OF PIPE (LINEAR FEET), D EQUALS NOMINAL DIAMETER OF PIPE (INCHES) AND P EQUALS THE MINIMUM TEST PRESSURE (POUNDS PER SQUARE INCH).

VII. GRAVITY SEWER COLLECTION SYSTEM

A. CITY AND BROWARD COUNTY CONSTRUCTION STANDARDS & SPECIFICATIONS SHALL GOVERN & SUPERCEDE ALL OTHER REQUIREMENTS FOR SANITARY SEWER CONSTRUCTION.

B. GENERAL:
   1. DISTANCE AND LENGTHS SHOWN ON PLANS ARE REFERENCED TO THE CENTER OF STRUCTURES.

C. MATERIALS:
   1. ALL SEWER PIPE AND FITTINGS SHALL BE PVC PIPE CONFORMING TO ASTM D 3034, SDR-35 WITH PUSH-ON RUBBER GASKET JOINTS, UNLESS OTHERWISE NOTED, OR DUCTILE IRON PIPE SHALL BE (MIN. CLASS 52), AS INDICATED ON THE DRAWINGS.
   2. MANHOLES SHALL BE PRECAST PER ASTM C 478 WITH 4,000 PSI CONCRETE AND GRADE 60 STEEL. MONOLITHICALLY POURED BASES ONLY.
   3. MANHOLES ARE TO BE SEALED WITH ANTI-HYDRO CEMENT OR APPROVED EQUAL - NO MOULDING PLASTER.

D. INSTALLATION:
   1. PVC SEWER PIPE SHALL BE LAID IN ACCORDANCE WITH ASTM D 2321 AND THE UNI-BELL PLASTIC PIPE ASSOCIATION'S "RECOMMENDED PRACTICE FOR THE INSTALLATION OF PVC SEWER PIPE."
   2. DUCTILE IRON PIPE SHALL BE INSTALLED IN ACCORDANCE WITH ANSI/AWWA C600-05 OR LATEST REVISION.
   3. PVC MANHOLE ADAPTOR SHALL BE GROUTED IN PLACE AT EACH PIPE CONNECTION INTO A MANHOLE WALL.
   4. MANHOLES SHALL BE SET PLUMB TO LINE AND GRADE ON FIRM SUBGRADE PROVIDING UNIFORM BEARING UNDER THE BASE.
   5. ALL OPENINGS AND JOINTS SHALL BE SEALED WATERTIGHT.
   6. THE ENTIRE INSIDE AND OUTSIDE OF THE MANHOLES SHALL BE PAINTED WITH TWO COATS OF DIFFERENT COLORS (8 MILS EACH) OF KOPPERS 300-M BITUMASTIC PAINT OR ENGINEER'S APPROVED EQUAL.

E. TESTING:
   1. AFTER CONSTRUCTION OF THE SEWER SYSTEM, THE ENGINEER MAY REQUIRE A VISUAL INFILTRATION AND/OR EXFILTRATION TEST TO BE PERFORMED ON THE ENTIRE SYSTEM OR ANY PART THEREOF.
   2. AN AIR TEST MAY BE SUBSTITUTED FOR THE WATER EXFILTRATION TEST, UPON APPROVAL OF THE ENGINEER.
   3. MANHOLE LEAKAGE TEST SHALL NOT EXCEED FOUR GALLONS PER DAY PER UNIT. NO VISIBLE LEAKAGE ALLOWED.
   4. SEWER PIPE LEAKAGE ALLOWABLE SHALL NOT EXCEED 150 GALLONS PER DAY PER INCH DIAMETER PER MILE IN A TWO HOUR TEST PERIOD FOR ANY SECTION TESTED. NO VISIBLE LEAKAGE SHALL BE ALLOWED.
   5. ALL SEWER PIPE SHALL BE VIDEO RECORDED AND GIVEN TO CITY FOR REVIEW AND APPROVAL AT THE CONTRACTORS EXPENSE.
   6. SEE BROWARD COUNTY AND CITY CONSTRUCTION STANDARDS & SPECIFICATIONS FOR ADDITIONAL TESTING REQUIREMENTS.

VIII. STORM DRAINAGE

A. GENERAL:
   1. DISTANCES AND LENGTHS SHOWN ON PLANS ARE REFERENCED TO THE CENTER OF STRUCTURES.

B. MATERIALS:
   1. REINFORCED CONCRETE PIPE (R.C.P.) SHALL MEET THE REQUIREMENTS OF ASTM C-76, LATEST REVISION. RUBBER GASKETS OR OTHER MANUFACTURER SUPPLIED JOINT SEALER SHALL BE USED. FOR ADDITIONAL REQUIREMENTS SEE BROWARD COUNTY'S AND THE CITY'S STANDARDS AND SPECIFICATIONS.
   2. ALL DRAINAGE CATCH BASINS AND STRUCTURES SHALL BE PRECAST CONCRETE AS MANUFACTURED BY U.S. PRECAST CORPORATION, UNLESS OTHERWISE NOTED ON THE PLANS. THE MINIMUM WALL AND SLAB THICKNESS SHALL BE 8 INCHES AND THE MINIMUM REINFORCING SHALL BE AS INDICATED ON THE STRUCTURE DETAIL. CONCRETE SHALL BE MINIMUM OF 400PSI AT 28 DAYS.

C. INSTALLATION:
   1. PIPE SHALL BE PLACED ON A MINIMUM OF 8" STABLE GRANULAR MATERIAL FREE OF ROCK FORMATION AND OTHER FOREIGN FORMATIONS, AND CONSTRUCTED TO A UNIFORM GRADE AND LINE.
   2. BACKFILL MATERIAL SHALL BE WELL GRADED GRANULAR MATERIAL, WELL TAMPED IN LAYERS NOT TO EXCEED 8 INCHES TO A HEIGHT OF 12 INCHES ABOVE PIPE AS SHOWN ON THE PLANS.
   3. PROVIDE A MINIMUM PROTECTIVE COVER OF 18 INCHES OVER STORM SEWER AND AVOID UNNECESSARY CROSSING BY HEAVY CONSTRUCTION VEHICLES DURING CONSTRUCTION.
   4. THE CONTRACTOR SHALL NOTIFY THE CITY'S ENGINEERING DEPARTMENT AT LEAST 7 DAYS PRIOR TO THE START OF THE CONSTRUCTION AND INSPECTION.

IX. PAVING

A. GENERAL:
   1. BROWARD COUNTY AND THE CITY'S CONSTRUCTION STANDARDS & SPECIFICATIONS SHALL GOVERN.
   2. ALL MUCK AND YIELDING MATERIAL WITHIN THE LIMIT OF CONSTRUCTION SHALL BE REMOVED AND REPLACED WITH CLEAN FILL MATERIAL WHICH SHALL BE COMPACTED AND SHAPED TO CONFORM TO THE REQUIRED SECTION. COMPACTED AREAS, AS SHOWN ON THE PLANS AND OR AS DETERMINED BY THE ENGINEER, SHALL BE COMPACTED TO NOT LESS THAN 98% OF MAXIMUM DENSITY AT OPTIMUM MOISTURE, AS DETERMINED BY AASHTO T-180, LATEST REVISION. AREAS TO BE STABILIZED, AS DETERMINED BY THE ENGINEER, SHALL HAVE A MINIMUM LBR-40.
   3. ALL UNDERGROUND UTILITIES SHALL BE COMPLETED PRIOR TO CONSTRUCTION OF LIMEROCK BASE.
   4. ALL EXISTING PAVEMENT, CUT OR DAMAGED BY CONSTRUCTION, SHALL BE PROPERLY RESTORED AT THE CONTRACTOR'S EXPENSE.
   5. WHERE ANY PROPOSED PAVEMENT IS TO BE CONNECTED TO EXISTING PAVEMENT, THE EXISTING EDGE OF PAVEMENT SHALL BE SAW CUT.

B. MATERIALS:
   1. BASE COURSE SHALL BE CRUSHED LIMEROCK WITH A MINIMUM OF 70% CARBONATES OF CALCIUM AND MAGNESIUM.
   2. ASPHALT SURFACES SHALL BE TYPE S-III ASPHALTIC CONCRETE, UNLESS OTHERWISE SPECIFIED ON THE PLANS, AND SHALL BE A MINIMUM OF 1-1/2" THICK.
   3. MINIMUM SIDEWALK CONSTRUCTION SHALL BE 4 INCH THICK CONCRETE, MINIMUM 3000PSI COMPRESSIVE STRENGTH AT 28 DAYS. SAWCUT CONSTRUCTION JOINTS 5 FOOT O.C. WITHIN 48 HOURS OF PLACING, EXPANSION JOINTS SHALL BE 20 FOOT O.C. SEE BROWARD COUNTY'S AND THE CITY'S SECTION ON CONSTRUCTION STANDARDS & SPECIFICATIONS FOR FURTHER REQUIREMENTS.
   4. CURBS AND GUTTERS: CONCRETE 3000PSI COMPRESSIVE STRENGTH AT 28 DAYS, SAWCUT CONSTRUCTION JOINTS 10 FOOT O.C. WITHIN 48 HOURS OF PLACING.
   5. REINFORCED CONCRETE SLABS SHALL BE CONSTRUCTED OF CLASS I CONCRETE WITH A MINIMUM STRENGTH OF 3,000 PSI AND SHALL BE REINFORCED WITH A 6" X 6" NO. 6 GAUGE WIRE MESH.

C. INSTALLATION:
   1. SUBGRADE FOR PAVEMENT AREAS SHALL BE COMPACTED TO A MINIMUM OF 98% OF THE MAXIMUM DENSITY (AASHTO T-99(C)), AND SHALL HAVE A MINIMUM LBR 40.
   2. BASE COURSE MATERIAL FOR PAVED AREAS SHALL BE A MINIMUM THICKNESS OF 8" AND SHALL BE CONSTRUCTED IN TWO FOUR-INCH LIFTS.
   3. BASE COURSE MATERIAL FOR CURBS AND GUTTERS SHALL BE A MINIMUM THICKNESS OF 6 INCH.
   4. BASE COURSE SHALL BE COMPACTED TO 98% OF THE MAXIMUM DENSITY AS PER AASHTO T-180 AND SHALL HAVE A MINIMUM LBR OF 100.
   5. INSTALLATION OF THE WEARING SURFACE SHALL CONFORM WITH THE REQUIREMENTS OF THE D.O.T. STANDARD SPECIFICATIONS FOR TYPE S-III ASPHALTIC CONCRETE.

D. TESTING:
   1. THE FINISHED SURFACE OF THE BASE COURSE AND THAT OF THE WEARING SURFACE SHALL NOT VARY MORE THAN 1/4" FROM THE TEMPLATE. ANY IRREGULARITIES EXCEEDING THIS LIMIT SHALL BE CORRECTED.
   2. DENSITY TESTS SHALL BE TAKEN BY AN INDEPENDENT TESTING LABORATORY CERTIFIED BY THE STATE OF FLORIDA, WHERE DIRECTED BY THE ENGINEER.
   3. ALL TESTING COSTS (PAVING) SHALL BE PAID FOR BY THE CONTRACTOR.
   4. DENSITY TESTS ON THE STABILIZED SUBGRADE SHALL BE SUPPLIED TO THE ENGINEER OF RECORD AND APPROVED BEFORE ANY LIMEROCK BASE IS CONSTRUCTED.
   5. DENSITY TESTS AND AS-BUILTS ON THE FINISHED LIMEROCK BASE SHALL BE SUPPLIED TO THE ENGINEER OF RECORD, AND APPROVED BEFORE ANY ASPHALT PAVEMENT IS CONSTRUCTED.

X. DEWATERING

   1. WHERE DEWATERING IS REQUIRED, THE CONTRACTOR IS RESPONSIBLE FOR DEWATERING IN SUCH A MANNER SO AS TO COMPLY WITH ANY AND ALL CITY, COUNTY, STATE AND FEDERAL DEWATERING REGULATIONS. CONTRACTOR MAY CONTACT THE BROWARD COUNTY DEPARTMENT OF PLANNING AND ENVIRONMENTAL PROTECTION AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTETCION FOR FURTHER INFORMATION.

XI. PAVEMENT MARKING AND SIGNAGE

   1. ALL PAVEMENT MARKINGS AND SIGNAGE SHALL BE IN ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS," LATEST EDITION; AND BROWARD COUNTY TRAFFIC ENGINEERING STANDARDS (CURRENT EDITION). STANDARDS & SPECIFICATIONS FOR PAVEMENT MARKING REQUIREMENTS.

XII. PROJECT CLOSEOUT

A. CLEANING UP:
   1. DURING CONSTRUCTION, THE PROJECT SITE AND ALL ADJACENT AREAS SHALL BE MAINTAINED IN A NEAT AND CLEAN MANNER, AND UPON FINAL CLEAN-UP, THE PROJECT SITE SHALL BE LEFT CLEAR OF ALL SURPLUS MATERIAL OR TRASH. THE PAVED, PAVER BRICK, AND CONCRETE AREAS SHALL BE SWEPT BROOM CLEAN.
   2. THE CONTRACTOR SHALL RESTORE OR REPLACE, WHEN AND AS DIRECTED, ANY PUBLIC OR PRIVATE PROPERTY DAMAGED BY HIS WORK, EQUIPMENT, OR EMPLOYEES, TO A CONDITION AT LEAST EQUAL TO THAT EXISTING IMMEDIATELY PRIOR TO THE BEGINNING OF OPERATIONS. TO THAT END, THE CONTRACTOR SHALL DO, AS REQUIRED, ALL NECESSARY HIGHWAY, DRIVEWAY, WALK AND LANDSCAPING WORK. SUITABLE MATERIALS AND METHODS SHALL BE USED FOR SUCH RESTORATION.
   3. WHERE MATERIAL OR DEBRIS HAS WASHED OR FLOWED INTO OR HAS BEEN PLACED IN WATER COURSES, DITCHES, DRAINS, CATCH BASINS, OR ELSEWHERE AS A RESULT OF THE CONTRACTOR'S OPERATIONS, SUCH MATERIAL OR DEBRIS SHALL BE REMOVED AND SATISFACTORILY DISPOSED OF DURING THE PROGRESS OF THE WORK, AND THE AREA KEPT IN A CLEAN AND NEAT CONDITION.

B. ALL PROPERTY MONUMENTS OR PERMANENT REFERENCES, REMOVED OR DESTROYED BY THE CONTRACTOR DURING CONSTRUCTION SHALL BE RESTORED BY A STATE OF FLORIDA REGISTERED LAND SURVEYOR AT THE CONTRACTOR'S EXPENSE.

C. ALL UNPAVED SURFACES DISTURBED AS A RESULT OF CONSTRUCTION ACTIVITIES SHALL BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN THAT WHICH EXISTED BEFORE THE CONSTRUCTION.

XIII. ENGINEER'S AS BUILT REQUIREMENTS

   1. DURING THE DAILY PROGRESS OF THE JOB, THE CONTRACTOR SHALL RECORD ON THEIR SET OF CONSTRUCTION DRAWINGS THE EXACT LOCATION, LENGTH, MATERIAL AND ELEVATION OF ANY FACILITY NOT BUILT EXACTLY ACCORDING TO PLANS.
   2. AS BUILTS OF WATER LINES SHALL INCLUDE THE FOLLOWING
      a. TOP OF PIPE ELEVATIONS EVERY 100 LINEAR FEET
      b. LOCATIONS AND ELEVATIONS OF ALL FITTINGS INCLUDING BENDS, TEES, GATE VALVES, DOUBLE DETECTOR CHECK VALVES, FIRE HYDRANTS, ETC.
      c. ALL TIE INS TO EXISTING LINES SHALL BE AS SUILT
      d. THE TERMINATION OF ALL WATER SERVICES SHALL BE SHOWN
   3. AS BUILTS OF ALL THE GRAVITY SANITARY SEWER LINES SHALL INCLUDE THE FOLLOWING INFORMATION
      a. RIMS, INVERTS, AND LENGTH OF PIPING BETWEEN STRUCTURES, AS WELL AS PIPE SLOPES.
      b. LOCATION OF ALL STUB ENDS OF ALL SEWER LATERALS INVERT ELEVATIONS AND LOCATION OF ALL CLEAN OUTS
      c. LIFT STATION AS BUILTS SHALL CONSIST OF THE TOP OF WET WELL ELEVATION, INVERT ELEVATIONS OF THE INCOMING LINE, BOTTOM OF THE WET WELL AND AS BUILTS OF THE COMPOUND AREA
   4. FORCE MAIN AS BUILTS SHALL BE PREPARED THE SAME AS THE WATER MAIN AS BUILTS DESCRIBED ABOVE
   5. AS BUILTS OF ALL DRAINAGE LINES SHALL INCLUDE THE FOLLOWING INFORMATION
      a. RIMS, INVERTS, AND LENGTH OF PIPING BETWEEN STRUCTURES, AND WEIR ELEVATIONS WHERE APPLICABLE
      b. THE SIZE OF THE PIPING SHALL BE VERIFIED BY THE SURVEY FIELD CREW AT THE TIME OF AS BUILT
      c. DRAINAGE WELL STRUCTURE AS BUILTS SHALL INCLUDE, BUT NOT BE LIMITED TO, TOP OF CASING ELEVATION, TOP AND BOTTOM ELEVATIONS OF THE BAFFLE WALLS, RIM ELEVATIONS, AND INVERTS OF PIPING
   6. ALL ROCK AS BUILTS FOR PARKING LOT AREAS SHALL CONSIST OF THE FOLLOWING INFORMATION
      a. ROCK ELEVATIONS AT ALL HIGH AND LOW POINTS, AND AT ENOUGH INTERMIEDIATE POINTS TO CONFIRM SLOPE CONSISTENCY
      b. ROCK AS BUILTS SHALL BE TAKEN AT ALL LOCATIONS WHERE THERE IS A FINISHED GRADE ELEVATION SHOWN ON THE DESIGN PLANS
      c. ALL CATCH BASIN AND MANHOLE RIM ELEVATIONS SHALL BE SHOWN
      d. ELEVATIONS AROUND ISLANDS SHALL ALSO BE SHOWN
      e. WHERE CONCRETE OR PAVER BRICK IS TO BE USED AS A FINISHED PRODUCT FOR THE ROADWAY OR PARKING LOT, ROCK AS BUILTS WILL BE REQUIRED AS INDICATED ABOVE, AS WELL AS BUILTS ON THE FINISHED CONCRETE OR PAVERS AT LOCATIONS WHERE THERE IS A FINISHED GRADE ELEVATION SHOWN ON THE DESIGN PLANS
      f. AS BUILTS SHALL BE TAKEN ON ALL PAVED AND UNPAVED SWALES, PRIOR TO PLACEMENT OF ASPHALT OR TOPSOIL OR SOD, AT ENOUGH INTERMEDIATE POINTS TO CONFIRM SLOPE CONSISTENCY AND CONFORMANCE TO THE PLANS
   7. LAKE AND CANAL BANK AS BUILTS SHALL INCLUDE A KEY SHEET OF THE LAKE FOR THE LOCATIONS OF CROSS SECTIONS. LAKE AND CANAL BANK CROSS SECTIONS SHALL BE PLOTTED AT A MINIMUM OF EVERY 100 LINEAR FEET UNLESS OTHERWISE SPECIFIED. AS BUILTS SHALL CONSIST OF THE LOCATION AND ELEVATION OF THE TOP OF BANK EDGE OF WATER AND THE DEEP CUT LINE, WITH THE DISTANCE BETWEEN EACH SHOWN ON THE DRAWING.
   8. RETENTION AREA AS BUILT ELEVATIONS SHALL BE TAKEN AT THE BOTTOM OF THE RETENTION AREA AND AT THE TOP OF BANK. AS BUILT OF CONTOURS SHALL BE SHOWN, WHERE APPLICABLE.
   9. UPON COMPLETION OF THE WORK, THE CONTRACTOR SHALL PREPARE RECORD DRAWINGS, ON FULL SIZE REPRODUCIBLE MATERIAL. ONE SET OF REPRODUCIBLE RECORD DRAWINGS SHALL BE SUBMITTED TO THE ENGINEER OF RECORD, ALONG WITH EIGHT SETS OF BLUE OR BLACK LINE DRAWINGS. THESE DRAWINGS SHALL BE SIGNED AND SEALED BY A FLORIDA REGISTERED LAND SURVEYOR. ADDITIONALLY, AN ELECTRONIC COPY OF THESE RECORD DRAWINGS SHALL BE SUBMITTED TO THE ENGINEER IN AUTOCAD, "*.DWG" OR "*.DXF" FORMAT
   10. IN ADDITION TO THE ABOVE THE CONTRACTOR SHALL ALSO CONFORM TO COUNTY AND/OR CITY AS-BUILT REQUIREMENTS.

GENERAL NOTES & SPECIFICATIONS

CRAVEN THOMPSON AND ASSOCIATES, INC
ENGINEERS • PLANNERS • SURVEYORS

3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309
TEL.: (954) 739-6400
FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS No. 271
FLORIDA LICENSED LANDSCAPE ARCHITECTURE BUSINESS No. C000114

The Estate Companies

TRION AT DANIA BEACH

DANIA BEACH BLVD & NORTH FEDERAL HIGHWAY
Dania Beach, FL 33004

PROJECT No.:	05-0136-008-01
DESIGNED BY:	C.E.E.
DRAWN BY:	C.E.E.
CHECKED BY:	C.E.E.
ISSUE DATE	12-20-2019
DRAWING SCALE:	AS SHOWN

CHAD E. EDWARDS, P.E.
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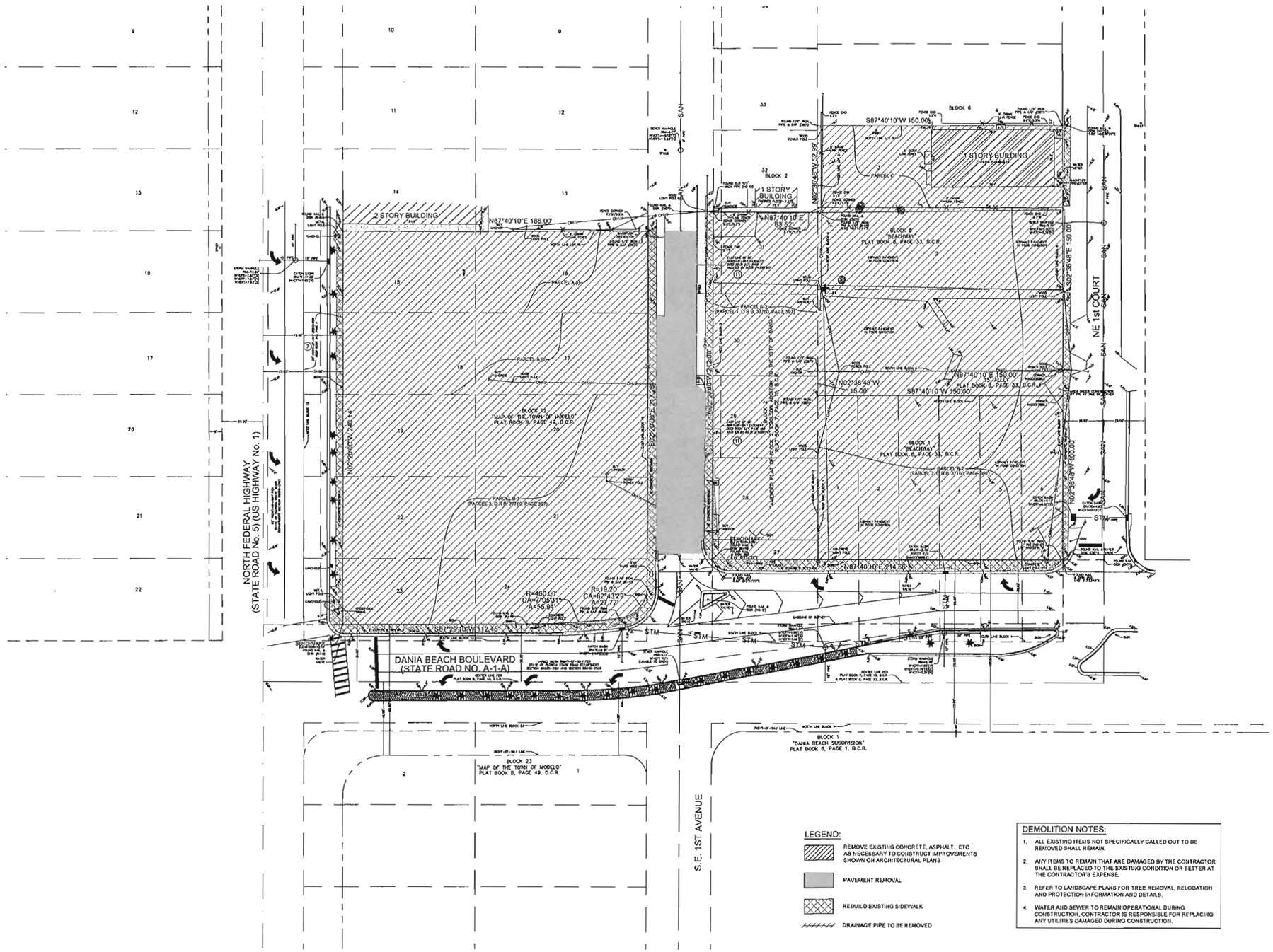
C-2



GRAPHIC SCALE IN FEET

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LEGEND:

- REMOVE EXISTING CONCRETE, ASPHALT, ETC. AS NECESSARY TO CONSTRUCT IMPROVEMENTS SHOWN ON ARCHITECTURAL PLANS
- PAVEMENT REMOVAL
- REBUILD EXISTING SIDEWALK
- DRAINAGE PIPE TO BE REMOVED

DEMOLITION NOTES:

1. ALL EXISTING ITEMS NOT SPECIFICALLY CALLED OUT TO BE REMOVED SHALL REMAIN.
2. ANY ITEMS TO REMAIN THAT ARE DAMAGED BY THE CONTRACTOR SHALL BE REPLACED TO THE EXISTING CONDITION OR BETTER AT THE CONTRACTOR'S EXPENSE.
3. REFER TO LANDSCAPE PLANS FOR TREE REMOVAL, RELOCATION AND PROTECTION INFORMATION AND DETAILS.
4. WATER AND SEWER TO REMAIN OPERATIONAL DURING CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR REPLACING ANY UTILITIES DAMAGED DURING CONSTRUCTION.

DEMOLITION PLAN

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Dania Beach, FL 33004

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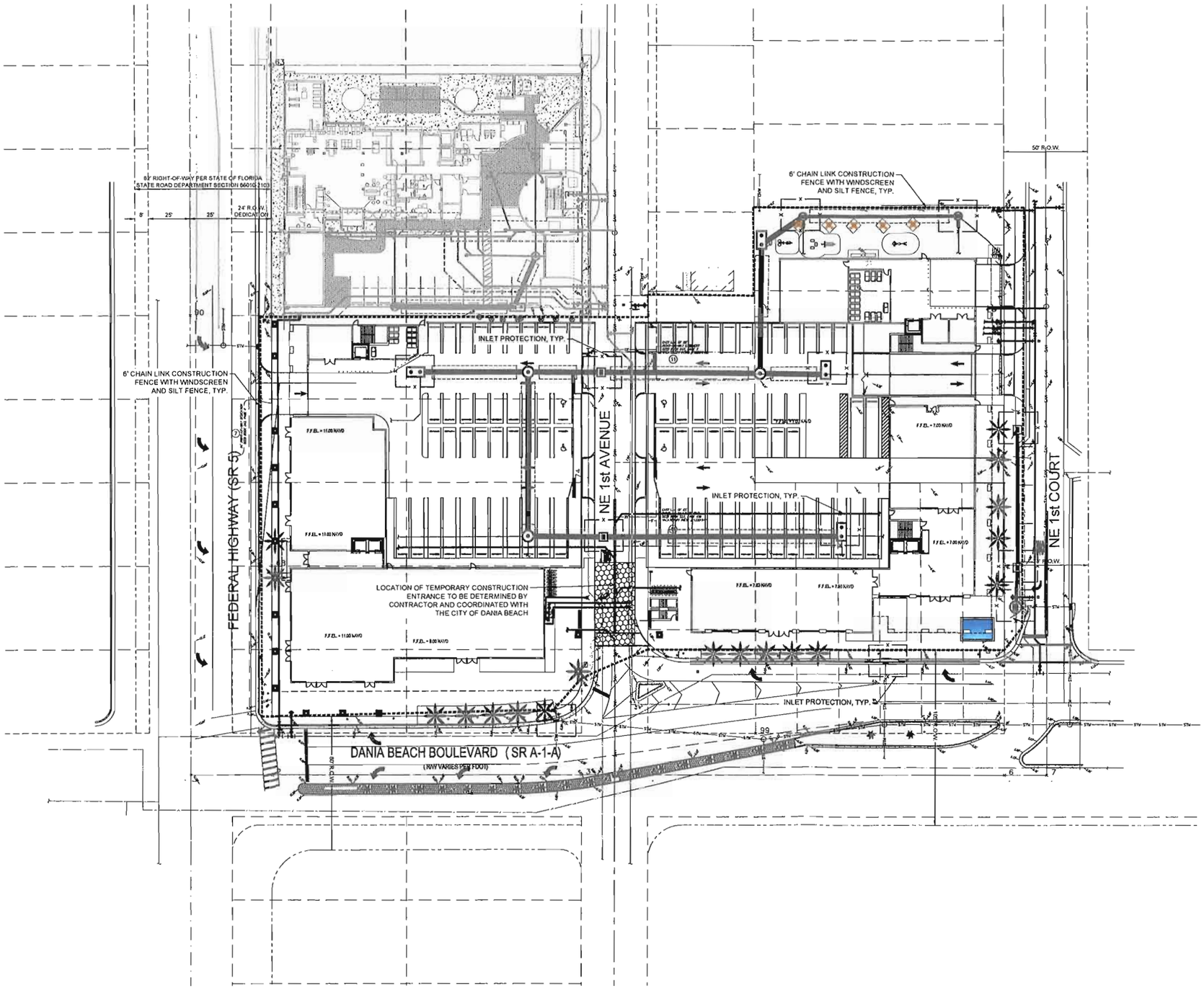

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GRAPHIC SCALE IN FEET

PROPOSED LEGEND:

- 8' CONSTRUCTION FENCE WITH WINDSCREEN AND SILT FENCE
- TEMPORARY CONSTRUCTION ENTRANCE
- INLET PROTECTION

NOTES:

1. CONTRACTOR SHALL ASSUME ANY AND ALL RESPONSIBILITIES FOR ANY WATER CONTROL VIOLATIONS RESULTING FROM FAILURE TO ELIMINATE AND/OR CONTROL TURBID RUNOFF FROM LEAVING THE SITE AS ISSUED BY ANY AGENCY HAVING JURISDICTION.
2. CONTRACTOR SHALL PROVIDE TEMPORARY DEWATERING AREA(S) PRIOR TO ANY EXCAVATION FOR PIPE INSTALLATION. DEWATERING AREA(S) SHALL BE PROTECTED WITH SILT SCREENS. ALL DEWATERING OPERATIONS SHALL DISCHARGE INTO TEMPORARY DEWATERING AREA(S) AND NO DIRECT DISCHARGE INTO THE EXISTING OR NEW DITCHES, STORM DRAINS, AND/OR PUBLIC RIGHT OF WAY WILL BE ALLOWED.
3. CONTRACTOR SHALL MAINTAIN A POLLUTION PREVENTION CONTROL LOG AND CONDUCT WEEKLY INSPECTIONS AND WITHIN 24 HOURS OF A 0.25" STORM EVENT.
4. CONTRACTOR TO EMPLOY BEST MANAGEMENT PRACTICES THROUGHOUT CONSTRUCTION IN ORDER TO ENSURE POLLUTION PREVENTION. CONTRACTOR TO COMPLY WITH ALL LOCAL, STATE, AND OTHER LOCAL GOVERNMENTAL ENVIRONMENTAL REGULATIONS THROUGHOUT CONSTRUCTION.
5. DURING CONSTRUCTION, ALL CATCH BASINS TO BE EQUIPPED WITH FILTER FABRIC AND HAY BALES OVER GRATES.
6. ALL AREAS DISTURBED DURING CONSTRUCTION SHALL BE STABILIZED WITHIN A REASONABLE PERIOD OF TIME TO ASSURE MINIMUM EROSION OF SOILS.
7. NO LAND CLEARING OR GRADING SHALL BEGIN UNTIL ALL EROSION CONTROL MEASURES HAVE BEEN INSTALLED.
8. ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED IF DEEMED NECESSARY. ADDITIONAL CONTROL MEASURES SHALL BE INSTALLED AT CONTRACTORS EXPENSE.

ALL PROPOSED AND EXISTING ELEVATIONS ARE SHOWN IN N.A.V.D. 1988 DATUM.

EROSION CONTROL PLAN

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FLORIDA LICENSED LANDSCAPE ARCHITECTURE BUSINESS No. C000014

The Estate Companies

TRION AT DANIA BEACH

DANIA BEACH BLVD & NORTH FEDERAL HIGHWAY
Dania Beach, FL 33004

PROJECT No.:	03-0136-006-01
DESIGNED BY:	C.E.E.
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ISSUE DATE:	12-20-2019
DRAWING SCALE:	AS SHOWN

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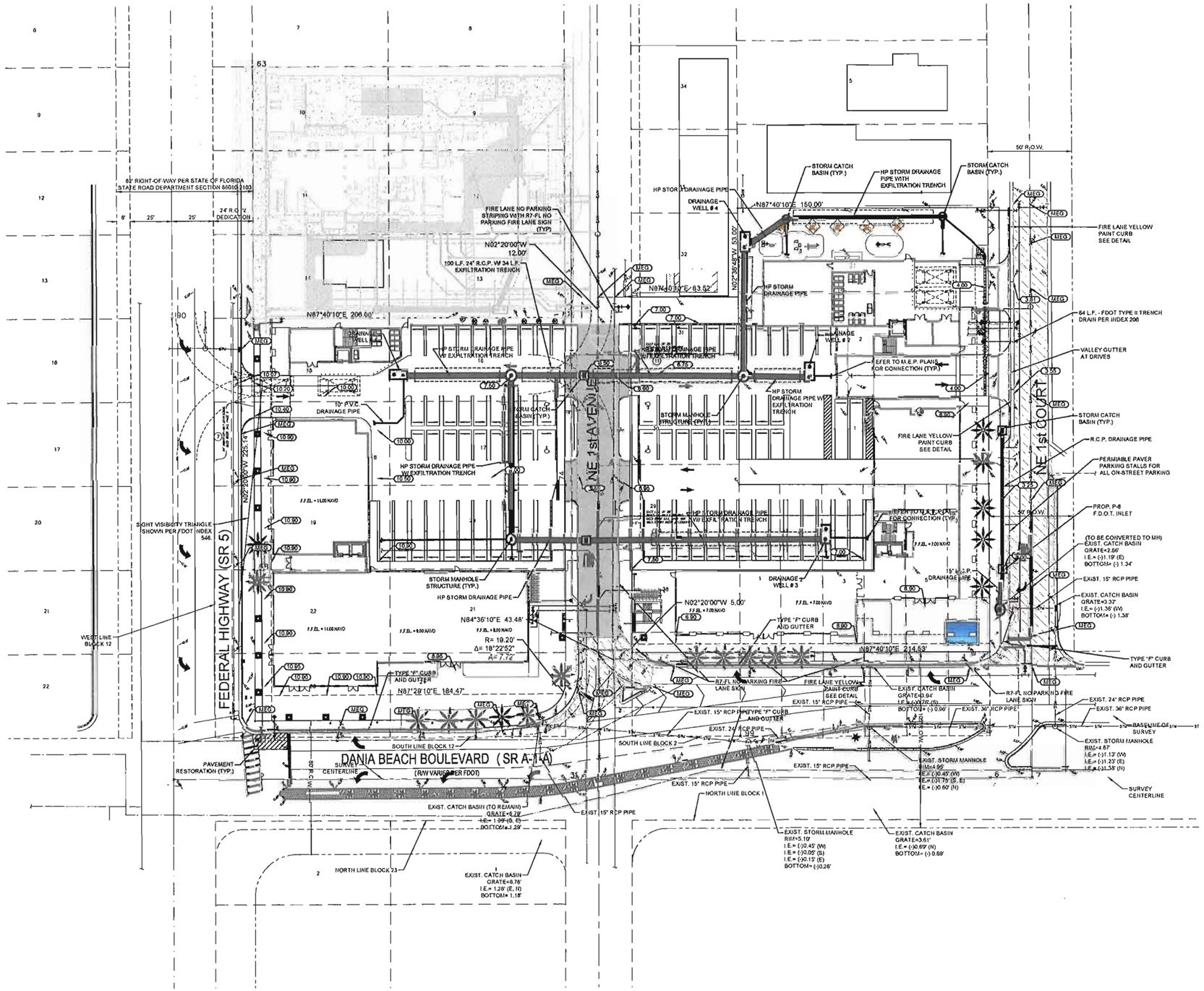

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GRAPHIC SCALE IN FEET

EXISTING LEGEND

	CONCRETE
7.00	ELEVATION
OHW	OVERHEAD WIRES
STM	UNDERGROUND STORM SEWER LINE
SAN	UNDERGROUND SANITARY SEWER LINE
℄	CENTERLINE
O.R.B.	OFFICIAL RECORDS BOOK
TP	TRAVERSE POINT (FOR FIELD INFORMATION ONLY)
R	RADIUS
CA	CENTRAL ANGLE
A	ARC LENGTH
D.C.R.	DADE COUNTY RECORDS
B.C.R.	BROWARD COUNTY RECORDS
	PALM TREE

PROPOSED DRAINAGE LEGEND

	INDICATES PROPOSED DRAINAGE WELL STRUCTURE
	PROPOSED STORM SEWER MANHOLE
	PROPOSED STORM PIPE WITH EXFILTRATION TRENCH
	INDICATES CLEANOUT FOR ROOF DRAIN
6.35	INDICATES SPOT ELEVATION
6.40	INDICATES SIDEWALK/CONCRETE ELEVATION
	FLOW ARROW
F.F.=	INDICATES FINISH FLOOR ELEVATION
L.F.	INDICATES LINEAR FOOTAGE OF PIPE
	PROPOSED ASPHALT
	PAVEMENT RESTORATION
	MILL AND OVERLAY

DRAINAGE NOTES:

1. DRAINAGE STRUCTURES SHALL BE CONSTRUCTED USING U.S. PRECAST (U.S.P.), U.S. FOUNDRY (U.S.F.) OR F.D.O.T. PRODUCTS AS SPECIFIED, OR APPROVED EQUAL.
2. ALL STORM STRUCTURES SHALL HAVE A MINIMUM 18 INCH SUMP.
3. ALL STORM PIPE SHALL BE RCP, OR PVC PIPE. ALL PVC PIPE TO BE SCH. 40 ASTM D2665 INSTALLATION WHICH SHALL COMPLY WITH ASTM F2538.
4. ALL ROOF LEADERS SHALL BE P.V.C. AND SHALL HAVE A MINIMUM 1% SLOPE, UNLESS NOTED OTHERWISE.
5. ALL PIPE LENGTHS ARE MEASURED TO CENTER OF STRUCTURE.
6. CONTRACTOR SHALL SUPPORT AND PROTECT ALL EXISTING AND PROPOSED UTILITIES WHEN CONSTRUCTING NEW DRAINAGE STRUCTURES AND PIPES.
7. THE CROSS SLOPE ON A.D.A. ACCESSIBLE ROUTES SHALL NOT EXCEED 2.0%, THE LONGITUDINAL SLOPE ON A.D.A. ACCESSIBLE ROUTES (NOT INCLUDING RAMPS) SHALL NOT EXCEED 5.0%. THE LONGITUDINAL SLOPE FOR RAMPS SHALL NOT EXCEED 12:1 (8.33%).
8. CONTRACTOR SHALL PROVIDE ALL FITTINGS, COUPLINGS, OR ADAPTERS NECESSARY TO CONNECT TO THE BUILDING PLUMBING AND TO CONNECT ROOF LEADERS TO THE MAIN STORM LINES.
9. CONTRACTOR TO ADJUST ALL RIMS/TOPS OF EXISTING UTILITY APPURTENANCES TO REMAIN TO MATCH PROPOSED GRADES.

ALL PROPOSED AND EXISTING ELEVATIONS ARE SHOWN IN N.A.V.D. 1988 DATUM.

PAVING GRADING AND DRAINAGE PLAN

CRAVEN THOMPSON AND ASSOCIATES, INC
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FLORIDA LICENSED LANDSCAPE ARCHITECTURE BUSINESS No. C000114

The Estate Companies

TRION AT DANIA BEACH

DANIA BEACH BLVD & NORTH FEDERAL HIGHWAY
Dania Beach, FL 33004

PROJECT No.:	05-0136-006-01
DESIGNED BY:	C.E.E.
DRAWN BY:	C.E.E.
CHECKED BY:	C.E.E.
ISSUE DATE:	12-20-2019
DRAWING SCALE:	AS SHOWN

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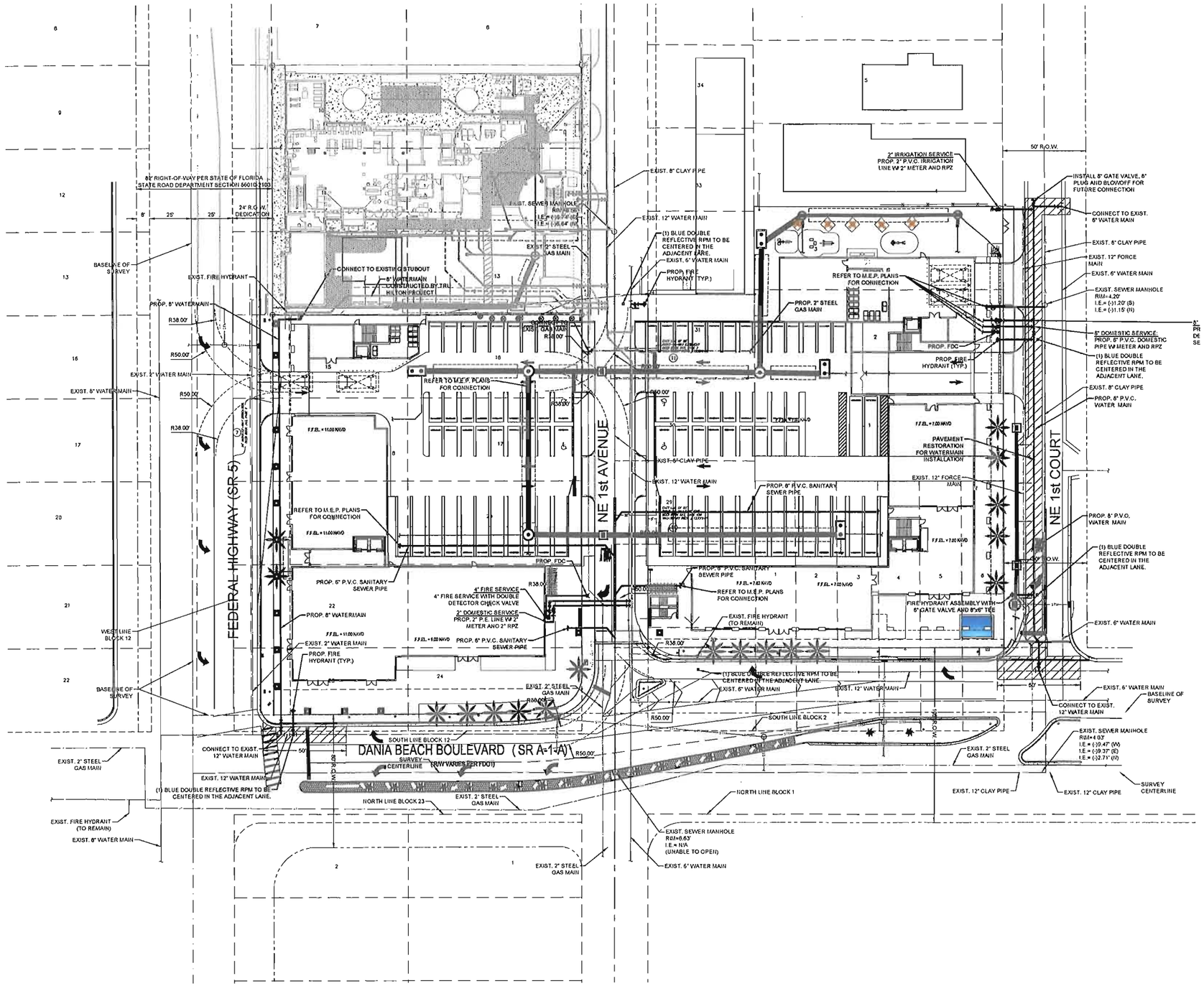

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GRAPHIC SCALE IN FEET

NOTES:

1. WATER AND SEWER SERVICE PROVIDED BY THE CITY OF DANIA BEACH.
2. SEE PLUMBING PLANS FOR CONTINUATION OF WATER AND SEWER SERVICES.

FIRE LINE NOTES:

1. ALL PROPOSED FIRE LINES, I.E., MAINS, FIRE SERVICES, "SIAMESE" CONNECTION LINES ETC. TO BE INSTALLED BY STATE LICENSED FIRE LINE CONTRACTOR PER F.S. 633.
2. ALL FIRE LINES TO BE INSPECTED BY CERTIFIED FIRE LINE INSPECTORS.
3. STATE LICENSED FIRE LINE CONTRACTOR, UPON COMPLETION OF REQUIRED TESTING, SHALL ISSUE A "LICENSED UNDERGROUND TEST CERTIFICATE" PRIOR TO ACCEPTANCE FOR PLACING FIRE LINE INTO SERVICE.

FDC NOTES:

1. THE FDC MUST BE IDENTIFIED AS TO THE BUILDING (COMPLETE ADDRESS) OR PORTION OF THE BUILDING IT SERVES. CONTRACTOR SHALL PROVIDE A PERMANENT TACTILE SIGN AT THE FDC TO MEET THE ABOVE REQUIREMENT.
2. FOR EACH FIRE DEPARTMENT CONNECTION THE CONTRACTOR SHALL PROVIDE A SIGN HAVING RAISED LETTERS, AT LEAST 1 INCH IN HEIGHT, CAST ON A PLATE OR FITTING THAT READS "STANDPIPE".
3. THE CONTRACTOR SHALL PROVIDE A SIGN TO INDICATE THE PRESSURE REQUIRED AT THE INLETS TO DELIVER THE SYSTEM DEMAND.
4. IN LOCATIONS WHERE A PROPOSED FDC IS LOCATED CONTRACTOR SHALL INSTALL "NO PARKING" SIGNS.

ALL PROPOSED AND EXISTING ELEVATIONS ARE SHOWN IN N.A.V.D. 1988 DATUM.

EXISTING LEGEND

	CONCRETE
0.00'	ELEVATION
—OHW—	OVERHEAD WIRES
—STW—	UNDERGROUND STORM SEWER LINE
—SAN—	UNDERGROUND SANITARY SEWER LINE
℄	CENTERLINE
O.R.B.	OFFICIAL RECORDS BOOK
TP	TRAVERSE POINT (FOR FIELD INFORMATION ONLY)
R	RADIUS
CA	CENTRAL ANGLE
A	ARC LENGTH
D.C.R.	DADE COUNTY RECORDS
B.C.R.	BROWARD COUNTY RECORDS
	PALM TREE

PROPOSED WATER & SEWER LEGEND

FIRE HYDRANT ASSEMBLY	SANITARY SEWER MANHOLE
GATE VALVE	CLEANOUT
WATER METER	SANITARY SERVICE
SAMPLING POINT	SANITARY SEWER MAINTENANCE ACCESS STRUCTURE FLOW DIRECTION
REDUCER	
BACKFLOW PREVENTER	PAVEMENT RESTORATION
SIAMESE FIRE CONNECTION	
PLUG	

FORCE MAIN NOTES:

1. IT IS ANTICIPATED THAT AN EXISTING 12" FORCE MAIN EXISTS WITHIN NE 1ST COURT. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION AND DEPTH OF THE EXISTING FORCE MAIN PRIOR TO START OF ANY WORK WITHIN THE ROADWAY AND SHALL PROVIDE THE INFORMATION TO THE ENGINEER OF RECORD.

WATER AND SEWER PLAN

CRAVEN THOMPSON AND ASSOCIATES, INC
ENGINEERS • PLANNERS • SURVEYORS

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FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS No. 271
FLORIDA LICENSED LANDSCAPE ARCHITECTURE BUSINESS No. C000114

The Estate Companies

TRION AT DANIA BEACH

DANIA BEACH BLVD & NORTH FEDERAL HIGHWAY
Dania Beach, FL 33004

PROJECT No.:	05-0106-008-01
DESIGNED BY:	C.E.E.
DRAWN BY:	C.E.E.
CHECKED BY:	C.E.E.
ISSUE DATE:	12-20-2018
DRAWING SCALE:	AS SHOWN

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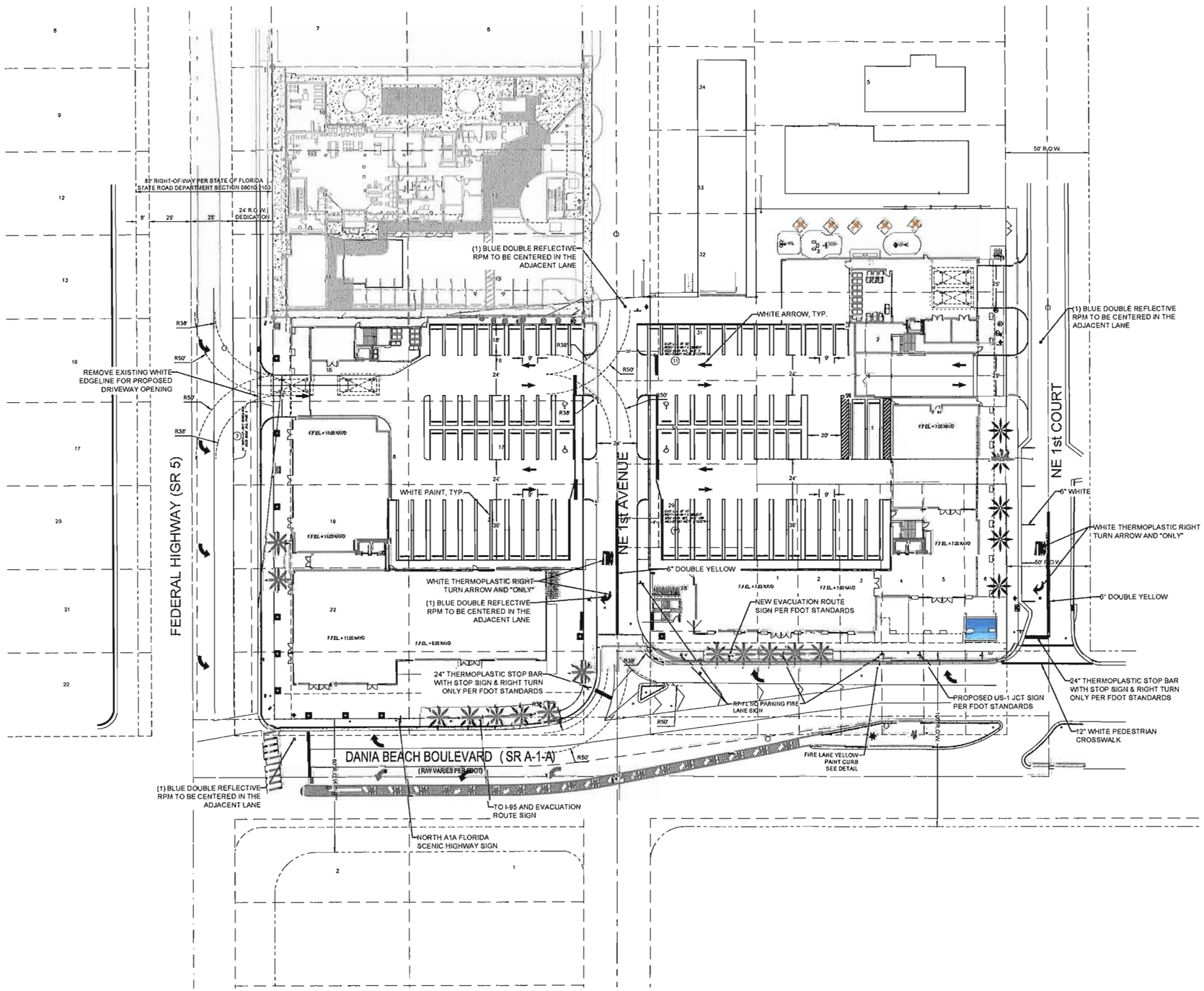

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GRAPHIC SCALE IN FEET

ALL PROPOSED AND EXISTING ELEVATIONS ARE SHOWN IN N.A.V.D. 1988 DATUM.

EXISTING LEGEND

	CONCRETE
10.00	ELEVATION
—OH—OH—	OVERHEAD WIRES
—STM—	UNDERGROUND STORM SEWER LINE
—SAN—	UNDERGROUND SANITARY SEWER LINE
℄	CENTERLINE
O.R.B.	OFFICIAL RECORDS BOOK
TP	TRAVERSE POINT (FOR FIELD INFORMATION ONLY)
R	RADIUS
CA	CENTRAL ANGLE
A	ARC LENGTH
D.C.R.	DADE COUNTY RECORDS
B.C.R.	BROWARD COUNTY RECORDS
✱	PALM TREE

PAVEMENT MARKING AND SIGNAGE PLAN

CRAVEN THOMPSON AND ASSOCIATES, INC
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FLORIDA LICENSED LANDSCAPE ARCHITECTURE BUSINESS No. C000014

The Estate Companies

TRION AT DANIA BEACH

DANIA BEACH BLVD & NORTH FEDERAL HIGHWAY
Dania Beach, FL 33004

PROJECT No.:	05-0136-006-01
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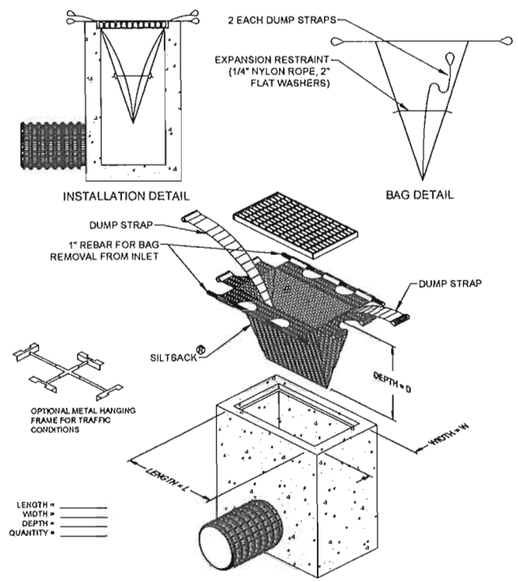
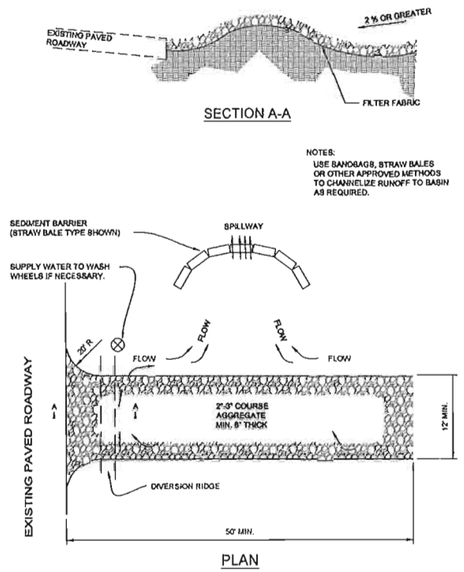


INLET SEDIMENT CONTROL DEVICE

N.T.S.

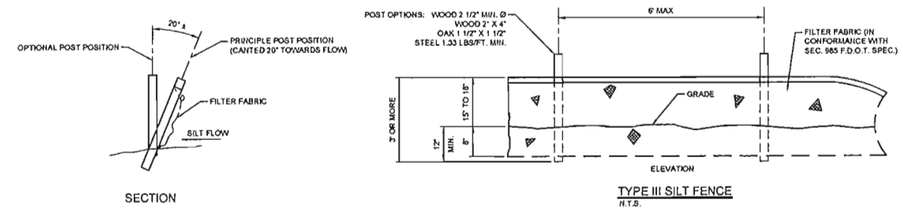


NOTES:

1. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE TOP DRESSING, REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT.
2. WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAY.
3. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN.

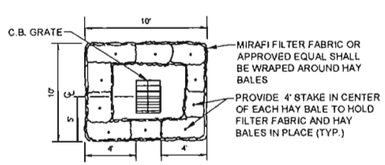
TEMPORARY GRAVEL CONSTRUCTION ENTRANCE

N.T.S.



TYPE III SILT FENCE

N.T.S.



PLAN

HAY BALE DETAIL

SCALE: N.T.S.

PAVING AND DRAINAGE DETAILS 1

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The Estate Companies

TRION AT DANIA BEACH

DANIA BEACH BLVD & NORTH FEDERAL HIGHWAY
Dania Beach, FL 33004

PROJECT No.:	05-0136.008-01
DESIGNED BY:	C.E.E.
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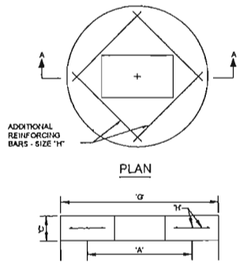
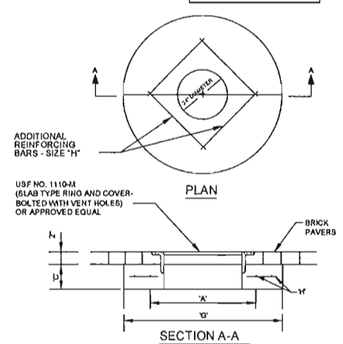


"A"	"C"	"G"	"H"
4'-0" 0 /	8"	5'-4" 0 /	# 4 @ 8" O.C.E.W.
5'-0" 0 /	8"	6'-4" 0 /	# 5 @ 8" O.C.E.W.
6'-0" 0 /	10"	7'-4" 0 /	# 5 @ 6" C.C.E.W.
7'-0" 0 /	10"	8'-4" 0 /	# 5 @ 6" C.C.E.W.
8'-0" 0 /	10"	9'-8" 0 /	# 5 @ 6" C.C.E.W.

KEYNOTE: KEY CUT (AT BOTTOM OF TOP SLAB) IS REQUIRED WITH PRECAST TOPS ONLY.

PRECAST CONCRETE-TOP SLAB
SCALE: NONE — CATCH BASIN

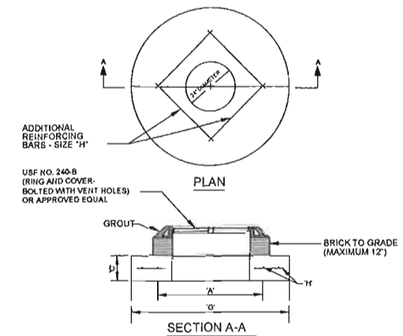
ALL DRAINAGE WELLS AND STRUCTURES TO UTILIZE BOLT-DOWN LIDS IF UPSTREAM OR DOWNSTREAM FROM A ROOF DRAIN



"A"	"C"	"G"	"H"
4'-0" 0 /	8"	5'-4" 0 /	# 4 @ 6" C.C.E.W.

KEYNOTE: KEY CUT (AT BOTTOM OF TOP SLAB) IS REQUIRED WITH PRECAST TOPS ONLY.

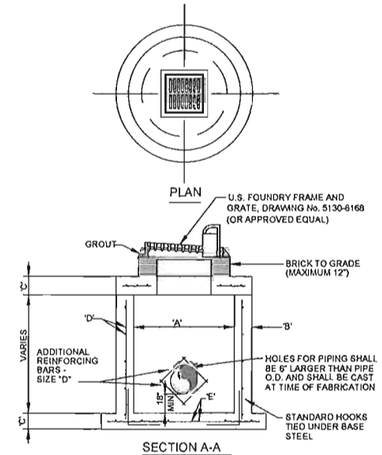
PRECAST CONCRETE-TOP SLAB
SCALE: NONE — MANHOLE



"A"	"C"	"G"	"H"
4'-0" 0 /	8"	5'-4" 0 /	# 4 @ 8" O.C.E.W.
5'-0" 0 /	8"	6'-4" 0 /	# 5 @ 6" C.C.E.W.
6'-0" 0 /	10"	7'-4" 0 /	# 5 @ 6" C.C.E.W.
7'-0" 0 /	10"	8'-4" 0 /	# 5 @ 6" C.C.E.W.
8'-0" 0 /	10"	9'-8" 0 /	# 5 @ 6" C.C.E.W.

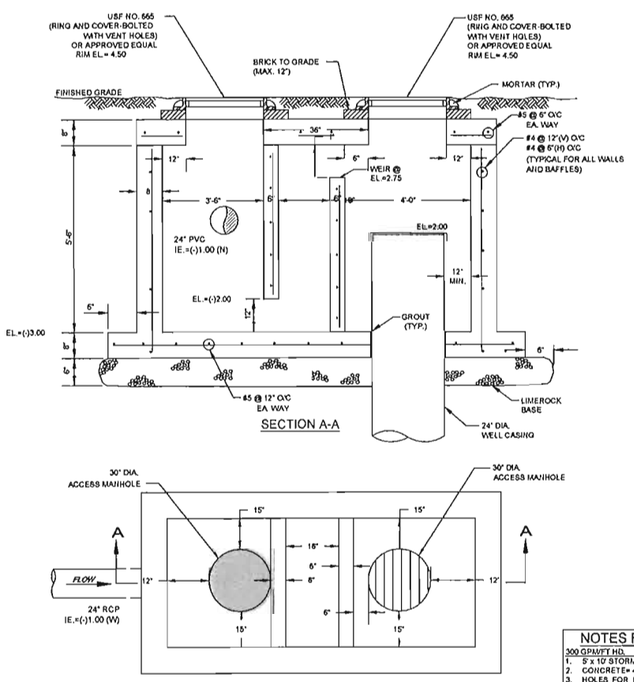
KEYNOTE: KEY CUT (AT BOTTOM OF TOP SLAB) IS REQUIRED WITH PRECAST TOPS ONLY.

PRECAST CONCRETE-TOP SLAB
SCALE: NONE — MANHOLE



TYPE	"A"	"B"	"C"	"D"	"E"	"F"
C-4	4'-0" /	8"	8"	# 4 @ 12" C.C.E.W.	# 4 @ 12" C.C.E.W.	6'-4" 0 /
C-5	5'-0" /	8"	8"	# 5 @ 12" C.C.E.W.	# 5 @ 12" C.C.E.W.	7'-4" 0 /
C-6	6'-0" /	8"	10"	# 5 @ 12" C.C.E.W.	# 5 @ 6" C.C.E.W.	8'-4" 0 /
C-7	7'-0" /	8"	10"	# 5 @ 12" C.C.E.W.	# 5 @ 6" C.C.E.W.	9'-4" 0 /
C-8	8'-0" /	10"	10"	2-WWM w/ # 4 @ 12" C.C. VERT	# 5 @ 6" C.C.E.W.	10'-8" 0 /

PRECAST CIRCULAR DRAINAGE STRUCTURES
SCALE: NONE

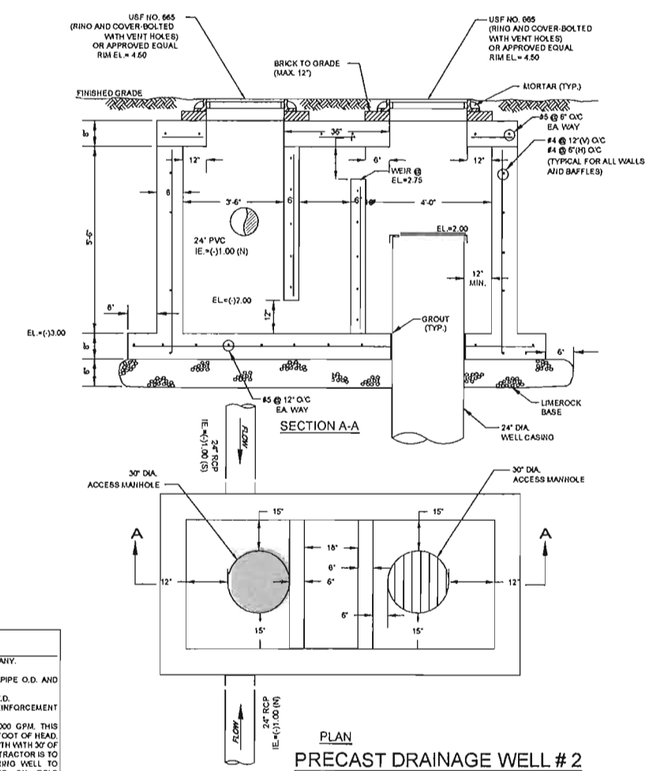


PRECAST DRAINAGE WELL # 1
SCALE: NONE

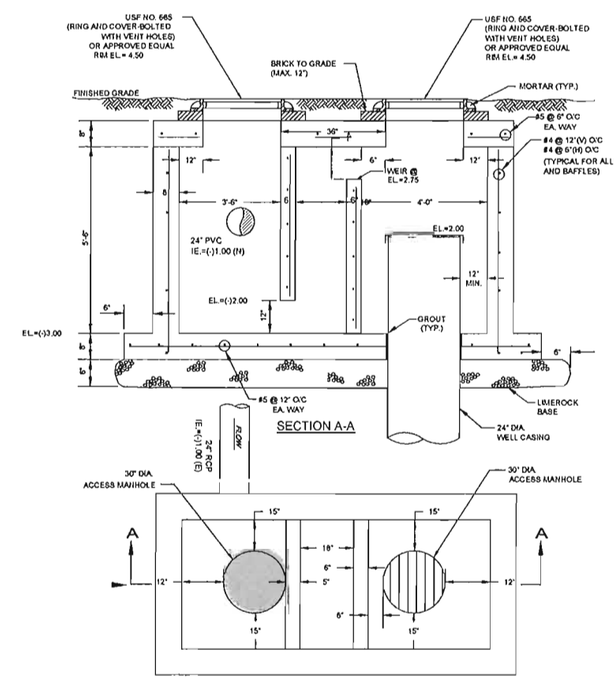
NOTES FOR ALL WELLS:

300 GPM/FT HD.

1. 5' x 10' STORM MANHOLE PER U.S. PRECAST COMPANY.
2. CONCRETE= 4000 PSI @ 28 DAYS.
3. HOLES FOR PIPING SHALL BE 6" LARGER THAN PIPE O.D. AND SHALL BE CAST AT TIME OF FABRICATION.
4. WATER TABLE ELEVATION = 0.5' N.A.V.D.; 2.0' N.G.V.D.
5. PROVIDE 4 ADDITIONAL (DIAGONAL) TYPE 'D' REINFORCEMENT AROUND PIPE OPENINGS.
6. WELL SHALL HAVE A MINIMUM CAPACITY OF 2000 GPM. THIS NUMBER WAS CALCULATED USING 500 GPM PER FOOT OF HEAD. CONTRACTOR SHALL ANTICIPATE 170' CASING DEPTH WITH 30' OF OPEN HOLE DEPTH FOR PRICING PURPOSES. CONTRACTOR IS TO CONTACT ENGINEER AT VARIOUS DEPTHS DURING WELL TO DETERMINE ACTUAL DEPTH OF WELL BASED ON FIELD CONDITIONS.



PRECAST DRAINAGE WELL # 2
SCALE: NONE



PRECAST DRAINAGE WELL # 3
SCALE: NONE

PAVING AND DRAINAGE DETAILS 2

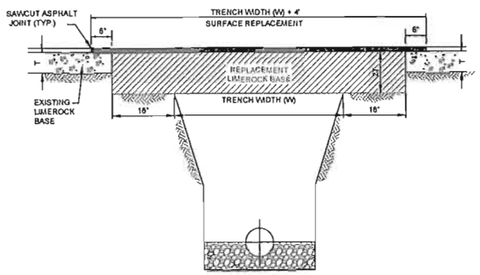
CRAVEN THOMPSON AND ASSOCIATES, INC.
ENGINEERS • PLANNERS • SURVEYORS
3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309
TEL.: (954) 739-6400
FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS No. 271
FLORIDA LICENSED LANDSCAPE ARCHITECTURE BUSINESS No. C000114

The Estate Companies

TRION AT DANIA BEACH
DANIA BEACH BLVD & NORTH FEDERAL HIGHWAY
Dania Beach, FL 33004

PROJECT No.:	05-0156.006-01
DESIGNED BY:	C.E.E.
DRAWN BY:	C.E.E.
CHECKED BY:	C.E.E.
ISSUE DATE:	12-20-2019
DRAWING SCALE:	AS SHOWN

CHAD E. EDWARDS, P.E.
P.E. LICENSE No. 59006
3563 NW 53RD STEET
FORT LAUDERDALE, FL 33309
TEL. (954) 739-6400
FAX (954) 739-6409

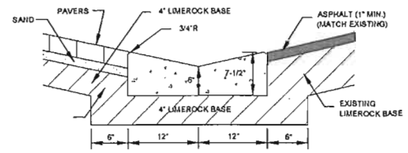


NOTES:

1. REPLACED BASE MATERIAL OVER TRENCH SHALL BE TWICE THE THICKNESS OF THE ORIGINAL BASE, MINIMUM 8", MAXIMUM 18".
2. BASE MATERIAL SHALL BE PLACED IN 6" MAXIMUM (LOOSE MEASUREMENT) LAYERS AND EACH LAYER THOROUGHLY ROLLED OR TAMPED TO 98% OF MAXIMUM DENSITY, PER AASHTO T-180.
3. SUBGRADE MATERIAL SHALL BE GRANULAR AND ANGULAR AND SHALL HAVE A MINIMUM LBR OF 40.
4. ASPHALT CONCRETE PAVEMENT JOINTS SHALL BE MECHANICALLY SAWED PARALLEL TO OR PERPENDICULAR TO THE ROADWAY
5. SURFACE TREATED PAVEMENT JOINTS SHALL BE LAPPED.
6. SURFACE MATERIAL SHALL BE CONSISTENT WITH THE SURROUNDING SURFACE (MINIMUM 1" THICKNESS)
7. BASE MATERIAL SHALL HAVE A MINIMUM LBR OF 100 AND A MINIMUM CARBONATE CONTENT OF 70% (60% FOR LOCAL STREETS)
8. IF THE TRENCH IS FILLED TEMPORARILY, IT SHALL BE COVERED WITH A 2" ASPHALTIC CONCRETE PATCH TO KEEP THE FILL MATERIAL FROM RAVELING UNTIL REPLACED WITH A PERMANENT PATCH.

PAVEMENT RESTORATION DETAIL

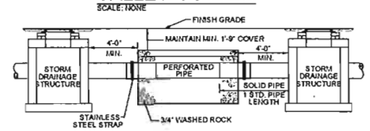
SCALE: N.T.S.



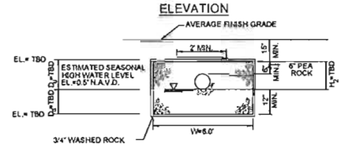
REFER TO FDOT INDEX 300 FOR NOTES AND DETAILS

VALLEY GUTTER

SCALE: NONE



ELEVATION



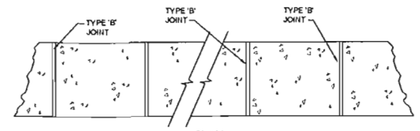
SECTION

NOTES:

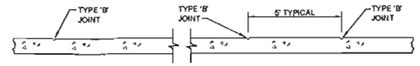
1. PIPES SHALL CONNECT TO ADDITIONAL CATCH BASINS AS REQUIRED.
2. BALLAST ROCK SHALL BE FROM FRESH WATER WASHED FREE OF DELETERIOUS MATTER.
3. TRENCH TO BE LINED WITH AMOCO PROPEX 4545 OR APPROVED EQUIVALENT TYPE FILTER FABRIC. OVERLAP TRENCH LINING MATERIAL A MINIMUM OF 2' AT TOP OF TRENCH. CLOSE ENDS AND STRAP AROUND PIPE.
4. BIO-BARRIER SHALL BE INSTALLED ADJACENT TO EXFILTRATION TRENCH WHEN EXISTING OR PROPOSED TREES ARE LOCATED WITHIN 10.0' OF CENTERLINE OF PIPE. INSTALLATION OF BIO-BARRIER SHALL BE IN ACCORDANCE WITH BIO-BARRIER DETAIL (SEE LANDSCAPE DRAWING DETAILS).

EXFILTRATION TRENCH DETAIL

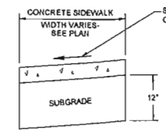
SCALE: N.T.S.



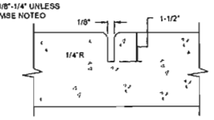
PLAN



ELEVATION



SECTION



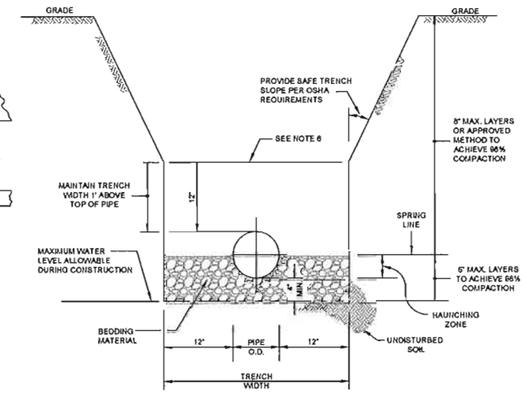
TYPE 'B' JOINT

1. NOTES: SIDEWALK SHALL BE 4" THICK EXCEPT IN DRIVEWAYS AND PUBLIC RIGHT OF WAY WHERE THE THICKNESS SHALL BE 6".
2. SUBGRADE BELOW SIDEWALK SHALL BE A MIN. L.B.R. 40 COMPACTED TO 98% OF MAX. DENSITY PER A.A.S.H.T.O. T-180.
3. CONCRETE STRENGTH SHALL BE MIN. 3000 PSI @ 28 DAYS.

TABLE OF SIDEWALK JOINTS	
TYPE	LOCATION
'B'	5 FEET CENTER TO CENTER ON SIDEWALKS.

SIDEWALK DETAILS

SCALE: N.T.S.

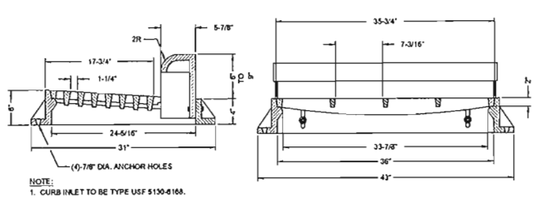


NOTES:

1. WHERE SOIL CONDITIONS CAN NOT BE MAINTAINED AS SHOWN ABOVE, PROVIDE APPROVED MEANS OF CONSTRUCTION.
2. BEDDING MATERIAL SHALL CONSIST OF WELL GRADED ASTM C33 #67 ROCK (3/4" TO No.4) AND BE PLACED TO SPRING LINE OF PIPE.
3. SHEETING WILL BE REQUIRED AS DETERMINED IN THE FIELD.
4. REFER TO SPECIFICATIONS FOR EXCAVATION IN MUCK OR OTHER UNSUITABLE MATERIAL.
5. COMPACTION PERCENTAGES SHOWN REFER TO AASHTO T-180.
6. MECHANICAL COMPACTION NOT ALLOWED BELOW THIS LEVEL (WITHIN 12" OF TOP OF PIPE).
7. THOROUGHLY WORK IN AND TAMP THE BEDDING MATERIAL IN THE HAUNCHING ZONE BEFORE PLACING AND COMPACTING REMAINDER OF BACKFILL.

TRENCH DETAIL

SCALE: N.T.S.

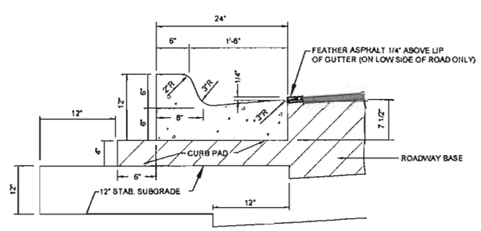


NOTE:
1. CURB INLET TO BE TYPE USF 5130-6168.

USF 5130-6168 CURB & GUTTER INLET FRAME, HOOD AND GRATE SERIES

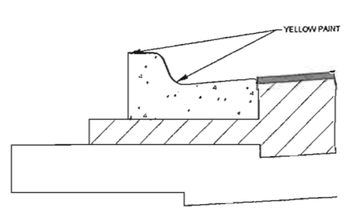
SCALE: NONE

STRUCTURE No. 11



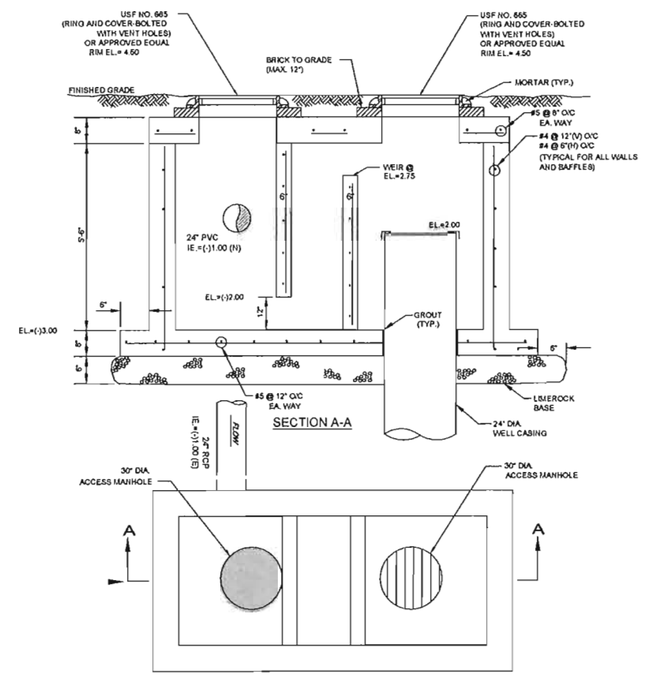
TYPE "F" CURB & GUTTER

SCALE: N.T.S.



FIRE LANE CURB MARKING

SCALE: N.T.S.



PLAN

PRECAST DRAINAGE WELL # 4

SCALE: NONE

PAVING AND DRAINAGE DETAILS 3

CRAVEN THOMPSON AND ASSOCIATES, INC.
ENGINEERS • PLANNERS • SURVEYORS

3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309
TEL.: (954) 739-6400
FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS No. 271
FLORIDA LICENSED LANDSCAPE ARCHITECTURE BUSINESS No. C000014

The Estate Companies

TRION AT DANIA BEACH

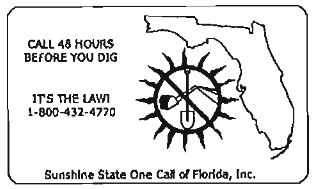
DANIA BEACH BLVD & NORTH FEDERAL HIGHWAY
Dania Beach, FL 33004

PROJECT No.:	05-0136-006-01
DESIGNED BY:	C.E.E.
DRAWN BY:	C.E.E.
CHECKED BY:	C.E.E.
ISSUE DATE:	12-20-2019
DRAWING SCALE:	AS SHOWN

CHAD E. EDWARDS, P.E.
P.E. LICENSE No. 59006
3563 NW 53RD STEET
FORT LAUDERDALE, FL 33309
TEL. (954) 739-6400
FAX (954) 739-6409

STANDARD DETAIL

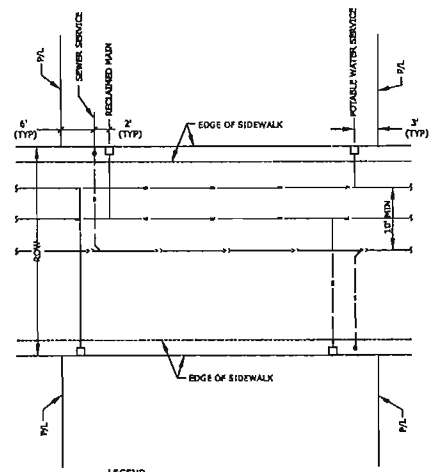
WATER & WASTEWATER SERVICES – ENGINEERING DIVISION



NOTES:
1. PRIOR TO BEGINNING ANY WORK, CONTRACTOR SHALL CONTACT ALL UTILITY COMPANIES THAT HAVE FACILITIES WITHIN THE PROJECT AREA.
2. THE ABOVE NOTICE SHALL APPEAR ON THE COVER SHEET OF ALL CONSTRUCTION PLANS SUBMITTED TO THE COUNTY.

DWG NO.101 | REVISED | UTILITY LOCATIONS | FIGURE 101

STANDARD DETAIL



LEGEND
GS - GRAVITY SEWER
RW - RECLAIMED WATER
WM - POTABLE WATER MAIN

DWG NO.104 | REVISED | UTILITY LOCATIONS | FIGURE 104

STANDARD DETAIL

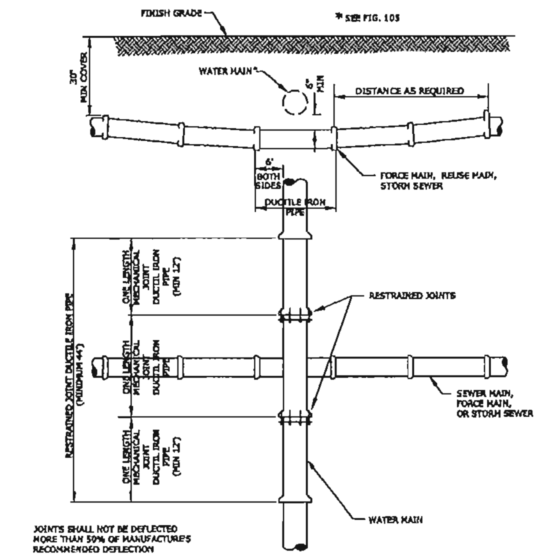
WATER MAIN SEPARATION IN ACCORDANCE WITH F.A.C. RULE 62-555.314

OTHER PIPE	HORIZONTAL SEPARATION	CROSSINGS (1) (5)	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	Water Main – Alternate 3 ft. minimum
VACUUM SANITARY SEWER	Water Main – 10 ft. preferred, 3 ft. minimum	Water Main – 12 inches preferred, 6 inches minimum	Water Main – Alternate 3 ft. minimum
GRAVITY OR PRESSURE SANITARY SEWER, SANITARY SEWER FORCE MAIN, RECLAIMED WATER (4)	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	Water Main – Alternate 6 ft. minimum
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) RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.
(5) 18" MINIMUM SEPARATION REQUIRED BY BCWWS, UNLESS OTHERWISE APPROVED.

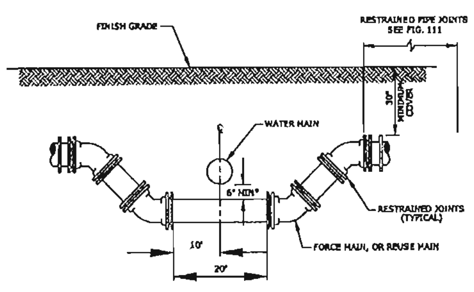
DWG NO.105 | REVISED | WATER MAIN SEPARATION | FIGURE 105

STANDARD DETAIL



DWG NO.16B | REVISED | STANDARD UTILITY CROSSING | FIGURE 106

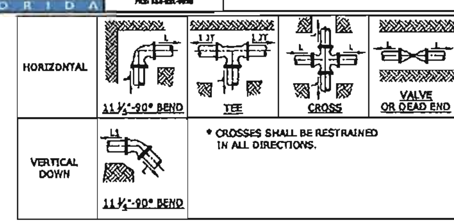
STANDARD DETAIL



WHEREVER POSSIBLE DEFLECTION OF THE PIPEWILL BE USED TO AVOID EXISTING OBSTRUCTIONS.THIS CROSSING SHALL BE USED ONLY WHEN APPROVED BY WWS.

DWG NO.16C | REVISED | SPECIAL UTILITIES CROSSING | FIGURE 107

STANDARD DETAIL



* CROSSES SHALL BE RESTRAINED IN ALL DIRECTIONS.

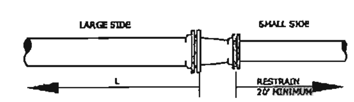
	HORIZONTAL/VERTICAL UP L, (FEET)						VERTICAL DOWN L1, (FEET)			
Diameter	11 1/4°	22 1/2°	45°	90°	Tee* (Branch)	Valve and Dead End	11 1/4°	22 1/2°	45°	90°
4	2	5	10	24	50	50	5	10	21	50
6	3	7	14	34	70	70	7	14	29	70
8	4	9	18	43	90	90	9	18	37	90
10	5	10	21	52	109	109	11	22	45	109
12	6	11	25	60	127	127	12	25	52	127
16	7	13	31	73	161	161	16	32	67	161
18	8	16	34	82	177	177	17	35	73	177
20	9	18	37	89	192	192	19	38	80	192
24	10	20	42	102	223	223	22	44	92	223
30	12	24	50	120	264	264	26	53	110	264
36	13	24	56	135	302	302	30	60	128	302
42	15	30	62	149	336	336	33	67	139	336

NOTE:
THE NOTED REQUIREMENTS WERE CALCULATED IN ACCORDANCE WITH "THRUST RESTRAINT FOR DUCTILE IRON PIPE," VERSION 3.3 BY DIPRA, WITH THE FOLLOWING ASSUMPTIONS:
SOIL CONDITIONS: SAND/SILT
LAYING CONDITION: 3
MINIMUM COVER: 2.5 FT
SAFETY FACTOR: 1.5
BARE PIPE
IF FIELD CONDITIONS DIFFER FROM THE ABOVE, CONTRACTOR SHALL NOTIFY BCWWS.

SINGLE FITTING RESTRAIN JOINT DUCTILE IRON PIPE
150 PSI TEST PRESSURE
N.T.S.

DWG NO.109 | REVISED | RESTRAINED JOINT REQUIREMENTS SINGLE FITTING | FIGURE 109

STANDARD DETAIL



REDUCERS - REQUIRED LENGTH OF RESTRAINT AT LARGE SIDE (FEET)*

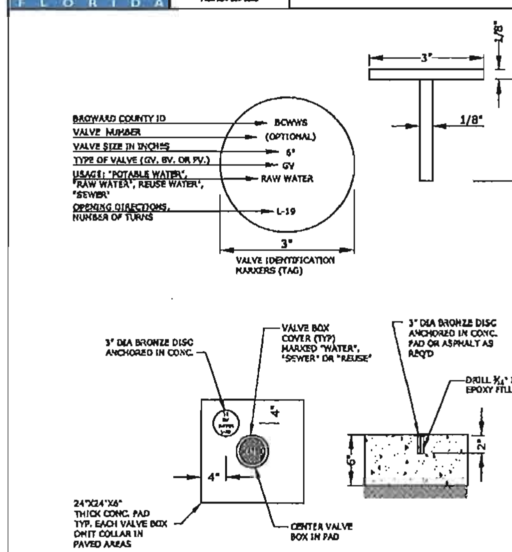
DIAMETER	4"	6"	8"	10"	12"	16"	18"	20"	24"	30"	36"	42"
4"		36	65	88	110	149	166	183	215	258	297	332
6"			38	67	92	135	155	173	207	252	292	328
8"				36	67	117	139	159	196	243	289	322
10"					37	95	120	142	182	233	277	315
12"						68	96	120	165	219	266	306
16"							36	68	122	186	240	284
18"								36	96	166	334	271
20"									67	144	206	257
24"										93	163	223
30"											91	162
36"												87
42"												

NOTE:
THE NOTED REQUIREMENTS WERE CALCULATED IN ACCORDANCE WITH "THRUST RESTRAINT FOR DUCTILE IRON PIPE," VERSION 3.3 BY DIPRA, WITH THE FOLLOWING ASSUMPTIONS:
SOIL CONDITIONS: SAND/SILY
LAYING CONDITION: 3
MINIMUM COVER: 2.5 FT
SAFETY FACTOR: 1.5
BARE PIPE
IF FIELD CONDITIONS DIFFER FROM THE ABOVE, CONTRACTOR SHALL NOTIFY ENGINEER.

PIPE RESTRAIN DUCTILE IRON PIPE-REDUCING FITTING
150 PSI TEST PRESSURE

DWG NO.112 | REVISED | RESTRAINED JOINT REQUIREMENTS REDUCING FITTING | FIGURE 112

STANDARD DETAIL



NOTE:
VALVE BOX, COVER AND EXTENSION PER APPROVED MATERIALS LIST

DWG NO.3E | REVISED | VALVE COLLAR AND IDENTIFICATION MARKER | FIGURE 121

WATER AND SEWER DETAILS 1

CRAVEN THOMPSON AND ASSOCIATES, INC
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FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS No. 271
FLORIDA LICENSED LANDSCAPE ARCHITECTURE BUSINESS No. C000114

The Estate Companies

TRION AT DANIA BEACH

DANIA BEACH BLVD & NORTH FEDERAL HIGHWAY
Dania Beach, FL 33004

PROJECT No.:	05-0136-006-01
DESIGNED BY:	C.E.E.
DRAWN BY:	C.E.E.
CHECKED BY:	C.E.E.
ISSUE DATE:	12-20-2019
DRAWING SCALE:	AS SHOWN

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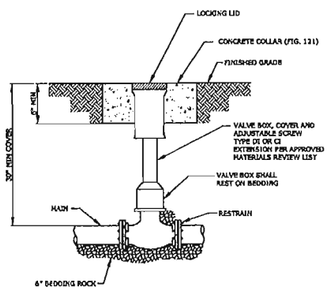
FAX (954) 739-6409

C-11

BROWARD COUNTY FLORIDA — WATER & WASTEWATER SERVICES, ENGINEERING DIVISION

STANDARD DETAIL

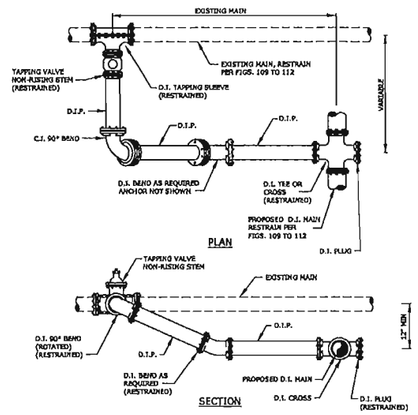


NOTES:
1. WHEN VALVE IS NOT LOCATED IN PAVEMENT, PLACE A WHITE PAVEMENT REFLECTOR MARKER IN THE DRIVE LANE, ADJACENT TO THE VALVE.
2. OPERATOR EXTENSION SHAFT SHALL BE PROVIDED WHEN OPERATING NUT IS MORE THAN 24" BELOW TOP OF VALVE BOX.
3. PVC OR DUCTILE IRON PIPE IS NOT ACCEPTABLE FOR VALVE BOX RISER.

DWG NO.123	VALVE BOX DETAIL	FIGURE 123
REVISED		

BROWARD COUNTY FLORIDA — WATER & WASTEWATER SERVICES, ENGINEERING DIVISION

STANDARD DETAIL

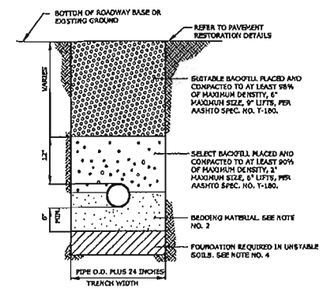


NOTES:
1. TAPPING SLEEVE PER MATERIALS REVIEW LIST.
2. ALL JOINTS TO BE RESTRAINED BY APPROVED METHODS.

DWG NO.131	TYPICAL CONNECTION TO EXISTING MAIN	FIGURE 131
REVISED		

BROWARD COUNTY FLORIDA — WATER & WASTEWATER SERVICES, ENGINEERING DIVISION

STANDARD DETAIL

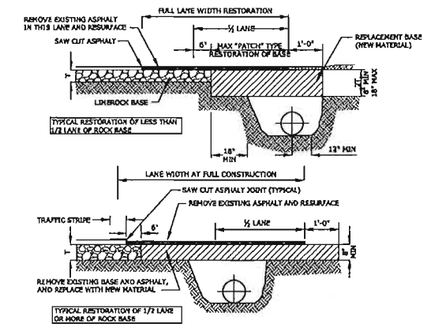


NOTES:
1. FOR EXCAVATION AND BACKFILL AROUND MANHOLES, APPURTENANCES, OR IN WATER, REFER TO PROVISIONS WITHIN THE SPECIFICATIONS.
2. UNLESS OTHERWISE SPECIFIED, BEDDING MATERIAL SHALL CONSIST OF SELECT BACKFILL MATERIAL 2" MAX. SIZE, OR WASHED AND GRADED LIMEROCK (3/8" - 7/8"), COMPACTED TO AT LEAST 90% OF MAX. DENSITY, 6" LIFTS, PER AASHTO SPEC. NO. T-180.
3. WHERE REQUIRED, SHEETING AND SHORING SHALL BE IN ACCORDANCE WITH OSHA REQUIREMENTS.
4. WHERE UNSTABLE SOILS ARE ENCOUNTERED, INCLUDING PEAT, MUCK OR OTHER ORGANIC SOILS, ELASTIC SILT AND CLAYS, A FOUNDATION IS REQUIRED, COMPACTED TO AT LEAST 90% OF MAX. DENSITY, 6" LIFTS PER AASHTO SPEC. NO. T-180. FOUNDATION MATERIAL SHALL BE SELECT BACKFILL MATERIAL, 2" MAXIMUM SIZE, 6" LIFTS. EXTEND EXCAVATION UNTIL A SUITABLE MATERIAL IS FOUND.

DWG NO.180	TYPICAL TRENCH BACKFILL	FIGURE 180
REVISED		

BROWARD COUNTY FLORIDA — WATER & WASTEWATER SERVICES, ENGINEERING DIVISION

STANDARD DETAIL

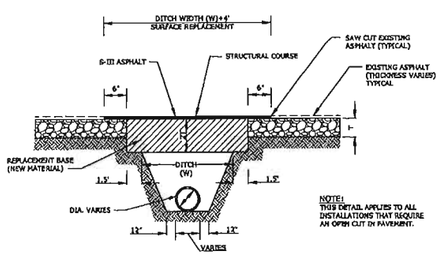


NOTES:
1. BASE MATERIAL SHALL HAVE A MINIMUM LBR OF 100 AND A MINIMUM CARBONATE CONTENT OF 70% (60% FOR LOCAL STREETS).
2. BASE SHALL BE PLACED IN 6" MAXIMUM THICKNESS LAYERS WITH EACH LAYER COMPACTED AS REQUIRED AND TESTED PRIOR TO THE PLACEMENT OF THE SUCCEEDING LAYERS.
3. SUBGRADE MATERIAL SHALL BE GRANULAR AND ANGULAR AND SHALL HAVE A MINIMUM LBR OF 40.
4. BACK FILL 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 ½ INCH AND A MAXIMUM OF 2" IN THICKNESS.
7. TRAFFIC STRIPES SHALL NOT BE PLACED DIRECTLY ON TOP OF THE JOINT.

DWG NO.19A	RESTORATION OF ROADWAY CUT FOR PARALLEL UTILITY INSTALLATION	FIGURE 182
REVISED		

BROWARD COUNTY FLORIDA — WATER & WASTEWATER SERVICES, ENGINEERING DIVISION

STANDARD DETAIL



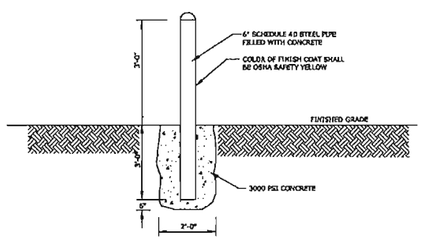
NOTE:
THIS DETAIL APPLIES TO ALL INSTALLATIONS THAT REQUIRE AN OPEN CUT IN PAVEMENT.

GENERAL NOTES:
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.

DWG NO.19B	RESTORATION OF ROADWAY CUT FOR PERPENDICULAR UTILITY INSTALLATION	FIGURE 183
REVISED		

BROWARD COUNTY FLORIDA — WATER & WASTEWATER SERVICES, ENGINEERING DIVISION

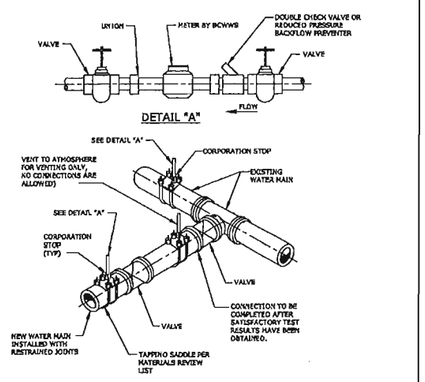
STANDARD DETAIL



DWG NO.194	BOLLARD	FIGURE 194
REVISED		

BROWARD COUNTY FLORIDA — WATER & WASTEWATER SERVICES, ENGINEERING DIVISION

STANDARD DETAIL

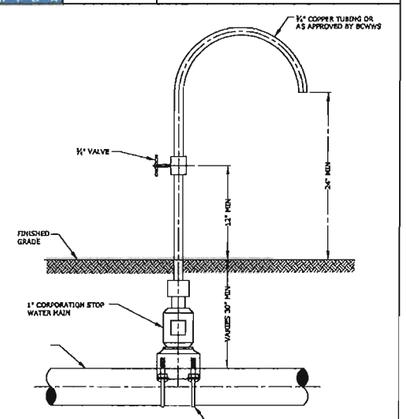


NOTES:
1. REMOVE TEMPORARY CONNECTION AT CORPORATION STOP ON EXISTING MAIN AFTER FILLING AND FLUSHING OF NEW LINE.
2. DO NOT REMOVE TEMPORARY CONNECTION AT CORPORATION STOP ON NEW MAIN UNTIL ALL TESTING HAS BEEN COMPLETED.
3. CLOSE CORPORATION STOPS AND PLUG WITH BRASS FITTINGS/CAP AFTER SAMPLING IS COMPLETED.

DWG NO.7	FILLING AND FLUSHING CONNECTION	FIGURE 205
REVISED		

BROWARD COUNTY FLORIDA — WATER & WASTEWATER SERVICES, ENGINEERING DIVISION

STANDARD DETAIL



NOTES:
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 SAMPLING IS COMPLETED.
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.

DWG NO.6	SAMPLING POINT	FIGURE 206
REVISED		

WATER AND SEWER DETAILS 2

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FLORIDA LICENSED LANDSCAPE ARCHITECTURE BUSINESS No. C000016

The Estate Companies

TRION AT DANIA BEACH

DANIA BEACH BLVD & NORTH FEDERAL HIGHWAY
Dania Beach, FL 33004

PROJECT No.:	05-0136.004-01
DESIGNED BY:	C.E.E.
DRAWN BY:	C.E.E.
CHECKED BY:	C.E.E.
ISSUE DATE:	12-20-2019
DRAWING SCALE:	AS SHOWN

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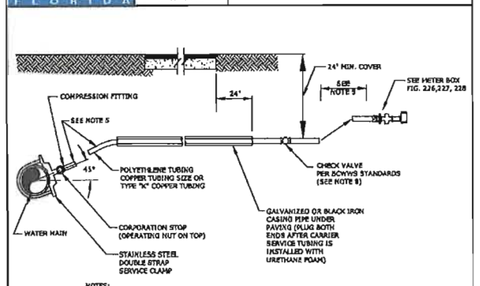
BROWARD COUNTY FLORIDA — WATER & WASTEWATER SERVICES, ENGINEERING DIVISION, 1801 WEST COPANS ROAD, POMPANO BEACH, FL 33060, PHONE NO. 954-831-0742, FAX: 954-831-0928

STANDARD DETAIL



NOTES:
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 1" 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 POLYETHLENE 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. SEE MATERIALS REVIEW LIST.

THIS DETAIL APPLIES ONLY TO RESIDENTIAL ROADS WITH LESS THAN 70' R.O.W. (NO MEDIAN) OR WITHIN EASEMENTS

DWG NO.1A	TYPE 1 WATER SERVICE CONNECTION	FIGURE 221
REVISED		

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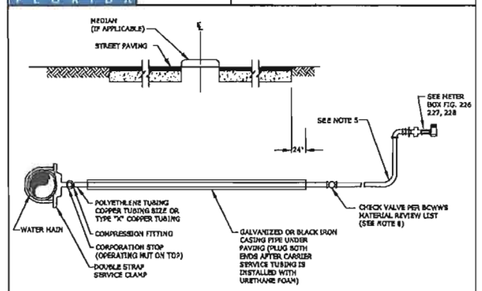
STANDARD DETAIL



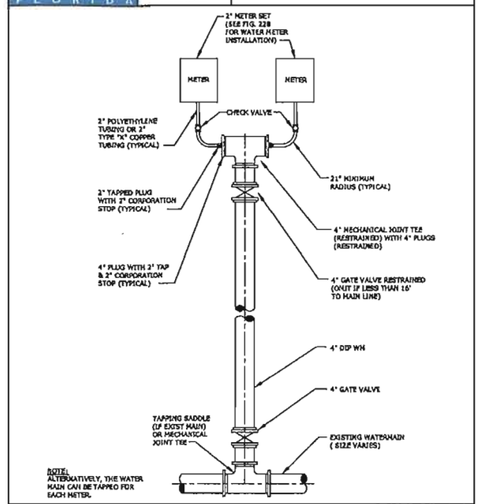
NOTES:
1. SUCCESSIVE TAPS INTO THE WATER MAIN SHALL BE SPACED NOT LESS THAN 18" ON CENTER. NO TAPS SHALL BE CLOSER THAN 18" TO A JOINT.
2. 1" SERVICES REQUIRE A 2" MINIMUM INSIDE DIAMETER CASING PIPE.
3. 2" SERVICES REQUIRE A 3" MINIMUM INSIDE DIAMETER CASING PIPE.
4. ALL CASING PIPE SHALL EXTEND A MINIMUM 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 POLYETHLENE 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. SEE MATERIALS REVIEW LIST.

THIS DETAIL APPLIES ONLY TO COUNTY ARTERIAL AND COLLECTOR ROADS (70' TO 120' R/W) AND ALL STATE ROAD R/W

DWG NO.1B	TYPE 2 WATER SERVICE CONNECTION	FIGURE 222
REVISED		

BROWARD COUNTY FLORIDA — WATER & WASTEWATER SERVICES, ENGINEERING DIVISION, 1801 WEST COPANS ROAD, POMPANO BEACH, FL 33060, PHONE NO. 954-831-0742, FAX: 954-831-0928

STANDARD DETAIL

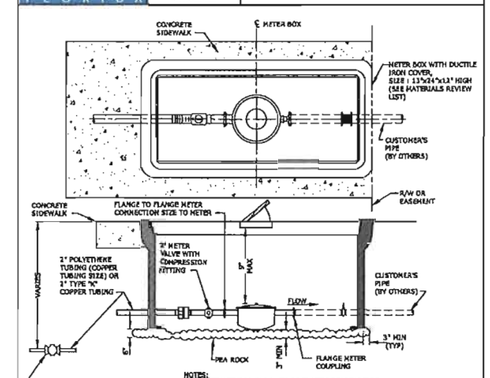


NOTE:
ALTERNATIVELY, THE WATER MAIN CAN BE TAPPED FOR EACH METER.

DWG NO.3D	METER INSTALLATION FOR TWO 2" METERS	FIGURE 224
REVISED		

BROWARD COUNTY FLORIDA — WATER & WASTEWATER SERVICES, ENGINEERING DIVISION, 1801 WEST COPANS ROAD, POMPANO BEACH, FL 33060, PHONE NO. 954-831-0742, FAX: 954-831-0928

STANDARD DETAIL



METER SIZE	LAYING LENGTH (IN)	HEIGHT (IN)
1 ½"	13	6 ¾"
2"	17	7 11/16"

NOTES:
1. ALL STRUCTURES IN R/W TO BE TRAFFIC BRAKING TYPE.
2. R/W LINE OR EASEMENT LINE IS THE CUSTOMERS SIDE OF METER BOX.
3. BCWWS RESPONSIBILITY ENDS AT THE CUSTOMERS 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 BCWWS. 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' W100X x 6" THICK CONCRETE COLLAR @ GRADE.

DWG NO.3C	METER INSTALLATION FOR 1 ½" OR 2" METERS	FIGURE 228
REVISED		

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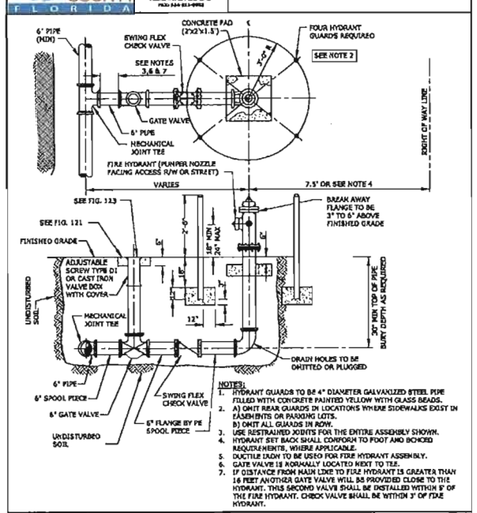
STANDARD DETAIL



NOTES:
1. HYDRANT GUARDS TO BE 4" DIAMETER GALVANIZED STEEL PIPE FILLED WITH CONCRETE PAINTED YELLOW WITH GLASS BEADS.
2. A) ONLY REAR GUARDS IN LOCATIONS WHERE SIDEWALKS EXIST IN EASEMENTS OR PASSING LOTS.
   B) OMIT ALL GUARDS IN ROW.
3. USE RESTRAINED JOINTS FOR THE ENTIRE ASSEMBLY SHOWN.
4. HYDRANT SET BACK SHALL CONFORM TO FOOT AND BONNET REQUIREMENTS, WHERE APPLICABLE.
5. DUCTILE IRON TO BE USED FOR FIRE HYDRANT ASSEMBLY.
6. GATE VALVE IS NORMALLY LOCATED NEXT TO TEE.
7. IF DISTANCE FROM MAIN LINE TO FIRE HYDRANT IS GREATER THAN 16 FEET ANOTHER GATE VALVE WILL BE PROVIDED CLOSE TO THE HYDRANT. THIS SECOND VALVE SHALL BE INSTALLED WITHIN 3' OF THE FIRE HYDRANT. CHECK VALVE SHALL BE WITHIN 3' OF FIRE HYDRANT.

DWG NO.8	FIRE HYDRANT INSTALLATION	FIGURE 231
REVISED		

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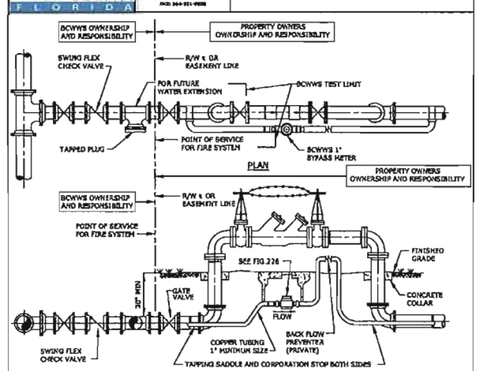
STANDARD DETAIL



NOTES:
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. BACK FLOW 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 AND 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.

DEDICATED FIRE SYSTEM

DWG NO.9A	TYPE 1 PRIVATE FIRE PROTECTION 4", 6" @ 8" DIAMETER CONNECTION	FIGURE 235
REVISED		

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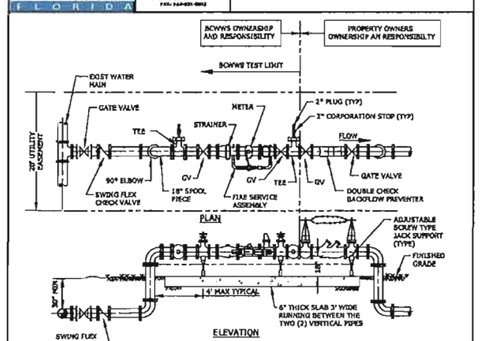
STANDARD DETAIL



NOTES:
1. THE DOUBLE CHECK VALVE SHALL BE PRIVATELY OWNED BY THE PROPERTY OWNER.
2. BCWWS RESPONSIBILITY IS BETWEEN WATER MAIN AND METER.
3. EASEMENT SHALL BE PROVIDED IN ACCORDANCE WITH BCWWS MINIMUM REQUIREMENTS.
4. FIRELINE FIRE SERVICE ASSEMBLIES TO BE PER MATERIALS REVIEW LIST.
5. ALL ABOVE GROUND PIPE SHALL BE FLANGED, OR (DUCTILE IRON) TYPE.
6. ALL PIPE LEADING FROM WATER MAIN TO FLANGED PIPING SHALL BE D.I. PIPE, RESTRAINED JOINTS.
7. ALL ABOVE GROUND PIPING, FITTINGS, GATE VALVES AND CHECK VALVES AND THE METER ASSEMBLY SHALL BE PAINTED WITH POLYURETHANE COATING (COLOR BEIGE).

COMBINED DOMESTIC WATER SERVICE AND FIRE PROTECTION

DWG NO.9B	TYPE 2 PRIVATE FIRE PROTECTION 4", 6" & 8" DIAMETER CONNECTION	FIGURE 236
REVISED		

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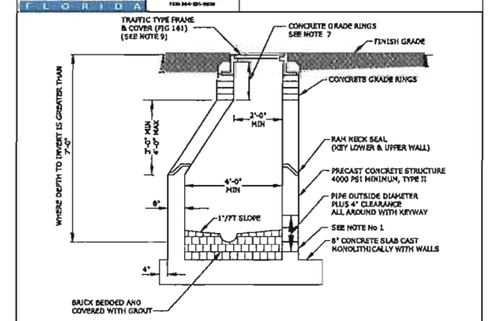
STANDARD DETAIL



NOTES:
1. MANHOLE ADAPTOR COUPLING (FIG. 322) OR APPROVED EQUAL ARE REQUIRED FOR ALL PIPE MATERIAL OR AS APPROVED BY ENGINEER.
2. MANHOLE WALLS TO BE SEAL COATED INSIDE & 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. SEE TECHNICAL SPECIFICATIONS FOR PLACEMENT OF CONSTRUCTION JOINTS ONLY.
5. ALL OPENINGS SHALL BE SEALED WITH A WATERPROOF, EXPANDING GROUT.
6. A FLOW CHANNEL SHALL BE CONSTRUCTED INSIDE MANHOLE TO DIRECT INFLUENT INTO FLOW STREAM.
7. THE CHIMNEY AREA SHALL BE A 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 EACH SEALING FACE.
8. SET MANHOLE FRAME ON 2 STRIPS OF SEALANT PLUS A BED OF PORTLAND CEMENT AND SILICA SAND. GRUND MORTAR UP OVER FRAME.
9. APPLY MORTAR COATING TO INSIDE AND OUTSIDE OF CHIMNEY. BRING MORTAR UP AND OVER FRAME.

DWG NO.13A	PRECAST MANHOLE	312
REVISED		

WATER AND SEWER DETAILS 3

CRAVEN THOMPSON AND ASSOCIATES, INC
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FLORIDA LICENSED LANDSCAPE ARCHITECTURE BUSINESS No. C000114

The Estate Companies

TRION AT DANIA BEACH

DANIA BEACH BLVD & NORTH FEDERAL HIGHWAY
Dania Beach, FL 33004

PROJECT No.:	05-0126-006-01
DESIGNED BY:	C.E.E.
DRAWN BY:	C.E.E.
CHECKED BY:	C.E.E.
ISSUE DATE:	12-20-2019
DRAWING SCALE:	AS SHOWN

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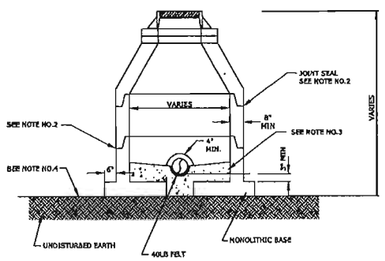
C-13

BROWARD COUNTY FLORIDA — WATER & WASTEWATER SERVICES

STANDARD DETAIL



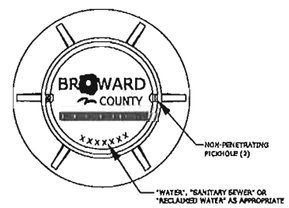
NOTES:

1. SEE FIGURE 161 FOR COVER REQUIREMENTS.
2. "O" RING OR RAM NECK SEAL (KEY LOWER & UPPER WALL).
3. ENTIRE BOTTOM SHALL BE POURED IN PLACE AFTER INSTALLATION OF STRUCTURE. CONCRETE SHALL BE 4,000 PSI, TYPE II.
4. COMPACT BOTTOM OF TRENCH 3' AROUND STRUCTURE TO 98% OF THE MAX-DENSITY AS PER AASHTO-T-180.

DWG NO.13E	DOGHOUSE MANHOLE DETAIL	FIGURE 163
REVISED		

BROWARD COUNTY FLORIDA — WATER & WASTEWATER SERVICES

STANDARD DETAIL

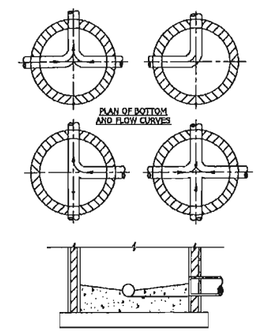


SEE MATERIAL REVIEW LIST FOR ADDITIONAL REQUIREMENTS.

DWG NO.161	MANHOLE COVER	FIGURE 161
REVISED		

BROWARD COUNTY FLORIDA — WATER & WASTEWATER SERVICES

STANDARD DETAIL



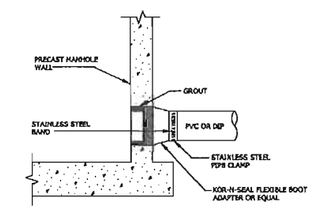
NOTES:

1. PROVIDE SPILLWAY FOR SMOOTH FLOW BETWEEN PIPES WITH DIFFERENT INVERT ELEVATIONS.
2. SLOPE MANHOLE SHELF WITH 1" DROP/FT MANHOLE WALL TO CHANNEL.
3. INVERT CHANNEL TO BE CONSTRUCTED FOR SMOOTH FLOW WITH NO OBSTRUCTIONS.
4. CHANNEL SHALL BE FILLED WITH BRICK COVERED WITH 1" OF MORTAR.
5. ALL CONCRETE SHALL USE TYPE II CEMENT ONLY

DWG NO.13B	INVERT CHANNEL FLOW DIRECTIONS	FIGURE 318
REVISED		

BROWARD COUNTY FLORIDA — WATER & WASTEWATER SERVICES

STANDARD DETAIL



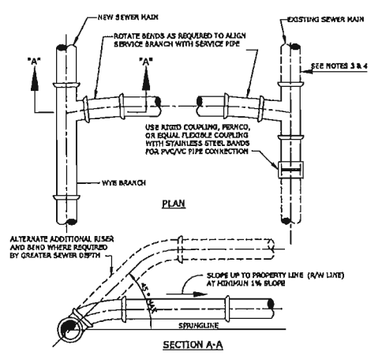
STANDARD PRECAST MANHOLE PIPE CONNECTION

NOTE:
BCWWS MAY APPROVE ALTERNATE WATER TIGHT CONNECTION.

DWG NO.322	MANHOLE CONNECTION DETAIL	FIGURE 322
REVISED		

BROWARD COUNTY FLORIDA — WATER & WASTEWATER SERVICES

STANDARD DETAIL



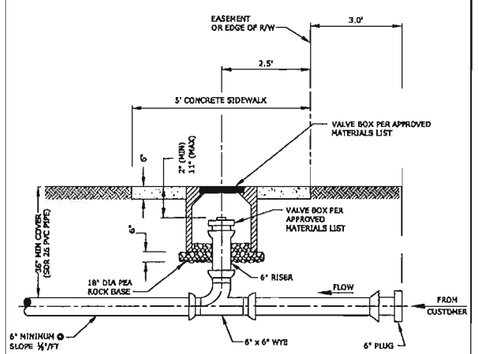
NOTES:

1. SINGLE SERVICE CONNECTIONS SHALL USE 6" SDR 26 PVC PIPE AND FITTINGS.
2. USE RISER CONNECTIONS WHERE INVERT OF SEWER IS MORE THAN 7'-0" DEEP.
3. WHERE BELL OF WYE AND SPIGOT OF EXISTING MAIN ARE NOT COMPATIBLE, USE A SECOND FLEXIBLE COUPLING.
4. RIGID COUPLINGS MAY BE USED IN LIEU OF FLEXIBLE COUPLINGS.
5. MAINTAIN 36" MINIMUM COVER FROM TOP OF SERVICE TO FINISH GRADE, WHERE NOT TECHNICALLY FEASIBLE, CONTACT BCWWS ENGINEERING.
6. PVC SERVICES SHALL BE INSTALLED IN ACCORDANCE WITH MINIMUM STANDARDS OF THE UNI-BELL HANDBOOK OF PVC PIPE DESIGN AND CONSTRUCTION, LATEST EDITION.

DWG NO.2A	WYE SEWER SERVICE CONNECTION	FIGURE 331
REVISED		

BROWARD COUNTY FLORIDA — WATER & WASTEWATER SERVICES

STANDARD DETAIL



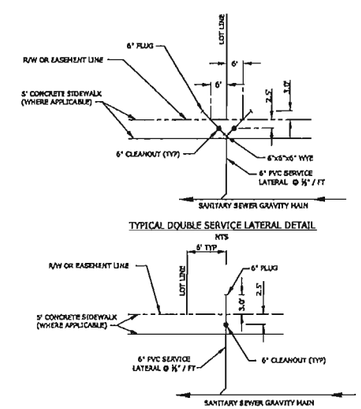
NOTES:

1. THE CLEAN OUT SHALL BE INSTALLED IN THE MIDDLE OF THE SIDEWALK. THIS DIMENSION WILL VARY DEPENDING UPON THE WIDTH OF THE SIDEWALK. 2.5' APPLIES TO 5' SIDEWALK WIDTH. IF SIDEWALKS DO NOT EXIST, THE CLEAN OUT SHALL BE INSTALLED 2.5' FROM THE RIGHT OF WAY LINE.
2. A NEW SECTION OF SIDEWALK SHALL BE POURED AROUND THE VALVE BOX WHEN WORKING IN AN AREA WITH EXISTING SIDEWALKS.
3. IN GRASS AREA USE 30"x30" CONCRETE COLLAR.

DWG NO.4A	SEWER SERVICE CONNECTION AT PROPERTY LINE OR EASEMENT LINE	FIGURE 341
REVISED		

BROWARD COUNTY FLORIDA — WATER & WASTEWATER SERVICES

STANDARD DETAIL



DWG NO.4B	SEWER SERVICE CONNECTION AT PROPERTY LINE OR EASEMENT LINE	FIGURE 342
REVISED		

WATER AND SEWER DETAILS 4

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FLORIDA LICENSED LANDSCAPE ARCHITECTURE BUSINESS No. C000114

The Estate Companies

TRION AT DANIA BEACH

DANIA BEACH BLVD & NORTH FEDERAL HIGHWAY
Dania Beach, FL 33004

PROJECT No:	05-0156-008-01
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DRAWING SCALE:	AS SHOWN

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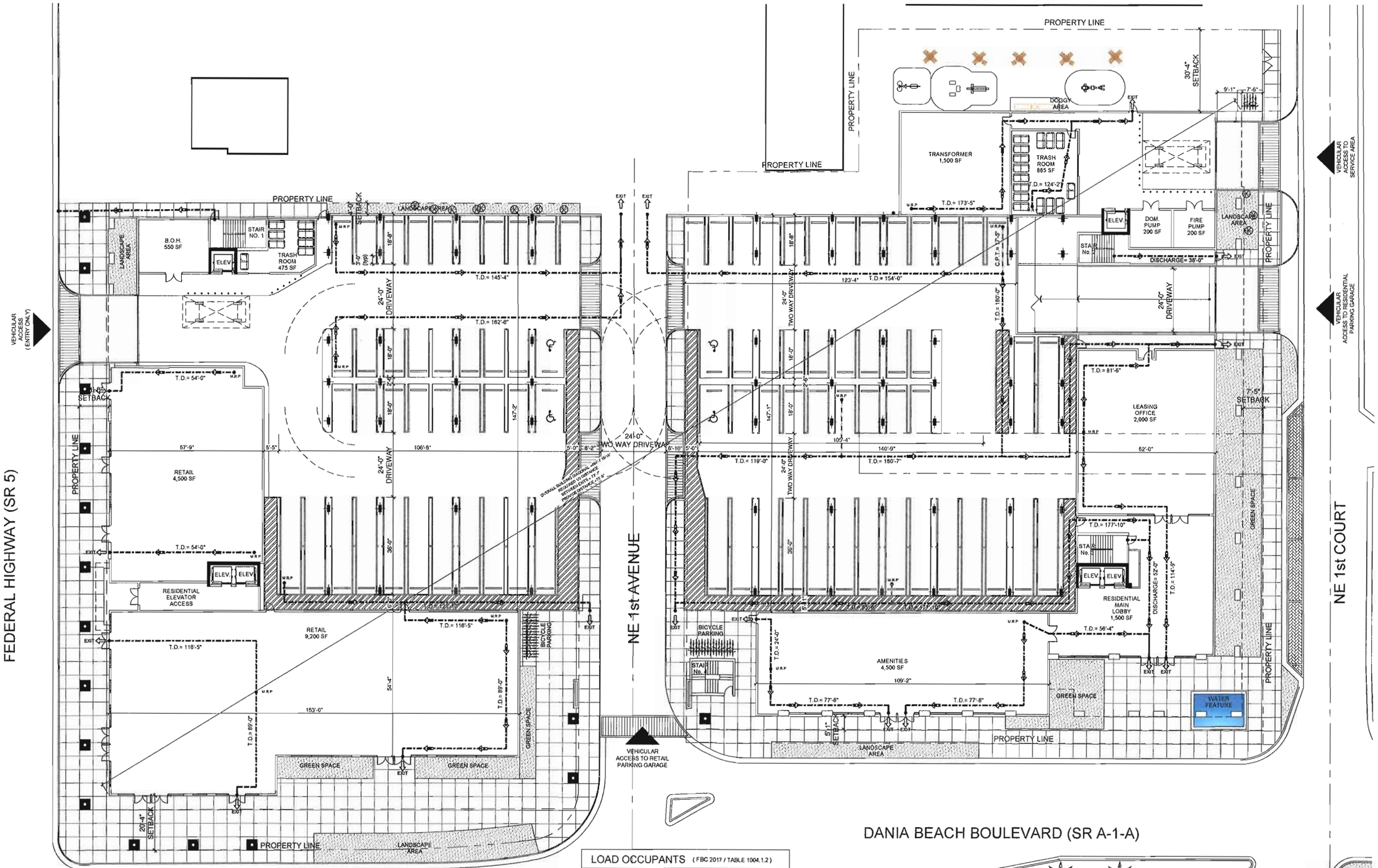

LEGEND

T.D. = TRAVEL DISTANCE TO EXIT

C.P.T. = COMMON PATH OF TRAVEL DISTANCE

LOAD OCCUPANTS (FBC 2017 / TABLE 1004.1.2)

Ground Level	Floor Area	No.of Occupants
PARKING AREA 1 OCCUP / 200 SF	42, 853 SF	214 OCCUPANTS
LEASING AREA 1 OCCUP / 100 SF	2, 000 SF	20 OCCUPANTS
RETAIL AREA 1 OCCUP / 100 SF	13, 600 SF	136 OCCUPANTS
OTHER AREAS		465 OCCUPANTS
TOTAL		835 OCCUPANTS

N

LS - GROUND FLOOR

SCALE: 1/16 = 1'-0"

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The Estate Companies

TRION AT DANIA BEACH

DANIA BEACH BLVD & NORTH FEDERAL HIGHWAY
Dania Beach, FL 33004

REV. #	DATE
1	01/23/20 DRC COMMENTS
2	
3	
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5	
6	

PROJECT No.:	
DESIGNED BY:	O.M.
DRAWN BY:	
CHECKED BY:	O.M.
ISSUE DATE:	12-09-2019
DRAWING SCALE:	AS SHOWN

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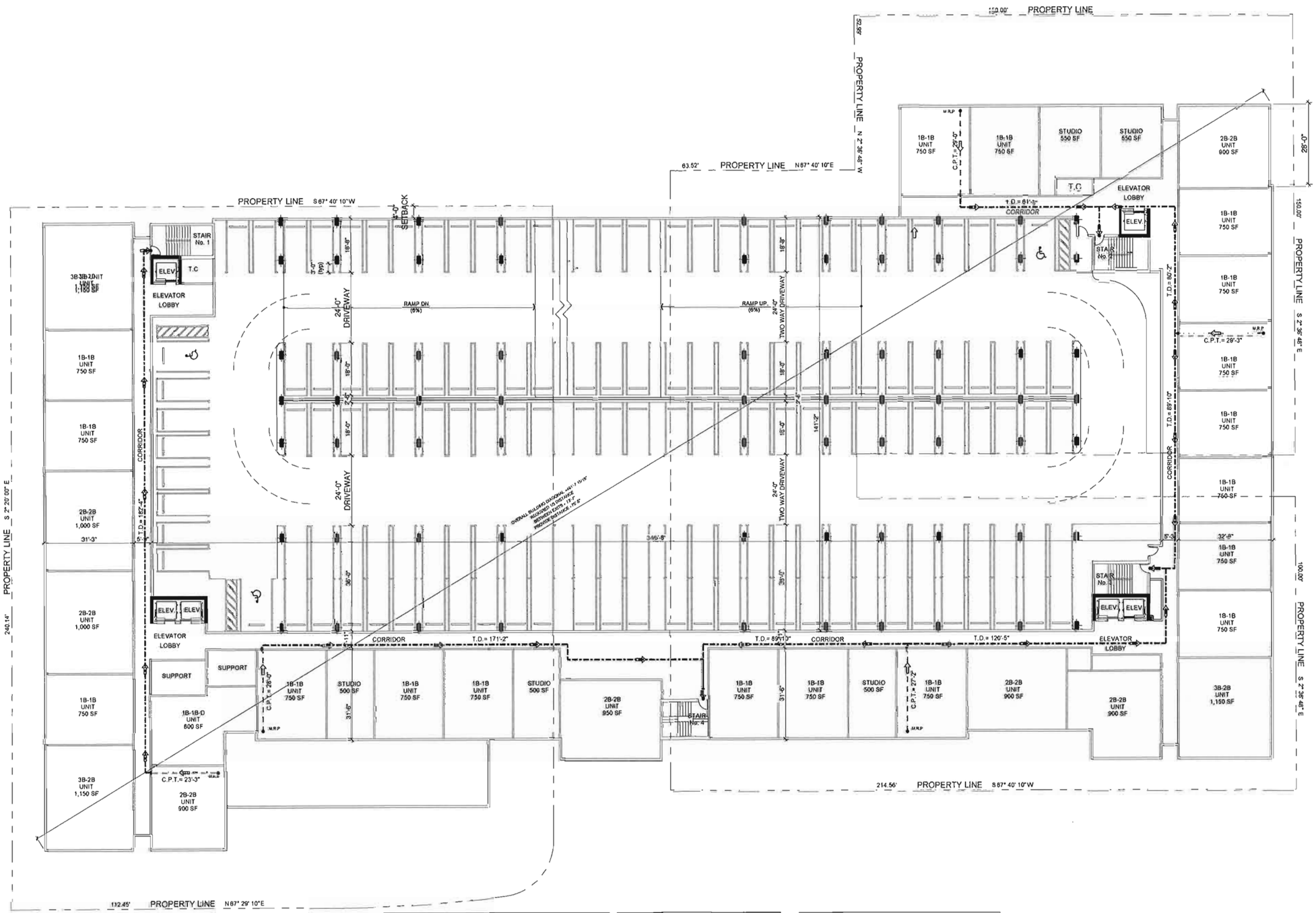
STATE OF FLORIDA
CARMEN T. DIAZ
REGISTERED ARCHITECT

LS-01



LOAD OCCUPANTS (FBC 2017 / TABLE 1004.1.2)		
2nd. & 3rd. Levels	Floor Area	No.of Occupants
APARTMENT GROSS AREA 1 OCCUP / 200 SF	26, 150 SF	170 OCCUPANTS
PARKING AREA 1 OCCUP / 200 SF	46, 562 SF	232 OCCUPANTS
TOTAL		402 OCCUPANTS

2ND & 3RD FLOOR	
NAME	COUNT
EFFICIENCY	5
UNIT A1/1	18
UNIT A1/1/D	1
UNIT B2/2	7
	3
	34

LEGEND

T.D. = TRAVEL DISTANCE TO EXIT

C.P.T. = COMMON PATH OF TRAVEL DISTANCE

N

2nd & 3rd LEVELS LIFE SAFETY PLAN

SCALE: 1/16 = 1'-0"

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Dania Beach, FL 33004

REV. #	DATE
1	01/23/20 DRC COMMENTS.
2	
3	
4	
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6	

PROJECT No.	
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ISSUE DATE:	12-09-2019
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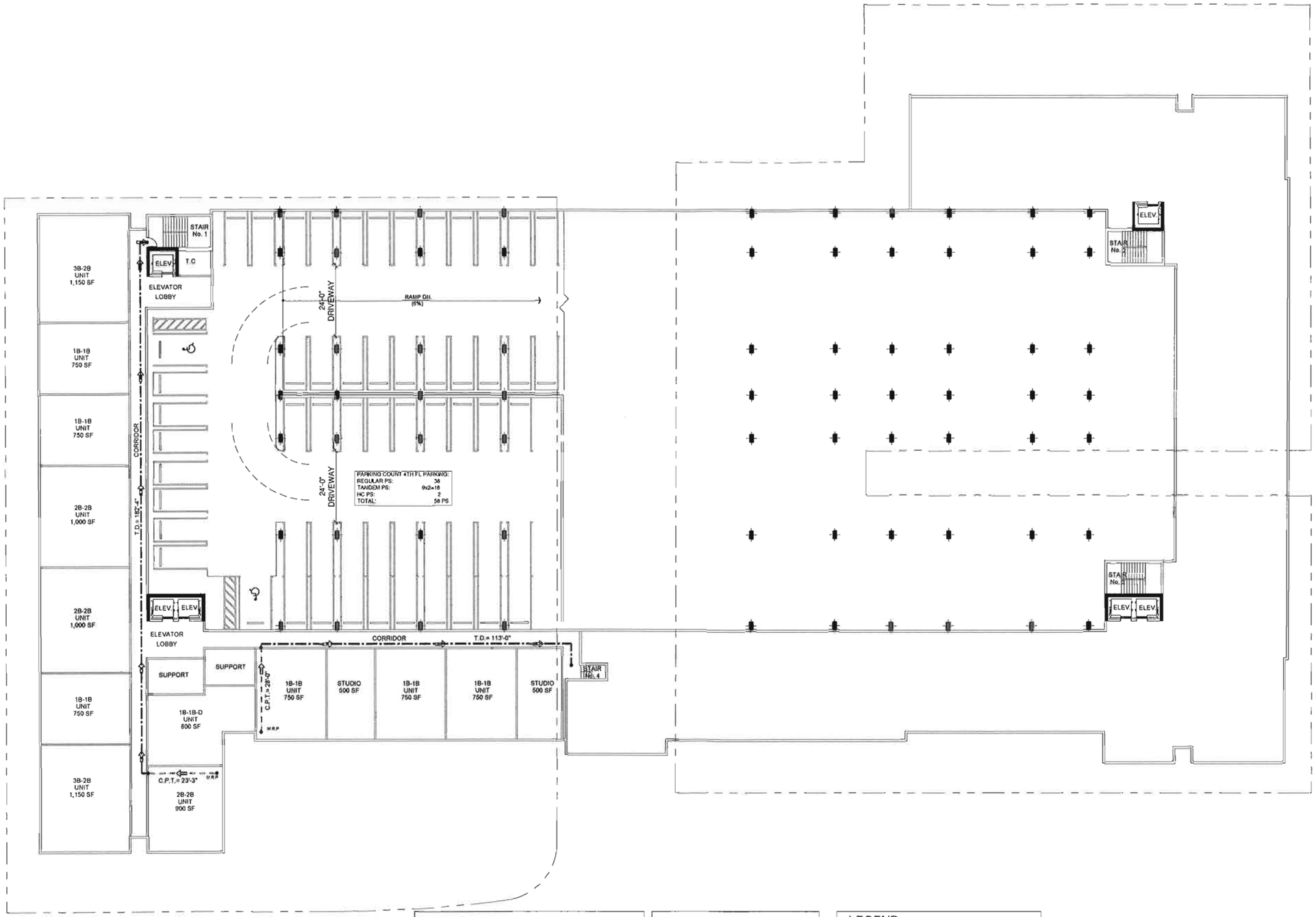
LS-02



LOAD OCCUPANTS (FBC 2017 / TABLE 1004.1.2)		
4th. Level	Floor Area	No.of Occupants
APARTMENT GROSS AREA 1 OCCUP / 200 SF	26, 150 SF	76 OCCUPANTS
PARKING AREA 1 OCCUP / 200 SF	16, 691 SF	93 OCCUPANTS
TOTAL		169 OCCUPANTS

4TH FLOOR	
NAME	COUNT
EFFICIENCY	2
UNIT A1/1	6
UNIT A1/1/D	1
UNIT B2/2	3
UNIT C3/2	2
TOTAL	14

LEGEND

T.D. = TRAVEL DISTANCE TO EXIT

C.P.T. = COMMON PATH OF TRAVEL DISTANCE

N

4th LEVEL LIFESAFETY PLAN

SCALE: 1/16 = 1'-0"

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The Estate Companies

TRION AT DANIA BEACH

DANIA BEACH BLVD & NORTH FEDERAL HIGHWAY
Dania Beach, FL 33004

REV. #	DATE
1	01/23/20 (DBC COMMENTS
2	
3	
4	
5	
6	

PROJECT No :	
DESIGNED BY:	O.M.
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ISSUE DATE:	12-09-2019
DRAWING SCALE:	AS SHOWN

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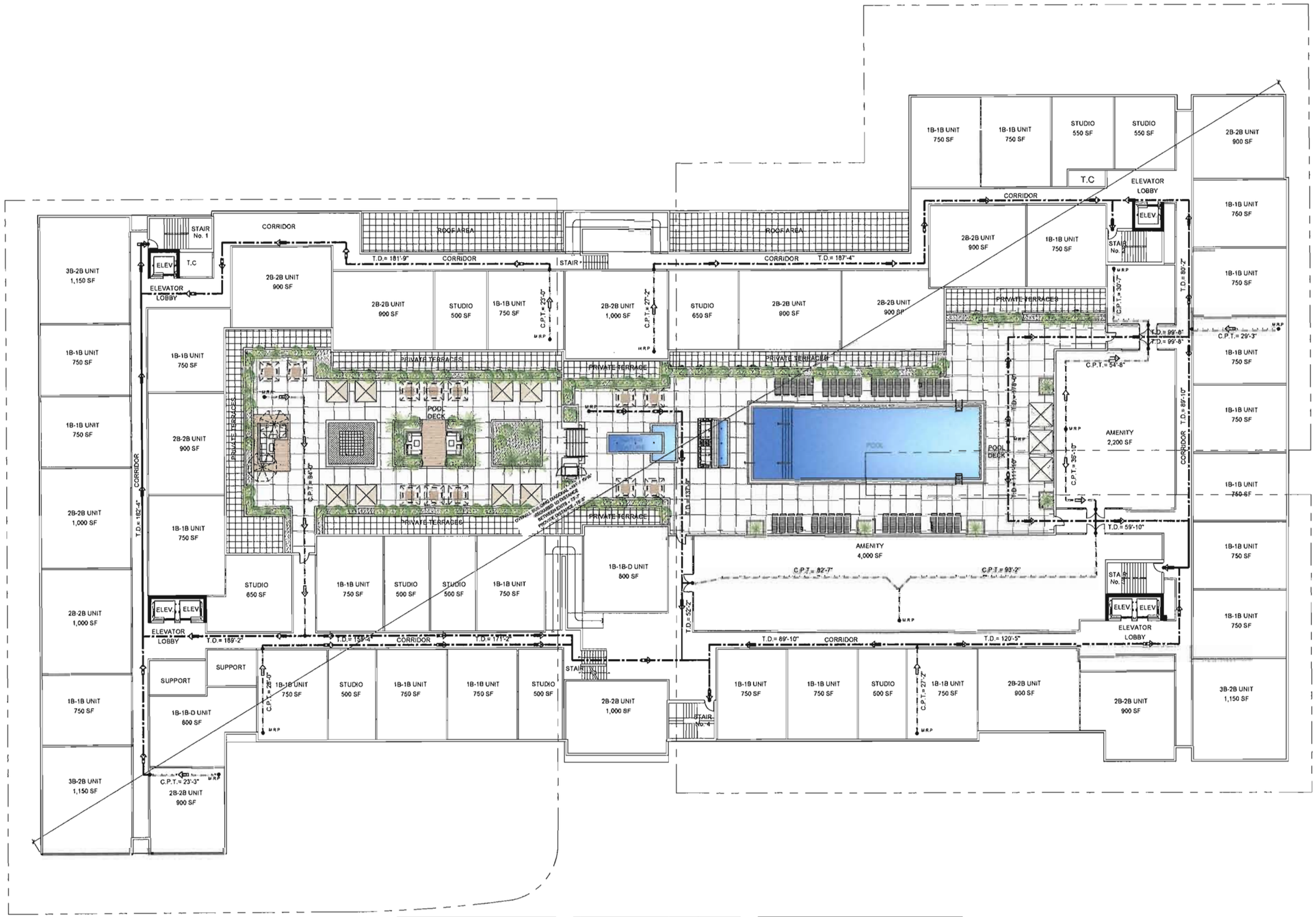
STATE OF FLORIDA REGISTERED ARCHITECT

1

LS-03



LOAD OCCUPANTS (FBC 2017 / TABLE 1004.1.2)		
5th. Level	Floor Area	No.of Occupants
APARTMENT GROSS AREA 1 OCCUP / 200 SF	53, 539 SF	267 OCCUPANTS
OTHER AREAS		487 OCCUPANTS
TOTAL		754 OCCUPANTS

5TH FLOOR	
NAME	COUNT
EFFICIENCY	10
UNIT A1/1	24
UNIT A1/1/D	2
UNIT B2/2	14
UNIT C3/2	3
TOTAL	53

LEGEND

T.D. = TRAVEL DISTANCE TO EXIT

C.P.T. = COMMON PATH OF TRAVEL DISTANCE

N

5th LEVEL LIFESAFETY PLAN

SCALE: 1/16 = 1'-0"

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The Estate Companies

TRION AT DANIA BEACH

DANIA BEACH BLVD & NORTH FEDERAL HIGHWAY
Dania Beach, FL 33004

REV. #	DATE
1	01/23/20 DRC COMMENTS
2	
3	
4	
5	
6	

PROJECT No :	
DESIGNED BY:	O.M.
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STATE OF FLORIDA
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AR 0090
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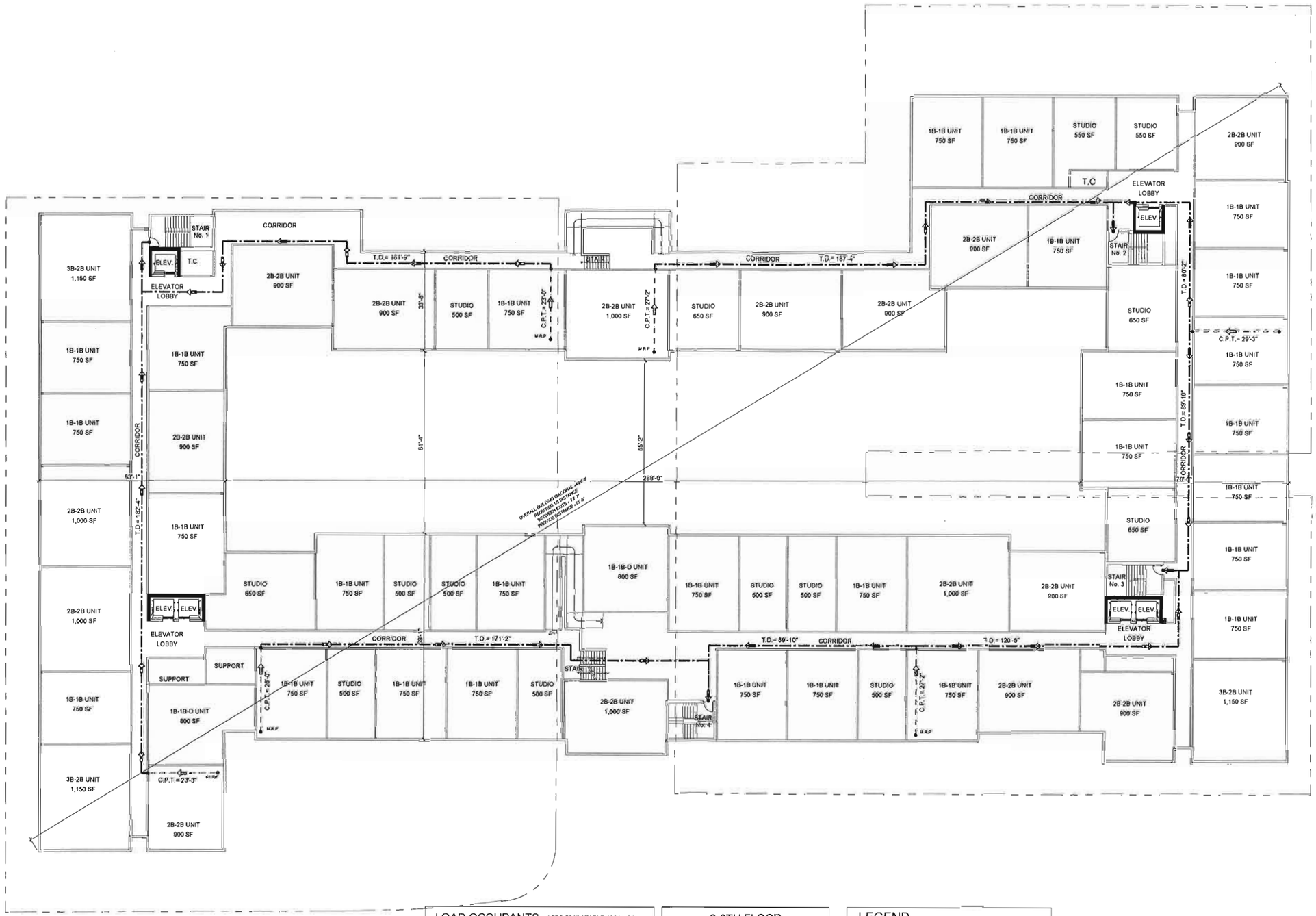
LS-04



LOAD OCCUPANTS (FBC 2017 / TABLE 1004.1.2)		
6th/7th/8th Levels	Floor Area	No.of Occupants
APARTMENT GROSS AREA 1 OCCUP / 200 SF	60, 419 SF	302 OCCUPANTS
TOTAL		302 OCCUPANTS

6-8TH FLOOR	
NAME	COUNT
EFFICIENCY	13
UNIT A1/I	28
UNIT A1/I/D	2
UNIT B2/2	17
UNIT C3/2	3
TOTAL	63

LEGEND

T.D. = TRAVEL DISTANCE TO EXIT

C.P.T. = COMMON PATH OF TRAVEL DISTANCE

N

6th TO 8th LEVELS LIFESAFETY PLAN

SCALE: 1/16 = 1'-0"

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The Estate Companies

TRION AT DANIA BEACH

DANIA BEACH BLVD & NORTH FEDERAL HIGHWAY
Dania Beach, FL 33004

REV. #	DATE
1	01/13/20 DRC COMMENTS
2	
3	
4	
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6	

PROJECT No :	
DESIGNED BY:	O.M.
DRAWN BY:	
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STATE OF FLORIDA
CARMENT DIAZ
REGISTERED ARCHITECT

LS-05

Life Safety Notes:

1- THIS IS A FULLY SPRINKLERED BUILDING. ALL SPACES, ROOMS, AND AREAS SHALL BE PROTECTED WITH AN AUTOMATIC FIRE SPRINKLER SYSTEM

2- THE FULLY SPRINKLERED PARKING LEVELS ARE TO COMPLY WITH ALL PROVISIONS OF THE FBC 2017 LATEST EDITION AND FFPC 2014 EDITION (NFPA 101 & LIFE SAFETY CODE, 2015 EDITION) AND MDRE SPECIFIC WITH FFPC 101:42.8 & NFPA 88A

3- ALL EXIT STAIR DOORS ARE 36" WIDE (32" CLEAR), TYPICAL

4- MAXIMUM ELEVATION CHANGE AT ALL BUILDING ENTRANCE DOORS, INCLUDING THRESHOLDS, SHALL BE EQUAL TO OR LESS THAN 1/2".

5- MINIMUM CORRIDOR WIDTH - 44"

6- RESIDENTIAL (R) OCCUPANCIES W/ SPRINKLER SYSTEM
(FFPC NFPA 101 30.2.5):
MAXIMUM DEAD END AT CORRIDORS = 50'-0"
MAXIMUM TRAVEL DISTANCE ALLOWED = 200'
MAXIMUM TRAVEL DISTANCE WITHIN THE UNIT = 125'
MAXIMUM COMMON PATH OF TRAVEL OUTSIDE UNITS = 50'

7-ASSEMBLY (A) W/ SPRINKLER SYSTEM
(FFPC NFPA 101 12.2.5)
MAXIMUM COMMON PATH FOR ANY NUMBER OF OCCUPANTS = 20'
MAXIMUM COMMON PATH WHEN LESS THAN 50 OCCUPANTS = 75'
MAXIMUM TRAVEL DISTANCE = 250'
MAXIMUM DEAD END CORRIDOR = 20'

8-(S-2 - ENCLOSED PARKING GARAGE) OCCUPANCY W/ SPRINKLER SYSTEM
(FFPC NFPA 101 42.8.2.5 & 42.8.2.8):
ORDINARY HAZARD (CLASSIFICATION OF HAZARD)
MAXIMUM COMMON PATH = 50'
MAXIMUM DEAD END = 50'
MAXIMUM TRAVEL DISTANCE = 200'

9- MAXIMUM DEAD END AT CORRIDORS ALLOWED = 20'-0"

10- MAXIMUM TRAVEL DISTANCE ALLOWED (B OFFICES W/ SPRINKLERS) = 300'
MAXIMUM COMMON PATH OF TRAVEL ALLOWED (B OFFICES W/ SPRINKLERS) = 100'

11- MAXIMUM TRAVEL DISTANCE ALLOWED (S-2 STORAGE) = 200'
MAXIMUM COMMON PATH OF TRAVEL ALLOWED (S-2 STORAGE) = 50'

F.E CALCULATION:
MAIN LOBBY/ 1PER 3000 SF (1000/ 3000 = 1 PROVIDED)
ELEVATOR LOBBY & CORRIDOR / 1PER 3000 SF (450 / 3000 = 1 PROVIDED)
MAXIM TRAVEL DISTANCE TO EXTINGUISHER = 75'

Life Safety Legend:

- EXIT SIGN
- (B) 90 MINUTE "B" LABEL DOOR WITH CLOSER
- (C) 45 MINUTE "C" LABEL DOOR WITH CLOSER
- 20 MINUTE DOOR WITH CLOSER
- 10 CUMULATIVE NO. OF OCCUPANTS ALONG THIS REQUIRED PATH OF EGRESS
- DIRECTION OF REQUIRED EGRESS
- FEC F.E.C. FIRE EXTINGUISHER IN CABINET
- (FE) F.E. FIRE EXTINGUISHER

GENERAL NOTES:

BUILDING ENTRANCES AND WALKING SURFACES IN MEANS OF EGRESS SHALL BE ON AN ACCESSIBLE ROUTE WITH CHANGES IN ELEVATION NOT EXCEEDING 1/4". CHANGES IN ELEVATION GREATER THAN 1/4" BUT NOT EXCEEDING 1/2" SHALL BE BEVELED WITH A SLOPE OF 1 IN 2 AS PER FFPC 101 7.1.8.2

THE SLOPE OF A WALKING SURFACE IN THE DIRECTION OF TRAVEL SHALL NOT EXCEED 1 IN 20, UNLESS THE RAMP REQUIREMENTS ARE MET AS PER FFPC 101 7.1.6.3

THE SLOPE PERPENDICULAR TO THE DIRECTION OF TRAVEL SHALL NOT EXCEED 1 IN 48 AS PER FFPC 101 7.1.6.3

ALL ACCESSIBLE MEANS OF EGRESS REQUIRE A HARD SURFACE THAT IS MINIMUM OF 36" WIDE OR 44" IF THE OCCUPANT LOAD IS GREATER THAN 50 PERSONS.

WALKING SURFACES OF THE MEAN OF EGRESS SHALL HAVE A SLIP- RESISTANCE SURFACE AND SECURELY ATTACHED,AS PER F.B.C. 1003.4. SHOW COMPLIANCE WITH ASTM D2047 OR ANSI A137.1.

NEW BUILDINGS SHALL COMPLY WITH "IN BUILDING PUBLIC SAFETY RADIO ENHANCEMENT SYSTEM" IN ACCORDANCE WITH FFPC 1:11.10. AS PER MDFR POLICY, THIS BUILDING IS EQUIPED WITH A ROOM, 2-HR. FIRE PROTECTED WITH EMERGENCY POWER & AIR CONDITIONING FOR EQUIPMENT INSTALLATION AT TOP LEVEL (ROOF) AND A 2-HOUR FIRE RATED VERTICAL SHAFT ALL THE WAY DOWN TO GROUND LEVEL WITH ACCESS PANEL AT EVERY LEVEL FOR FUTURE USE .

THE PROPOSED BUILDING DESIGN WILL PROVIDE 99% FLOOR AREA RADIO COVERAGE IN CRITICAL AREAS AS DESCRIBED IN NFPA 72 (2010) 24.5.2.2.1 AND 90% FLOOR AREA RADIO COVERAGE IN GENERAL BUILDINGS AREAS AS DESCRIBED IN NFPA 72 (2010) 24.5.2.2.2" OR A TWO-WAY RADIO COMMUNICATION ENHANCEMENT SYSTEM SHALL BE INSTALLED AS REQUIRED BY FLORIDA FIRE PREVENTION CODE (FIFTH EDITION) NFPA 1, 11.10.

PROFESSIONAL ENGINEER IN RADIO COVERAGE AND RADIO ENHANCEMENTS SYSTEMS WILL PROVIDE SEPARATE PERMIT WITH THE REQUIRED RADIO SIGNAL LEVEL TESTING GRID FOR EACH FLOOR LEVEL THAT CONTAINS A GRID AS DESCRIBED IN NFPA 72 (2010) A.14.4.12.1.3 FOR THE NECESSARY TESTING THAT WILL BE REQUIRED PRIOR TO ISSUANCE OF A C.O. OR FOR THE TWO WAY COMMUNICATION ENHANCEMENT SYSTEM

BUILDING TYPE / OCCUPANCY / AREAS / HEIGHT

MIXED USED BUILDING

		REQUIRED	PROVIDED	
OCCUPANCY:	RESIDENTIAL GROUP (R-2)			FBC CHAPTER 3
CONSTRUCTION TYPE:	TYPE I-B			FBC TABLE 503
AREA:		Unlimited	PROVIDED - 511,779 SF.	
HEIGHT		11 STORIES	PROVIDED - 8 STORIES	
OCCUPANCY:	ASSEMBLYGROUP (A-1)			FBC CHAPTER 3
AREA		Unlimited	PROVIDED - 15,600 SF.	
HEIGHT		5 STORIES	PROVIDED - 1STORY	

FIRE RESISTANCE RATING OF BUILDING ELEMENTS FBC TABLE 601 TYPE I-B:

BUILDING ELEMENT:	F.R. REQUIRED:	F.R. PROVIDED:	METHOD TO CALCULATE FIRE RATING:
PRIMARY STRUCTURAL FRAME COLUMNS CONC & STEEL COLUMNS	2 HR	2HR	FBC 721 PRESC. & 722 CALCULATED SEE COLUMNS R/C FIRE RESISTANCE
BEARING WALLS EXTERIOR & INT SHEAR WALLS ONLY	2 HR	2HR	FBC 721 PRESCP. & 722 CALCULATED SEE BEARING WALLS / FIRE RESISTANT
NONEBEARING WALLS AND PARTITIONS EXTERIOR	TABLE 602 (SEE CHART ABOVE FOR NONEBEARING WALLS EXTERIOR)		
NONEBEARING WALLS AND PARTITIONS INTERIOR	0 HR	NONE	
FLOOR CONSTRUCTION AND ASSOCIATED SECONDARY MEMBERS	2 HR	2 HR	FBC 721 PRESCP. & 722 CALCULATED SEE SLAB / FIRE RESISTANT
ROOF CONSTRUCTION AND ASSOCIATED SECONDARY MEMBERS	1 HR	1 HR	GARAGE LAST SLAB IS FLOOR, NO ROOF

ALTERNATIVE METHODS FOR DETERMINING FIRE RESISTANCE FBC 703.3:

A) PRESCRIPTIVE DESIGNS OF FIRE-RESISTANCE-RATED BUILDING ELEMENTS, COMPONENTS OR ASSEMBLIES AS PRESCRIBED IN SECTION 721 AND BASED ON FIRE EXPOSURE ACCEPTANCE CRITERIA SPECIFIED IN ASTM E 119

B) CALCULATIONS IN ACCORDANCE WITH SECTION 722
CALCULATED FIRE RESISTANCE OF CONCRETE IN THIS SECTION SHALL BE PERMITTED IN ACCORDANCE WITH ACI 218.1/TMS 0218

GENERAL NOTES:
- THE BUILDING IS EQUIPPED THROUGHOUT WITH AN AUTOMATIC SPRINKLER SYSTEM.
- THE BUILDING IS EQUIPPED THROUGHOUT WITH A FIRE ALARM SYSTEM.
- MAX LEVEL CHANGE AT ALL EXTERIOR DOORS SHALL NOT BE GREATER THAN 1/4" MAX.
- LOW VOLTAGE PLANS INDICATING ACCESS CONTROL UNDER SEPARATE PERMIT
- FIRE PUMP TO BE SUPERVISED BY THE BUILDING FIRE ALARM SYSTEM IN ACCORDANCE WITH NFPA 20:10.4.7. & 12.4.2.2. (FIRE ALARM UNDER SEPARATE PERMIT.)
- WP EMERGENCY LIGHTS TO PROVIDE 1' FOOTCANDLE MINIMUM AS PER FBC 2017
- ALL DOORS ON GARAGE WALL SEPARATING APARTMENT BUILDING TO BE 1-1/2 HR. RATED.
- ALL DOORS AND GATES SERVING ROOMS/AREA WITH OCCUPANT LOADS OF 100 OR MORE SHALL BE PROVIDED WITH PANIC HARDWARE.
- DOOR AND GATES SERVING ROOMS/AREAS WITH OCCUPANT LOADS OF 50 OR MORE SHALL SWING WITH EGRESS.

EXIT CALCULATIONS: FBC 1005.3.1	STAIR DOOR CLEARANCE
STAIR No. 1: 60" CLEAR WIDTH / .3" = 200 PERSONS STAIR No. 2: 60" CLEAR WIDTH / .3" = 200 PERSONS STAIR No. 3: 60" CLEAR WIDTH / .3" = 200 PERSONS STAIR No. 4: 60" CLEAR WIDTH / .3" = 200 PERSONS	36" DOOR WIDTH NUMBER OF OCCUPANTS = 34" CLEAR WIDTH / 0.2= 170 PERSONS EACH DOOR
TOTAL = 800 PERSONS TOTAL CAPACITY	680 PERSONS

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DANIA BEACH BLVD & NORTH FEDERAL HIGHWAY
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1	01/23/20 DRC COMMENTS
2	
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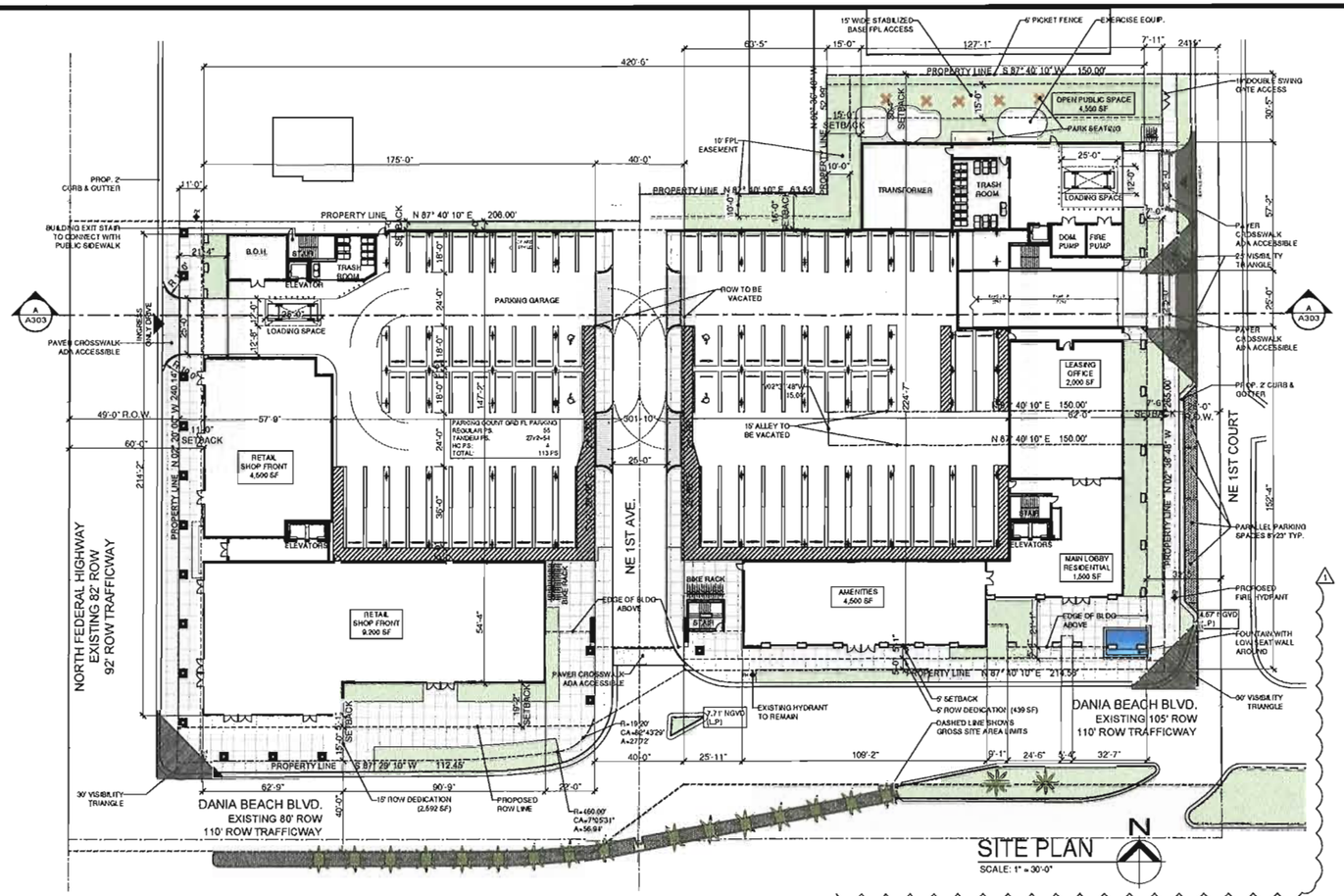
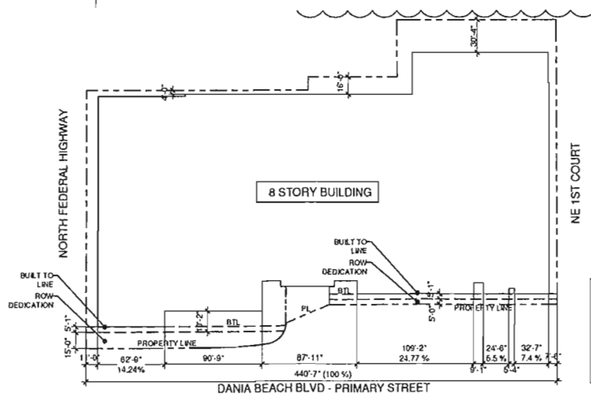
LS-06



LOCATION MAP
N.T.S.



BUILDING PLACEMENT DIAGRAM
N.T.S.

BUILDING PLACEMENT CALCULATION	
62'-9"	(14.24%)
109'-2"	(24.77%)
24'-6"	(5.53%)
32'-7"	(7.43%)
229'-0"	(51.97%) OF 440'-7" (100%)

SITE DATA

JURISDICTION:	CITY OF DANIA BEACH, FLORIDA	
LAND USE DESIGNATION:	RAC - REGIONAL ACTIVITY CENTER	
ZONING DISTRICT:	CC - CITY CENTER	
GROSS SITE AREA:	148,547 SF (3.41 AC)	
(INCLUDES TO CENTER LINE OF ADJ ROW)		
R/W DEDICATION:	3,665 SF (0.08 AC)	
NET SITE AREA:	102,851 SF (2.36 AC)	
	APPROVED RESOLUTION	PROPOSED
PERVIOUS AREA (REQUIRED 10 %)	12,053 SF (0.28 AC) 11.74 %	11,194 SF (0.25 AC) 10.90 %
IMPERVIOUS AREA	90,598 SF (2.08 AC) 88.26 %	91,457 SF (2.09 AC) 89.09 %
VEHICULAR USE AREA		2,650 SF (0.06 AC)
COMMON OPEN SPACE		15,030 SF (0.34 AC)
TOTAL EXISTING BUILDING AREA:		2,634 SF (0.06 AC)
TOTAL PROPOSED BUILDING AREA:		85,932 SF (1.97 AC)
RETAIL:		13,600 SF
	APPROVED	PROPOSED
NUMBER OF DWELLING UNITS:	300 UNITS	340 UNITS
	APPROVED	PROPOSED
FAR (2.36 AC):	3.39	3.48
	APPROVED	PROVIDED
DENSITY (3.41 AC GROSS AREA):	88 DU/AC	99.8 DU/AC

BUILDING HEIGHT:	APPROVED		PROPOSED	
	WEST PORTION	EAST PORTION	WEST PORTION	EAST PORTION
NUMBER OF STORIES:	8 STORIES	8 STORIES	8 STORIES	8 STORIES
BUILDING HEIGHT:	83'-2"	87'-2"	83'-0"	85'-1"

SEC. 303-40.L: BUILDING PLACEMENT	APPROVED		PROPOSED	
	WEST PORTION	EAST PORTION	WEST PORTION	EAST PORTION
NORTH	2.3'	15.0' / 30.2'	4'-0"	16'-0"/ 30'-4"
EAST	N/A	7.0' / 7.4'	N/A	7'-0"/ 7'-8"
WEST	10.7' / 11.1'	N/A	11'-0"	N/A
SOUTH	5.1'	5.0' / 5.5'	5'-1" / 19'-2"	5'-1"

SEC. 303-4: MINIMUM LOT AREA	APPROVED	PROPOSED
WIDTH (EAST-WEST)	440'	440'
DEPTH (NORTH-SOUTH)	207'	207'

SEC. 230-40: MINIMUM FLOOR AREA	APPROVED	PROPOSED
EFFICIENCY	519 SF MIN.	500 SF MIN.
1 BEDROOM	751 SF MIN.	750 SF MIN.
1 BEDROOM W/ DEN	827 SF MIN.	750 SF MIN.
2 BEDROOM	970 SF MIN.	900 SF MIN.
3 BEDROOM		1,150 SF MIN.

SEC. 265-50: OFF STREET PARKING	REQUIRED	PROVIDED
1.0 SPACES / EFFICIENCY :	64 x 1.00 = 64	
1.25 SPACES / 1 BEDROOM:	170 x 1.25 = 212.5	
1.75 SPACES / 2-3 BEDROOM :	106 x 1.75 = 185.5	
GUESS PARKING (0.2 PER UNIT)	68	
SUB-TOTAL:	530	
100% OF TOTAL PARKING REQ.	530 (1)	
WEEKDAY, MIDNIGHT TO 6 AM)		
1 SPACE / 300 SF OF RETAIL (12,926 SF):		
SUB-TOTAL:	(RETAIL 13,600 SF) 46	
5% OF TOTAL PARKING REQ.	3 (1)	
WEEKDAY, MIDNIGHT TO 6 AM)		
GRAND TOTAL:	533	543
HANDICAP SPACES	13	13
LOADING SPACES (12x25')	1	2
PARALLEL SPACES (Not Included in Total)	0	4

(1) PARKING REDUCTION FOR MIXED USE PER SECTION 265-90

FRONTAGE TYPES:				
STREET	TYPE	REQUIRED BTL	APPROVED RESOLUTION	PROPOSED
N FEDERAL HIGHWAY (US 1)	FRONT STREET-SHOP FRONT	0'-5'	10.7' - 11.1'	11.0'
DANIA BEACH BLVD.	FRONT STREET-SHOP FRONT	0'-5'	5.0' - 5.5'	5'-0"/19'-2"/5'-0"/5'-5"
NE 1ST COURT	CORNER STREET	0'-5'	7.0' - 7.5'	7.5'

DENSITY INCENTIVES CALCULATION	DENSITY ALLOWED	# UNITS
DENSITY (3.41 AC GROSS AREA)	50 DU / AC	171 DU
PUBLIC OPEN SPACE INCENTIVE (SEC. 305-36 (B)) - 4,550 SF PROVIDED	30 DU / AC	102 DU
SUSTAINABILITY DESIGN BONUS (SEC. 305-50 (G) (1))	28 DU / AC	95 DU
TOTAL	108 DU / AC	368 DU

	PARKING BREAKDOWN				UNIT BREAKDOWN						
LEVEL	REGULAR PS	HC - PS	TANDEM PS	TOTAL PS PER FLOOR	EFFICIENCY (500 SF)	EFFICIENCY (+500 SF)	1B/1B UNIT (750 SF)	1B/1B/D UNIT (800 SF)	2B/2B UNIT (900 SF)	3B/3B UNIT (1,150 SF)	TOTAL UNITS
GROUND	55	4	27 x 2 = 54	113							
1.5	37	1	17 x 2 = 34	72	3		9		3	1	16
2.0	91	3	28 x 2 = 56	150	5		18	1	7	3	34
3.0	91	3	28 x 2 = 56	150	5		18	1	7	3	34
4.0	38	2	9 x 2 = 18	58	2		6	1	3	2	14
5.0					8	2	24	2	14	3	53
6.0 TO 8.0					10 x 3 = 30	3 x 3 = 9	28 x 3 = 84	2 x 3 = 6	17 x 3 = 51	3 x 3 = 9	63 x 3 = 189
					53	11	159	11	55	21	
TOTAL	312	13	109 x 2 = 218	543	64 = 18.82 %		40.76 %	3.23 %	25 %	6.19 %	340 UNITS
	543 PS TOTAL PROVIDED (434 STALLS)				TOTAL PS REQ. FOR RESID. = 530 PS MIN. REQ.						

MIXED USE SHARED PARKING CALCULATIONS (SEC. 265-90-(D)):					
	WEEKDAY			WEEKEND	
USE	NIGHT	DAY	EVENING	DAY	EVENING
	MIDNIGHT TO 6 AM	9 AM TO 6 PM	6 PM TO MIDNIGHT	9 AM TO 6 PM	6 PM TO MIDNIGHT
RESIDENTIAL	100 %	60 %	90 %	80 %	90 %
(530 SPACES)	530 SPACES	318 SPACES	477 SPACES	424 SPACES	477 SPACES
COMMERCIAL / RETAIL	5 %	70 %	70 %	100 %	70 %
(46 SPACES)	3 SPACES	33 SPACES	33 SPACES	46 SPACES	33 SPACES
TOTAL	533 PS	351 PS	510 PS	470 PS	510 PS

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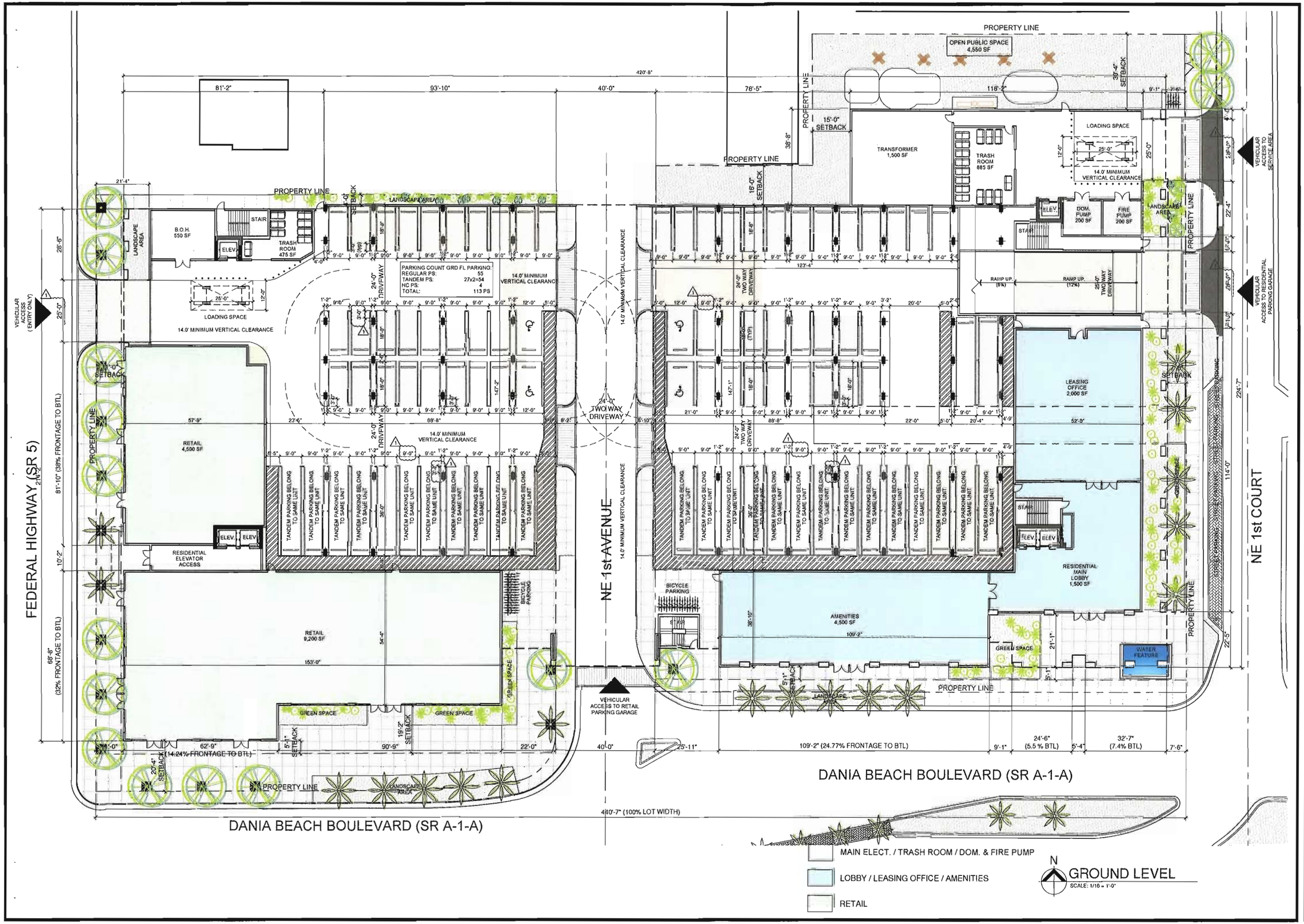

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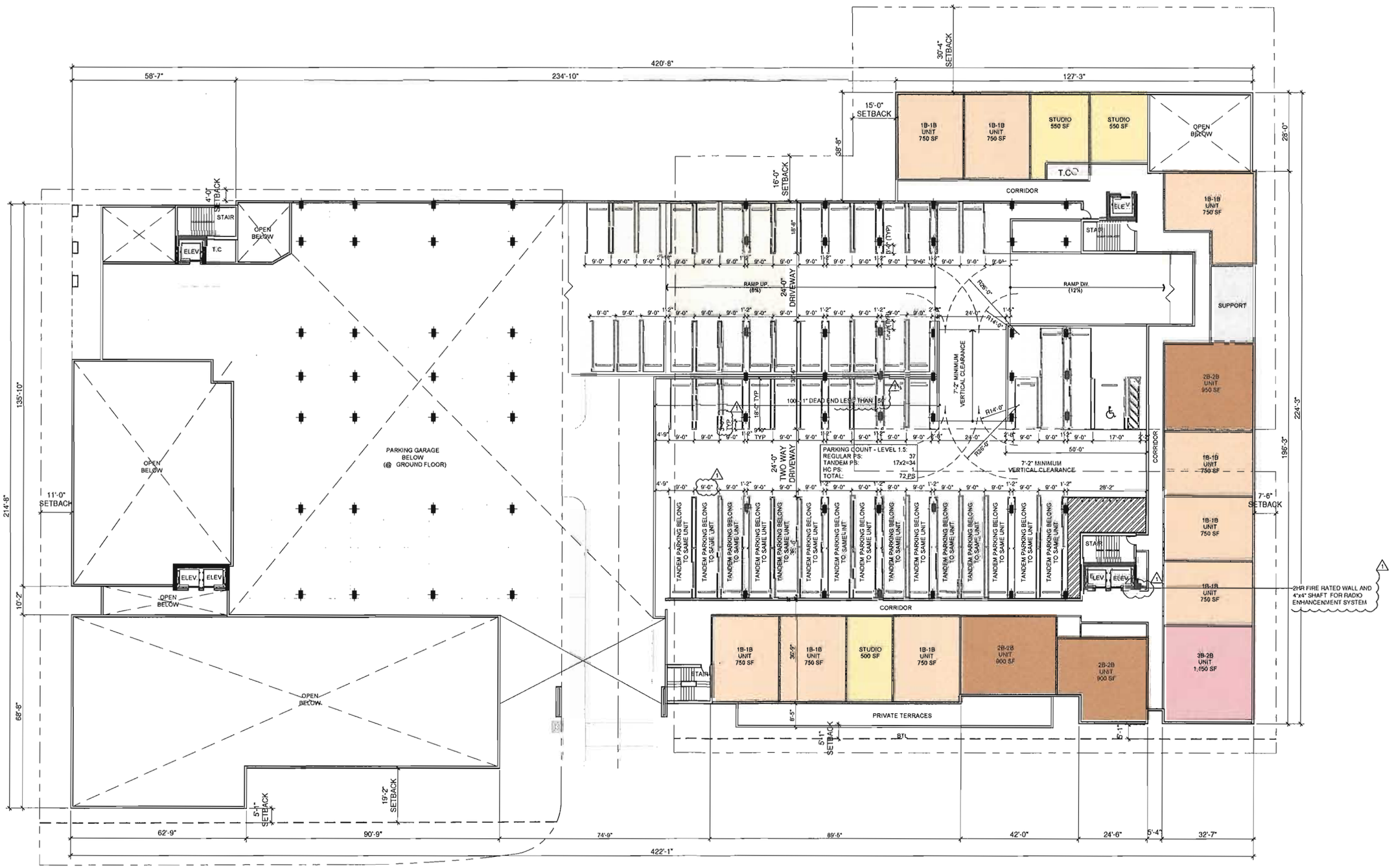

1.5 FLOOR	
NAME	COUNT
EFFICIENCY	3
UNIT A1/1	9
UNIT B2/2	3
UNIT C3/2	1
TOTAL	16

EFFICIENCY
1B-1B UNIT
1B-1B-D UNIT
2B-2B UNIT
3B-2B UNIT
SUPPORT/ T.C

N

LEVEL 1.5 FLOOR PLAN

SCALE: 1/16 = 1'-0"

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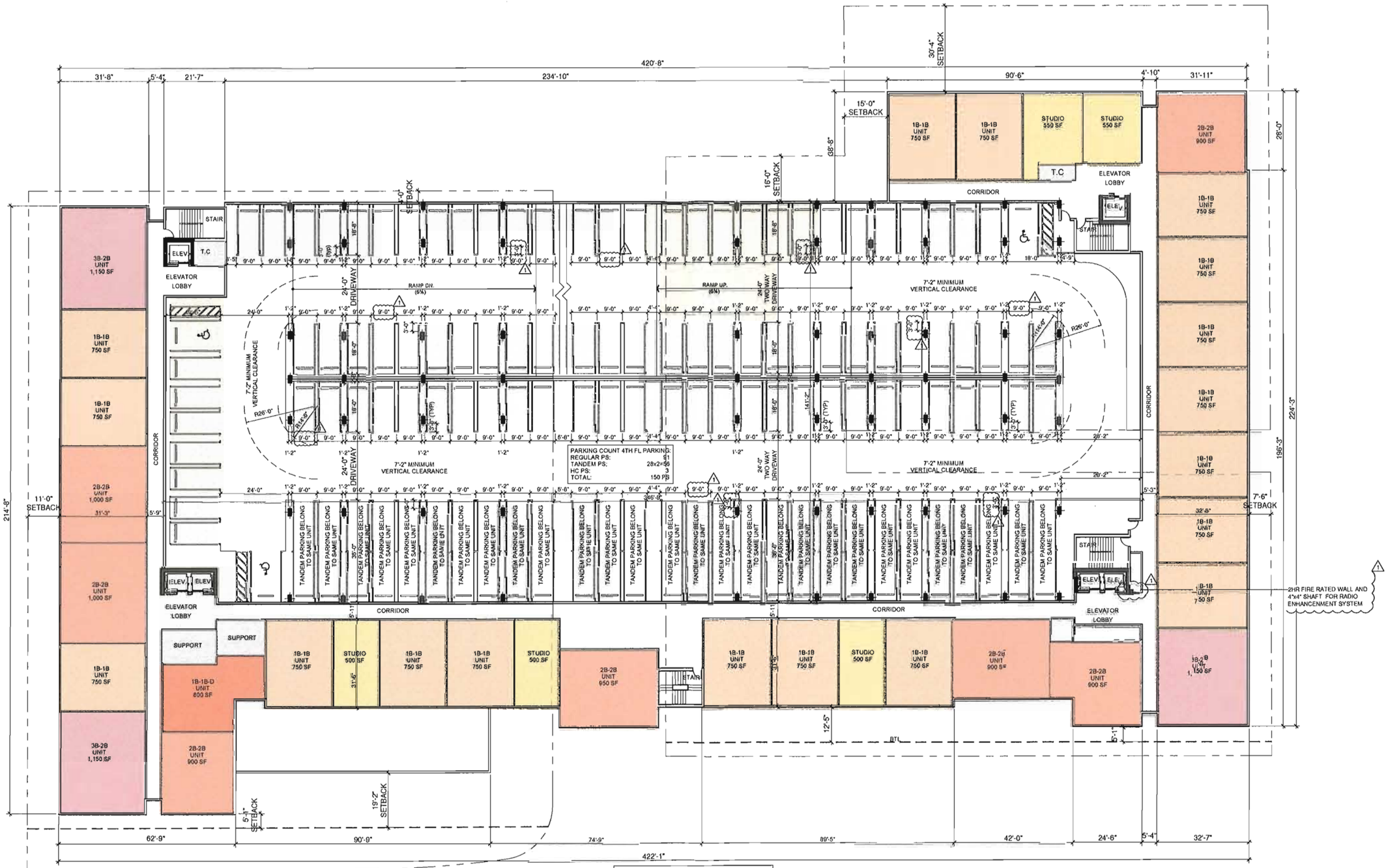

2ND & 3RD FLOOR	
NAME	COUNT
EFFICIENCY	5
UNIT A1/1	18
UNIT A1/1/D	1
UNIT B2/2	7
UNIT C3/2	3
TOTAL	34

EFFICIENCY
1B-1B UNIT
1B-1B-D UNIT
2B-2B UNIT
3B-2B UNIT
SUPPORT/ T.C

N

SECOND & THIRD FLOOR PLAN

SCALE: 1/16 = 1'-0"

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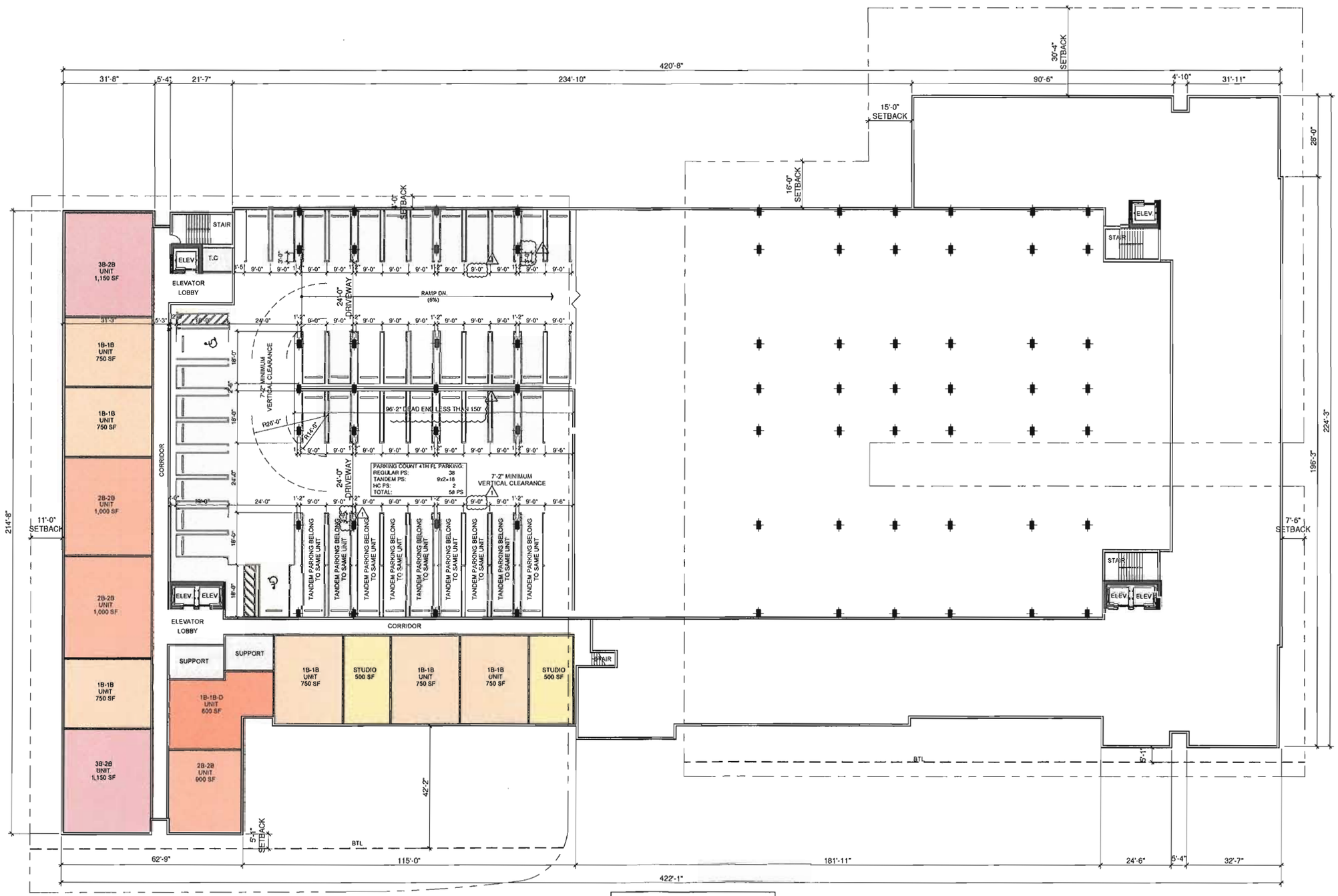

4TH FLOOR	
NAME	COUNT
EFFICIENCY	2
UNIT A1/1	6
UNIT A1/1/D	1
UNIT B2/2	3
UNIT C3/2	2
TOTAL	14

EFFICIENCY
1B-1B UNIT
1B-1B-D UNIT
2B-2B UNIT
3B-2B UNIT
SUPPORT/ T.C

N

4TH FLOOR PLAN

SCALE: 1/16 = 1'-0"

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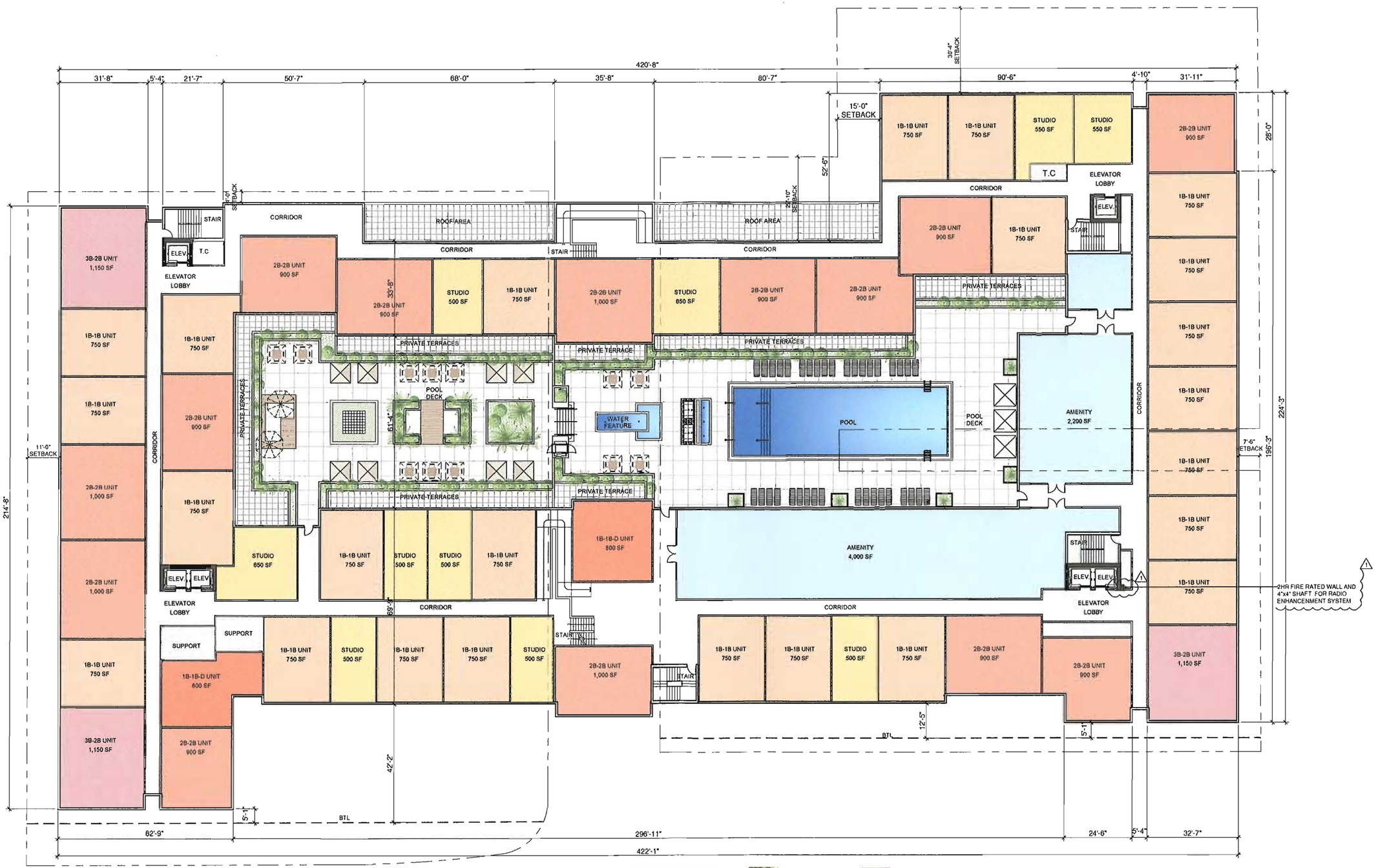

5TH FLOOR	
NAME	COUNT
EFFICIENCY	10
UNIT A1/1	24
UNIT A1/1/D	2
UNIT B2/2	14
UNIT C3/2	3
TOTAL	53

- EFFICIENCY
- 1B-1B UNIT
- 1B-1B-D UNIT
- LOBBY / LEASING OFFICE / AMENITIES
- 2B-2B UNIT
- 3B-2B UNIT
- SUPPORT/ T.C

N

5TH FLOOR PLAN

SCALE: 1/16 = 1'-0"

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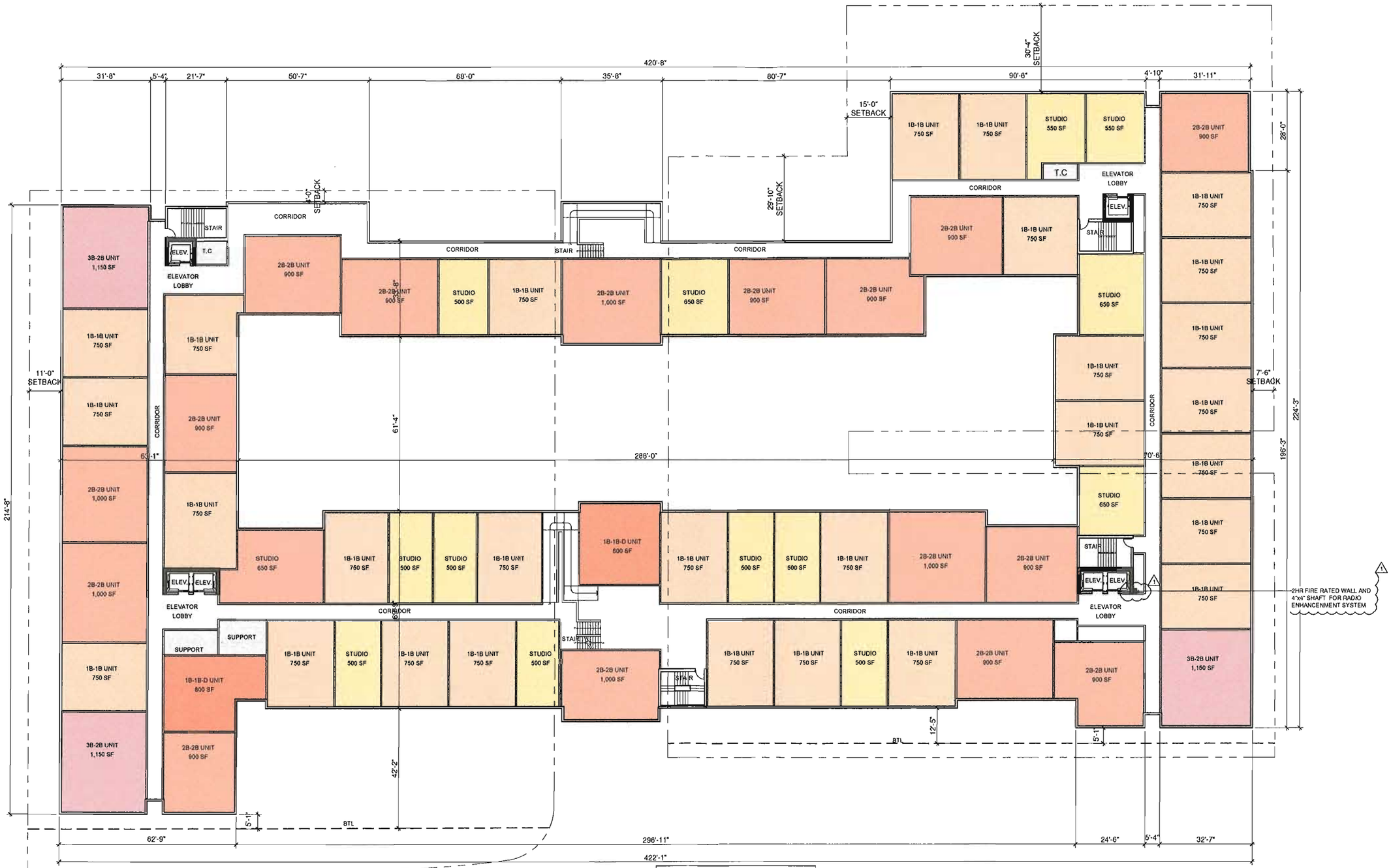

6-8TH FLOOR	
NAME	COUNT
EFFICIENCY	13
UNIT A1/1	28
UNIT A1/1/D	2
UNIT B2/2	17
UNIT C3/2	3
TOTAL	63

EFFICIENCY
1B-1B UNIT
1B-1B-D UNIT
2B-2B UNIT
3B-2B UNIT
SUPPORT/ T.C

N

6TH TO 8TH FLOOR PLAN

SCALE: 1/16 = 1'-0"

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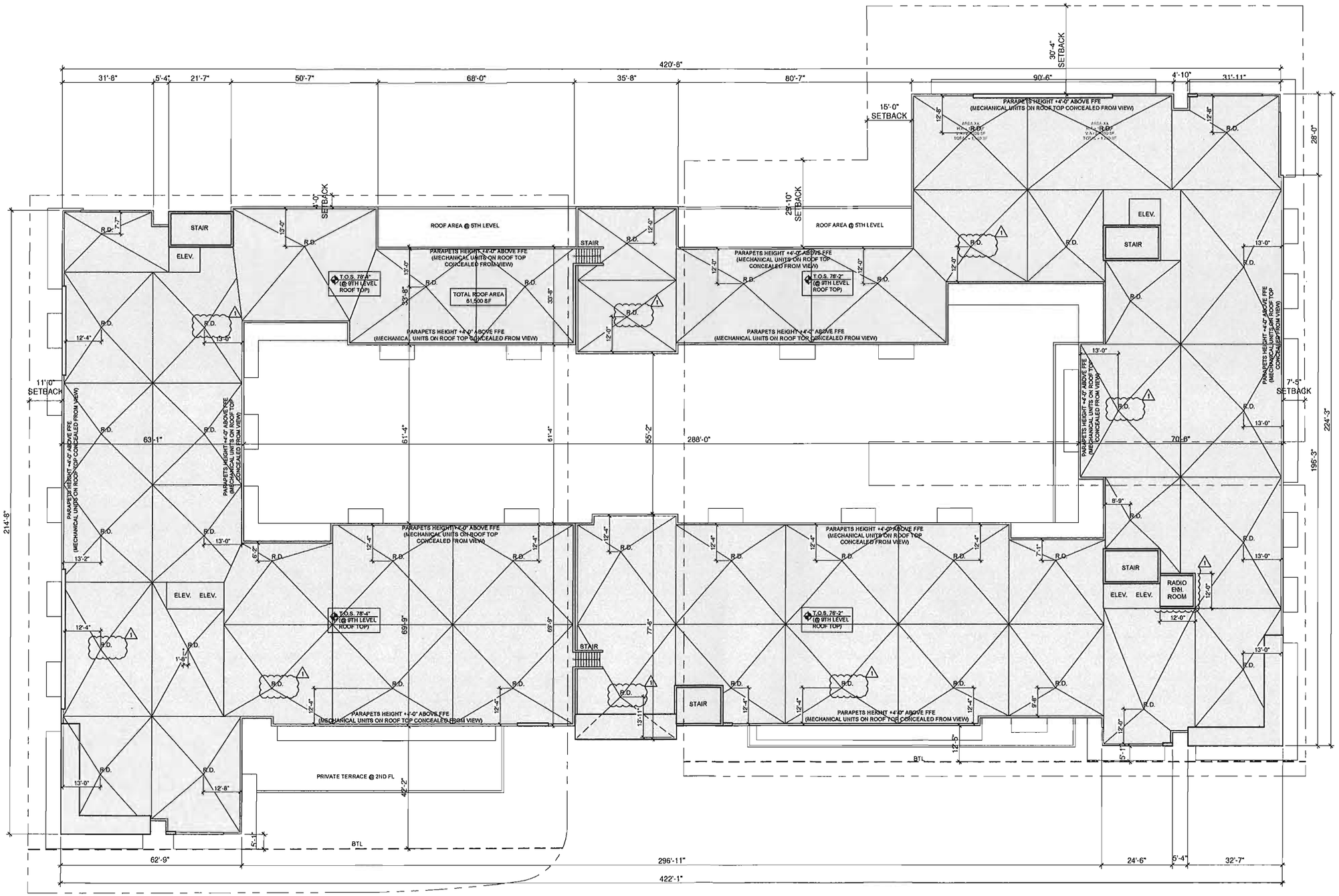

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ROOF LEVEL

SCALE: 1/16 = 1'-0"

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TEL: (305) 669-5040
FAX (305) 669-5041

STATE OF FLORIDA
CARMEN T. DIAZ
AR 96200
REGISTERED ARCHITECT

12-09-2019

A-107

WEST ELEVATION - NORTH FEDERAL HIGHWAY

SCALE: 1/16 = 1'-0"

EAST ELEVATION - NE 1ST COURT

SCALE: 1/16 = 1'-0"

ELEVATIONS - OPTION 2

CAYMARES MARTIN
Architectural &
Engineering Design
AA 26001552 CA 27138
5001 SW 74th Ct. Ste 100 Miami, FL 33155
Ph: (305) 669-5040 Fax: (305) 669-5041
www.caymardesign.com

The Estate Companies

TRION AT DANIA BEACH

DANIA BEACH BLVD & NORTH FEDERAL HIGHWAY
Dania Beach, FL 33004

REV. #	DATE
1	
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PROJECT No.:	
DESIGNED BY:	O.M.
DRAWN BY:	
CHECKED BY:	O.M.
ISSUE DATE:	12-09-2019
DRAWING SCALE:	AS SHOWN

ARCH. CARMEN T. DIAZ
LIC # AR 96250
5001 S.W. 74th. COURT, # 100 MIAMI,
FL 33155
TEL. (305) 669-5040
FAX (305) 669-5041

STATE OF FLORIDA
REGISTERED ARCHITECT

A-201

SOUTH ELEVATION - DANIA BEACH BLVD

SCALE: 1/16 = 1'-0"

ELEVATIONS - OPTION 2

CAYMARES MARTIN
Architectural & Engineering Design
AA 26001552 CA 27136
5001 SW 74th Ct. Ste 100 Miami, FL 33155
Ph: (305) 669-5040 Fax: (305) 669-5041
www.caymardesign.com

The Estate Companies

TRION AT DANIA BEACH

DANIA BEACH BLVD & NORTH FEDERAL HIGHWAY
Dania Beach, FL 33004

REV. #	DATE
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PROJECT No.:	
DESIGNED BY:	O.M.
DRAWN BY:	
CHECKED BY:	O.M.
ISSUE DATE:	12-09-2019
DRAWING SCALE:	AS SHOWN

ARCH. CARMEN T. DIAZ
LIC # AR 96200
5001 S.W. 74th. COURT, #100 MIAMI, FL 33155
TEL. (305) 669-5040
FAX (305) 669-5041

STATE OF FLORIDA
CARMEN T. DIAZ
AR 96200
REGISTERED ARCHITECT

A-202

RENDERING -1-
NORTH FEDERAL HIGHWAY & DANIA BEACH BLVD

RENDERING - OPTION 2

CAYMARES MARTIN
Architectural &
Engineering Design
AA 26001552 CA 27136
5601 SW 74th Ct. Ste 100 Miami, FL 33155
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www.caymardesign.com

The Estate Companies

TRION AT DANIA BEACH

DANIA BEACH BLVD & NORTH FEDERAL HIGHWAY
Dania Beach, FL 33004

REV. #	DATE
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PROJECT No.:	
DESIGNED BY:	O.M.
DRAWN BY:	
CHECKED BY:	O.M.
ISSUE DATE:	12-09-2019
DRAWING SCALE:	AS SHOWN

ARCH. CARMEN T. DIAZ
LIC # AR 94200
5601 S.W. 74th. COURT, #100 MIAMI,
FL 33155
TEL. (305) 669-5040
FAX (305) 669-5041

STATE OF FLORIDA
CARMEN T. DIAZ
REGISTERED ARCHITECT

A-301

RENDERING -2-
DANIA BEACH BLVD & NE 1ST COURT

RENDERING - OPTION 2

CAYMARES MARTIN
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Engineering Design
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5001 SW 74th Ct. Ste 100 Miami, FL 33155
Ph: (305) 669-5040 Fax: (305) 669-5041
www.caymartidesign.com

The Estate Companies

TRION AT DANIA BEACH

DANIA BEACH BLVD & NORTH FEDERAL HIGHWAY
Dania Beach, FL 33004

REV. #	DATE
1	
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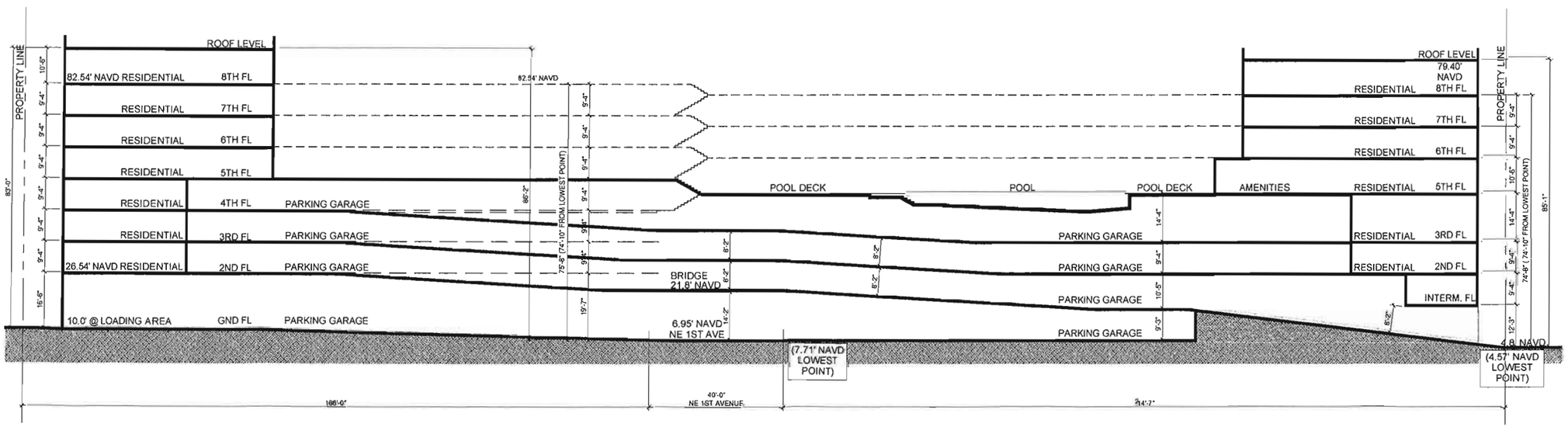
PROJECT No.:	
DESIGNED BY:	O.M.
DRAWN BY:	
CHECKED BY:	O.M.
ISSUE DATE:	12-09-2019
DRAWING SCALE:	AS SHOWN

ARCH. CARMEN T. DIAZ
LIC # AR 90293
5001 S.W. 74th. COURT, #100 MIAMI,
FL 33155
TEL: (305) 669-5040
FAX (305) 669-5041

STATE OF FLORIDA
REGISTERED ARCHITECT

A-302



BUILDING SECTION -A-

SCALE: 1/16 = 1'-0"

CAYMARES MARTIN
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5001 SW 74th Ct. Ste 100 Miami, FL 33155
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www.caymartdesign.com

The Estate Companies

TRION AT DANIA BEACH

DANIA BEACH BLVD & NORTH FEDERAL HIGHWAY
Dania Beach, FL 33004

REV. #	DATE
1	01/23/20 DRC COMMENTS.
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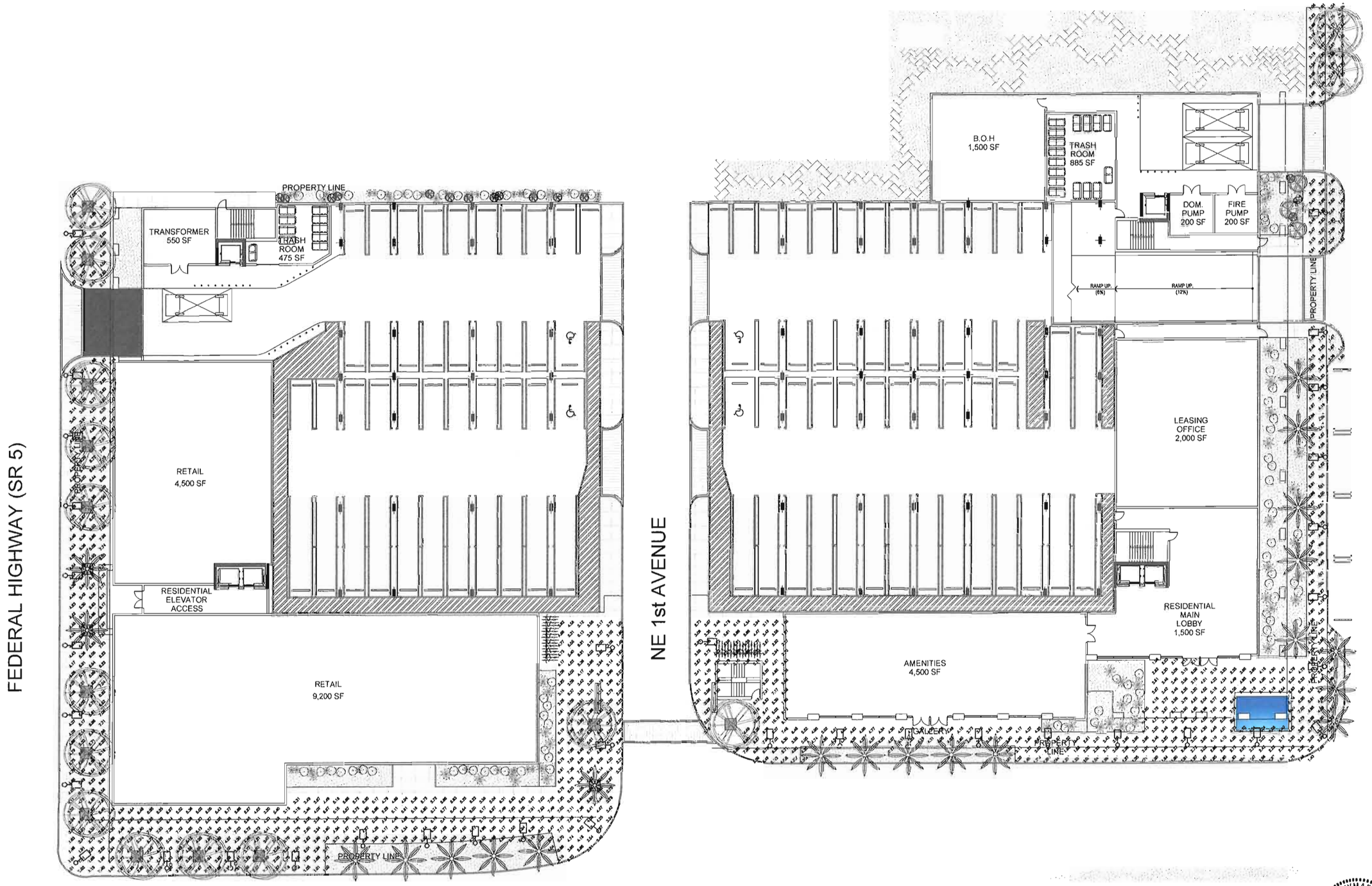
PROJECT No.:	
DESIGNED BY:	O.M.
DRAWN BY:	
CHECKED BY:	O.M.
ISSUE DATE:	12-09-2019
DRAWING SCALE:	AS SHOWN

ARCH. CARMEN T. DIAZ
LIC # AR 96290
5001 S.W. 74th COURT, #100 MIAMI, FL 33155
TEL. (305) 669-5040
FAX (305) 669-5041

STATE OF FLORIDA
CARMEN T. DIAZ
AR96290
REGISTERED ARCHITECT

A-303



NORTH

SITE PHOTOMETRIC PLAN

SCALE 1/16" = 1'-0", (NATIVE SHEET SIZE=24"x36").

POLE MOUNTED LED LIGHTING FIXTURES 15' HEIGHT.

Site Plan, Statistical Area Summary					
Ave	Max	Min	Ave/Min	Max/Min	Std.Dev.
4.18	10.92	1.01	6.24	14.33	1.74

JOSE L CAYMARES Digitally signed by JOSE L CAYMARES Date: 2020.01.29 17:08:24 -05'00'

CAYMARES MARTIN, Inc. CA #27136
ARCHITECTURAL & ENGINEERING DESIGN
5001 SW 74 Ct., #100 Miami, FL 33155
Florida Corporation
Ph: (305) 669-5040 Fax: (305) 669-5041
www.caymartdesign.com
Date: 01-29-2020

JOSE L. CAYMARES LICENSE No 64025 STATE OF FLORIDA PROFESSIONAL ENGINEER

CAYMARES MARTIN
Architectural & Engineering Design
AA 26001552 CA 27136
5001 SW 74th Ct. Ste 100 Miami, FL 33155
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The Estate Companies

TRION AT DANIA BEACH

DANIA BEACH BLVD & NORTH FEDERAL HIGHWAY
Dania Beach, FL 33004

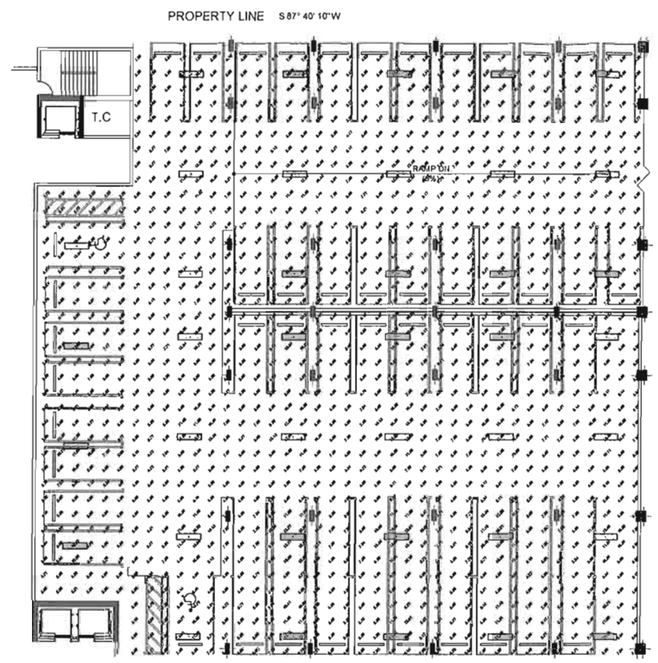
PROJECT NO.:	
DESIGNED BY:	J.L.C.
DRAWN BY:	
CHECKED BY:	J.L.C.
ISSUE DATE:	12-09-2019
DRAWING SCALE:	AS SHOWN

ARCH. CARMEN T. DIAZ
LIC # AR 18200
5001 S.W. 74th. COURT, #100 MIAMI, FL 33155
TEL: (305) 669-5040
FAX (305) 669-5041

1

PH-01

1 of 05



NORTH

FOURTH FLOOR PHOTOMETRIC PLAN

SCALE 1/16" = 1'-0", (NATIVE SHEET SIZE=24"x36").

Fourth Floor, Statistical Area Summary					
Ave	Max	Min	Ave/Min	Max/Min	Std.Dev.
7.00	13.01	1.60	4.38	8.13	2.45

JOSE L CAYMARES Digitally signed by JOSE L CAYMARES
Date: 2020.01.29 17:08:58 -05'00'

JOSE L. CAYMARES LICENSE No 64625 STATE OF FLORIDA PROFESSIONAL ENGINEER

CAYMARES MARTIN, Inc. CA #27136
ARCHITECTURAL & ENGINEERING DESIGN
5001 SW 74 Court, #100, Miami, FL 33155
Florida Corporation - Tel: 305-669-5040
joseMM@caymartindesign.com - Fax: 305-669-5041
Jose L. Caymares, P.E. E.E. PE-64625
Date: 12-11-19
www.caymartindesign.com

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The Estate Companies

TRION AT DANIA BEACH
DANIA BEACH BLVD & NORTH FEDERAL HIGHWAY
Dania Beach, FL 33004

PROJECT No :	
DESIGNED BY:	J.L.C.
DRAWN BY:	
CHECKED BY:	J.L.C.
ISSUE DATE:	12-09-2019
DRAWING SCALE:	AS SHOWN

ARCH. CARMEN T. DIAZ
LIC # AR 94250
5001 S.W. 74th. COURT, #100 MIAMI, FL 33155
TEL. (305) 669-5040
FAX (305) 669-5041

PH-05

Lajoie, Corinne

From: Spradley, DeAndrae
Sent: Monday, February 10, 2020 2:11 PM
To: David Deka; Lajoie, Corinne
Cc: dale@merrimacventures.com; Dev Motwani; lidia@caymartdesign.com; Chad Edwards; Kim Moyer; Williams, Rickelle; Weekes, Kathleen
Subject: RE: Trion Site Plan MODIFICATION

Hi David,

I was out of the office on Friday at a conference. All comments have been addressed and the CRA has no additional comments for the Trion Project DRC review. Have a terrific day!

DeAndrae Spradley
Economic Development Manager

From: David Deka [mailto:ddeka@eigfl.com]
Sent: Thursday, February 6, 2020 4:07 PM
To: Spradley, DeAndrae <dspradley@daniabeachfl.gov>
Cc: dale@merrimacventures.com; Dev Motwani <Dev@merrimacventures.com>; lidia@caymartdesign.com; Chad Edwards <cedwards@craventhompson.com>; Kim Moyer <k.moyerla@gmail.com>; ddeka@eigfl.com
Subject: FW: Trion Site Plan MODIFICATION

****CAUTION** This email has originated from outside this organization, so proceed with extra caution when communicating with the sender or opening any attachments.**

DeAndre,

Hope all is well my friend. Corinne emailed us below that we need to get your sign off on any of the Tier 1 comments that you may have by tomorrow. I have dropped off plans and responses to city today but was informed below we need to reach out to you all individually and address any concerns for the tier 1 comments. Per email below we need you to give your release to Corrine by end of day tomorrow.

I have attached a link for all the architectural plans. Below I have also addressed your comments with our responses. Attached is the response letter for all comments.

Please call me if you have any questions. I would be happy to meet with you tomorrow if necessary. Have a great day and thank you in advance for your help in this matter.

https://www.dropbox.com/sh/53eol65mi9g2vj8/AABdf50fON8M-sVuVPert-5Ua?dl=0

Economic Development -

1. the applicant should provide the anticipated number of jobs associated with the development; **average 200 employees during the duration of the project.**

2. the applicant should provide the estimated tax base of the development prior to and after

Sabino, Deborah E.

From: Lajoie, Corinne
Sent: Monday, February 10, 2020 10:58 AM
To: LaFerrier, Marc
Subject: FW: DRC TRION , Sheridan House

FYI

From: Dave Zipoli
Sent: Friday, February 07, 2020 3:35 PM
To: Lajoie, Corinne; Larios, Ibel
Cc: John Loughman; Torres, Melissa
Subject: DRC TRION , Sheridan House

CAUTION This email has originated from outside this organization, so proceed with extra caution when communicating with the sender or opening any attachments.

Good Afternoon,

BSO Fire is accepting the results for Tier 1 comments contingent of the water supply and flow results for the Trion site plan.
Thank you

Respectfully,

David Zipoli

David Zipoli
Fire Inspector
Fire Investigator
Fire Plans Examiner
Fire Prevention Officer, Dania Beach
Broward Sheriff Fire Rescue & Emergency Services Dept.
Fire Prevention Bureau--Dania Beach District
103 W Dania Beach Blvd.
Dania Beach, FL 33004
Tel: 954-342-4262
Fax: 954-342-4265
david_zipoli@sheriff.org
www.sheriff.org

Lajoie, Corinne

From: Jacob Ripp <Jacob.Ripp@metriceng.com>
Sent: Friday, February 07, 2020 6:06 PM
To: Lajoie, Corinne
Cc: Kim Moyer; David Deka; Dania Trees
Subject: Trion at Dania Beach

****CAUTION** This email has originated from outside this organization, so proceed with extra caution when communicating with the sender or opening any attachments.**

Good afternoon Corinne,

I reviewed the latest revised landscape plans and all of the landscape comments have been addressed. The outstanding comments can be removed from the conditions of approval and Trion is good to go for public hearing.

Many thanks,

Jake Ripp
Environmental Specialist

METRIC ENGINEERING

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

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DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH

January 22, 2020 / February 27, 2020

Engineering and Public Services Comments
Trion at Dania Beach SP-003-15 MOD 2 (1st Review)

Tier 1

1.- A Traffic Memorandum was provided, please verify criteria of 9th and 10th Editions, but check with PSD if should use the most restringing condition. 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/Report based on applicable trip generation rate(s) in the ITE -Institute of Transportation Engineers' Trip Generation manual, most recent edition -10TH editions. Traffic Impact Study / Traffic Memorandum must be approved by the City Engineer from Public Services Department.

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.

Other Engineering related comments

1.- Provide regulatory agencies' approval documentation and Permits/Licenses (as applicable) as part of the final submittal, prior to issuance of the Building Permit (Broward County Surface Water License, Broward County Health Department Permit, Florida Department of Environmental Protection, FDOT, BC Environmental etc.). Also, include Utility / Right of Way Permits from City, Broward County and State Roads as applicable.

2.-Verify, if resurfacing/refurbishing and work of existing ROW along NW 1st Avenue, NE 1st Court, Dania Beach Boulevard, and North Federal Highway are required by City, Broward County and/or FDOT as applicable. Utility / ROW Connection Permits are required on North federal Hwy., Dania Beach Boulevard and NE 1st Court and NE 1st Avenue. e.g. Parallel Parking, drainage improvements, sidewalk, dedications, etc. Including regrading of the ROW to improve any existing flooding conditions due to the proposed new development.

3.- A staging plan must be provided and approved showing any road enclosures, location of equipment and materials, employee parking and mitigation of construction related impacts to adjacent ROWs properties. In addition, provide Maintenance of Traffic (MOT) Plan by a licensed General Contractor/Professional Engineer in the State of Florida (If applicable).

4.- As-builts for all on-site and off-site improvements must be submitted and approved prior to a Certificate of Occupancy (CO)

Engineering Reviewer:
Manny Vega, PE
Consultant, CAP Government
engineeringreview@daniabeachfl.gov

Comments DRC NOTES

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
COVER LETTER

To: ddeka@eigfl.com; dale@merrimacventures.com

From: ilarios@daniabeachfl.gov

Date: 01/23/2020

Re: Trion Site Plan Modification (2) DRC 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, Jan 30, 2020 at 10:00 A.M.**

Should you have any questions, please contact Corinne Lajoie at 954-924-6805 X3704, Daniel Lozandier at 954-924-6805 X3793 or Ibel Larios at 954-924-6805 X3792.

Thank you.

cc: Daniel Lozandier, Planning Associate, dlozandier@daniabeachfl.gov
Corinne Lajoie, Planning & Zoning Manager, clajoice@daniabeachfl.gov
Muriel Bryan, Planner, mbryan@daniabeachfl.gov
Jacob Ripp, Arborist, dania.trees@metriceng.com
Manny Vega, Engineering, engineeringreview@daniabeachfl.gov
Heidi Belle Henderson, Engineering, engineering@daniabeachfl.gov
Marjorie Craig, Deputy Public Services Director, mcraig@daniabeachfl.gov
David Zipoli, Fire Prevention Officer, david_zipoli@sheriff.org
DeAndre Spradley, Economic Development Manager, dspradley@daniabeachfl.gov

DANIA BEACH
COMMUNITY REDEVELOPMENT AGENCY

100 W. Dania Beach Blvd.
Dania Beach, Florida 33004

tel (954) 924-6801
fax (954) 921-2604
www.DaniaBeachCRA.org

To: Daniel Lozandier, Planning Associate
From: DeAndrae Spradley, Economic Development Manager
Cc: Rickelle Williams, Executive Director
Date: January 6, 2020
Re: SP-179-20 Trion at Dania Beach (1st Review)

DEVELOPMEMT REVIEW MEETING THURSDAY, January 30, 2020

The Dania Beach Community Redevelopment Agency (CRA) is providing the following comments for the plan review of SP-179-20 Trion at Dania Beach:

1. the applicant should provide the anticipated number of jobs associated with the development; and
2. 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

DEPARTMENT OF PUBLIC SERVICES

January 22, 2020

Engineering and Public Services Comments
Trion at Dania Beach SP-003-15 MOD 2 (1st Review)

Tier 1

1.-Please, provide copy Unity of Titles, plat, re-plat, easements and/or dedication(s) recorded prior of issuance of Building Permit as necessary/require.
Anticipate any easements and dedications being required on all adjacent ROW roads and if any Utility Easements on Site. It shall be recorded in the Broward County Public Records. Please provide copy of letter from BC Planning Council determining if Re-Platting is necessary.
2.- A Traffic Memorandum was provided, please verify criteria of 9th and 10th Editions, but check with PSD if should use the most restringing condition. 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/Report based on applicable trip generation rate(s) in the ITE -Institute of Transportation Engineers' Trip Generation manual, most recent edition -10TH editions. Traffic Impact Study / Traffic Memorandum must be approved by the City Engineer from Public Services Department.
3 .-For the purpose of evaluating flood and roadway conditions and mitigation related to the future development project, all topographic information might include LIDAR spot elevations within 150' of the subject property boundaries. Check with PSD if necessary.
4.-Verify, if resurfacing/refurbishing and work of existing ROW along NW 1st Avenue, NE 1st Court, , Dania Beach Boulevard, and North Federal Highway are required by City, Broward County and/or FDOT as applicable. Utility / ROW Connection Permits are required on North federal Hwy., Dania Beach Boulevard and NE 1st Court and NE 1st Avenue. e.g. Parallel Parking, drainage improvements, sidewalk, dedications, etc.

1201 STIRLING ROAD, DANIA BEACH, FL 33004 * PHONE (954) 924-6808 * FAX (954) 923-1109

5.-Provide a proposed preliminary conceptual Drainage Analysis with Calculations and Structures Table. Revisit, possible water runoff from Onsite into ROW . Clarify, existing drainage system on 1st Court into Proposed Drainage system.
6.-Provide regulatory agencies' approval documentation and Permits/Licenses (as applicable) as part of the final submittal, prior to issuance of the Building Permit (Broward County Surface Water License, Broward County Health Department Permit, Florida Department of Environmental Protection, FDOT, BC Environmental etc.). Also, include Utility / Right of Way Permits from City, Broward County and State Roads as applicable.
7.- Provide a preliminary conceptual Pavement, Marking and Signage plan showing driveways aisles on some areas with directional arrows, striping, etc. and clearly identify how driveways width and stalls dimensions.
8.- 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.
9.- Sec. 265-150. (E) Minimum access width dimensions at the street. Minimum (two-way) Twenty five (25) feet.
10.- Please provide an Erosion and Sediment Control Plan which shall be reviewed for the drainage impacts to adjacent properties, surrounding ROW, storm-water facilities, and neighboring water bodies.
Provide silt fence applications, bales backed by fence, protection around inlets or similar structures, barrier for fill slope, barrier for paved and unpaved ditches details (As applicable).
11.- Use recommended spacing for Type I and Type II Hay bale barriers, and type III silt fences, from chart FDOT state drainage manual. (As applicable)
12.- Please, provide a Staging Plan, including, construction equipment, machinery , storage, employees parking, etc.

TIER 2:

- Site Plan A-001 / Ground Floor Plan A-101:
1.- Identify ROW lines, dimensions and grading on the Project/Property.
2.- Show sight-visibility triangle of 25' at all proposed driveways and/or ingress-egress.
3.- Show 30' Sight visibility triangles at both intersections, North Federal Highway/Dania Beach Boulevard and Dania Beach Boulevard/NE 1st Court . Missing at entrances/driveways on driveways and FDOT Index 546 on all ROW, showing minimum distances as per speed within Passenger Vehicle/SU Vehicle/ Combination Vehicle Tables. e.g. Number of lanes – Divided-Undivided – and ways, flared, etc.
4.- Any road cuts for utilities, curb cuts and/or others with the City ROW shall be restored to full lane width for 50' minimum length centered on the proposed cut.
5.- Provide Maintenance of Traffic (MOT) Plan by a licensed General Contractor/Professional Engineer in the State of Florida (If applicable).

6.- In accordance with City Code of Ordinances in Article 415. SIDEWALKS AND SWALES, Owner is responsible for the construction of sidewalks / swales within the road ROW when buildings are constructed or substantially improved.

- Provide the following civil engineering drawings, signed and sealed by a Florida registered professional Civil Engineer:

7.- A Preliminary Conceptual Paving, Grading and Drainage Plan was provided. Please provide a complete PGD Plan including sizes and dimensions of all storm-water infrastructures. Please be advised that all storm drains shall be constructed with RCP and/or approved equivalent piping in the City ROW. Provide table of conflict points between utilities. Provide Drainage Structures Tables. E.g. Different FFE, verify unidentified drainage well, clarify roof drainage connections. See Mark-Ups.

8.- Provide an on-site drainage system plan along with storm-water management calculations (signed, sealed and dated by a registered professional engineer) including geotechnical information supporting the proposed drainage design. . The calculations shall show how the minimum crown of the road and finished floor elevations are met, and how the 25-year, 3 day storm event is maintained on site 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.

Provide a copy of pre -and-post development storm-water management and drainage calculations. The City specifically needs the following information: 5 Year, 10-year, 25-year, and 100¬year 1, 24-hour and 72-hour flood stage elevations respectively. Showing Lowest minimum Inlet Elevation, Parking Lot Minimum Design Elevation, Crown of Road Elevation, Minimum Berm Elevation, FFE including 100 Year Flood Map. Please clarify 5 different proposed FFE at 7.00', 7.63', 8.00', 9.00' and 11.00'.

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.

Be advised that the applicant shall not be authorized to connect the on-site drainage system to those within the public ROW of FDOT, BCHCED, and/or the City. Provide authorization as appropriate from FDOT, BCHCED, and/or the City for the existing and proposed connections between the on-site drainage system and public ROW. Clarify existing drainage system connection to any basin or any existing offsite drainage system. Provide copies of Broward County 100 Year Elevations and FEMA Flood Designations maps.

9.- Identify and describe location of building(s) roof drains, and their proposed connection(s) to the on-site drainage system. Please provide Florida Department of Environmental Protection's Permit.

10.- A preliminary conceptual proposed water and sewer -utilities –plan was provided. Please, provide a complete Utilities Plan indicating all water and sewer appurtenances including but not limited to point of connection to the existing system, cleanout, water meter, check valve, etc. See mark ups.

11.- Provide utility piping conflict details plan, along with documentation to demonstrate acceptability of the separation between water, sanitary, storm-water service lines, etc.

12.- Show also all existing and proposed utilities on the landscaping plans for potential conflicts.

13.- Please Provide a Complete Pavement, Marking and Signage Plan with details.

14.- Provide ADA parking, access / driveway, and sidewalks /ramps including dimensions 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.

15.-Contractor shall provide, before issuance of C.O., to the EOR and City of Dania Beach" a CD with a full As-Built drawings of the project giving horizontal and vertical dimensions of all the Utilities connections signed and sealed by a registered surveyor.

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.

17.- Provide regulatory agencies' approval documentation (Florida Department of Environmental protection, BC PDMD - Transportation Concurrency Satisfaction Certificate, - Environmental Review Approval Certificate, BC HD – General Permit for Water Extension, BC EEPD- Environmental Resource Permit - Surface Water Management - License for Installation of Wastewater Collection/Transmission System, BC WWED -Utility Connection Permit -, BC Aviation Department, FAA, BC Planning Council, BC Asbestos Program Certificate of Submittal, etc.), including Utility / ROW / Drainage Connection and Access Driveway permits from FDOT, BC and City prior to issuance of the Building Permit (As applicable).

For ease of review, please reply in writing to each line comment and reference drawings and backup documents provided. Additional comments may apply.

Engineering Reviewer:
Manny Vega, PE
Consultant, CAP Government
engineeringreview@daniabeachfl.gov

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: 1/16/20 **Site Plan No.:** 1 **Time Required For Review:** ____

Project: Trion at Dania Beach **Sq. Feet:** ____

Plan Reviewer: David Zipoli-Fire Prevention Officer/Plans Examiner, Melissa Torres-Fire Inspector

☐Approved As Submitted ☐Denied X☐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 avised 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: Call out on sheet C-4 the dedicated fire department lanes.
   a. All turning radii (demonstrated)
   b. Drive Aisle widths (demonstrated)
   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. Proof of Water Supply & Fire Flow Demand as follows: Please provide proof of the following for water supply.

    a. Fire Hydrant Flow Test
    b. Building Construction Type and Square Footage
    c. Fire Flow Demand Calculations Signed and Sealed by Licensed Engineer
    d. A completed Application for the Approval of the Fire Protection Water Supply Design (See the last page of this document)
    e. 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. (This document shall bear the seal and signature of the engineer).

Tier 2 COMMENTS

Deficiencies were identified on your plan during our plan review process. Please provide the following:

3. Additional Fire Department Access Information as follows: For sheet C-4
    a. Fire Lane locations and striping detail (demonstrated)
    b. "NO PARKING" sign locations and sign details demonstrated
    c. A note or detail identifying the design load for surface compaction of all non-paved roadways and/or Fire Department Access Roads (where applicable)
    d. Building Accessibility
    e. Fire Department Access Routes During Construction

4. An egress plan demonstrating and dimensioning all common paths of travel and travel distances to all exits within the buildings and/or structures.

5. 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 David_Zipoli@sheriff.org. If the plan set is too large to send through email, please deliver the plans in .pdf format on a USB thumb drive to:

Attn. FPO Zipoli
Fire Marshal's Office
103 West Dania Beach Boulevard
Dania Beach, FL 33004

ATTENTION CONTRACTORS & DESIGN PROFESSIONALS

EFFECTIVE IMMEDIATELY

NFPA 1:11.10 Requires minimum radio signal strength for fire department communications to be maintained at a level determined by the AHJ for all new and existing buildings.

The Owner's Rep or GC shall conduct a Preliminary Initial Assessment to determine if the minimum radio signals strength for fire department communication is in compliance with Broward County standards.

Prior to any testing, the occupancy shall be structurally completed with all interior partitions, windows and doors installed.

An assessment will be conducted by the Owner's Rep or GC to determine if the minimum radio signals strength for fire department communication in the occupancy is in compliance, in accordance with NFPA 1: 11.10.1 and NFPA 72: 24.5.2.2.1 through 24.5.2.2.3.

Radio coverage shall be provided throughout the building as a percentage of floor area as specified below in accordance with NFPA 72: 14.4.12.1.2 through 14.4.12.1.4 and NFPA 24.5.2.3.

1. A test "grid" plan shall be produced to ensure testing throughout the building.

2. Signal levels shall be measured to ensure the system meets the criteria of 24.5.2.3 according to parameters as follows:

   a. 24.5.2.3.1 Inbound.
   A minimum inbound signal strength of -95 dBm, or other signal strength as required by the authority having jurisdiction, shall be provided throughout the coverage area.
   b. 24.5.2.3.2 Outbound.
   A minimum outbound signal strength of -95 dBm at the donor site, or other signal strength as required by the authority having jurisdiction, shall be provided for the coverage area.

   c. Critical areas, such as the emergency command center(s), the fire pump room(s), exit stairs, exit passageways, elevator lobbies, standpipe cabinets, sprinkler sectional valve locations, and other areas deemed critical by the authority having jurisdiction, shall be provided with 99 percent floor area radio coverage.
   d. General building areas shall be provided with 90 percent floor area radio coverage.

ACCEPTANCE

1. If three nonadjacent areas fail the test with less than -95 decibels per milliwatt (-95 dBm), and /or a DAQ3 or below; or if two adjacent areas fail with less than -95 decibels per milliwatt (-95 dBm), and/or a DAQ3 or below, the GC will be required to pull separate plans and permit and install an IPSRES; In-Building Public Safety Radio Enhancement Systems; and/or
2. If there is less than 99 percent floor area radio coverage to all Critical areas, or less than 90 percent floor area radio coverage to all General building areas, the GC will be required to pull separate plans and permit and install an IPSRES; In-Building Public Safety Radio Enhancement Systems.

Rev. 10/30/2015

THE FOLLOWING INFORMATION IS PROVIDED FOR EXPLANATORY PURPOSES ONLY. THE NOTES BELOW CONTAIN MORE SPECIFIC INFORMATION AS IT RELATES TO THE COMMENTS YOU MAY HAVE RECEIVED IN YOUR SITE PLAN REVIEW FROM THE FIRE MARSHAL'S OFFICE.

FIRE DEPARTMENT ACCESS REQUIREMENTS

ADDRESS IDENTIFICATION

New and existing buildings shall have approved address numbers placed in a position to be plainly legible and visible from the street or roadway fronting the property. [NFPA 1:10.12.1.1] The address shall be posted at the construction site upon the start of construction.

Address numbers shall contrast with their background. Numerals shall be not less than three inches in height for residential buildings, structures, or portions thereof, and at least six inches in height for all other buildings, structures, or portions thereof. [NFPA 1:10.12.1.2]

Where address identification is required by the fire official on other elevations of buildings, structures, or portions thereof, such numbers shall be not less than three inches in height for

residential and at least six inches in height for all other buildings, structures, or portions thereof. [NFPA 1:10.12.1.2.1]

Address numbers shall be Arabic numerals or alphabet letters. [NFPA 1:10.12.1.3]

GENERAL DRIVE AISLES WIDTH AND HEIGHT
Drive aisles must be a minimum of 12 feet in width. [AHJ]

VERTICAL CLEARANCES FOR APPARATUS
Vertical clearances of 14 ft. minimum are required by AHJ.

FIRE APPARATUS ACCESS ROADS IDENTIFIED AND MARKED
Fire Apparatus Access Roads are required to be identified and delineated. [AHJ; 1:18.2]

WIDTH REQUIREMENT FOR FIRE DEPARTMENT ACCESS ROADS
Fire Department access roads shall have an unobstructed width of not less than 20 feet. [1:18.2.3.4.1.1]

WIDTH & SIGNAGE REQUIREMENTS FOR CURBSIDE VEHICLE PARKING IN FIRE DEPARTMENT ACCESS LANES
- Fire Department Access Roads 20 Ft. to 27 Ft. – "NO PARKING" Signs on both sides of the road.
- Fire Department Access Roads 28 Ft. to 35 Ft. – "NO PARKING" Signs on one side of the road
- Fire Department Access Roads 36 Ft. or greater – No signage required. [AHJ]

"NO PARKING" SIGNAGE, PAINTED CURBS AND / OR FIRE LANE STRIPING REQUIRED FOR FIRE LANES, FIRE DEPARTMENT ACCESS ROADS AND IN FRONT OF FIRE DEPARTMENT CONNECTIONS
Fire Lanes, Fire Department Access Roads and the areas in front of the fire department connections, shall be designated by yellow painting, striping, or markings on the curbs and roadways.
- Provide a curb detail note to indicate that all curbs are to be painted yellow.
- All pavement markings shall be of thermoplastic paint.
- Demonstrate that these areas are to be marked with freestanding signs with the wording, **"NO PARKING FIRE LANE BY ORDER OF THE FIRE DEPARTMENT"** or similar wording.
- Such signs shall be 12 inches by 18 inches with a white background and red letters.
- These signs shall be a maximum of seven feet in height from the roadway to the bottom of the sign.
- These signs shall be within sight of the traffic flow and be a **maximum of 60 feet apart**. [1:18.2.3.5]

SURFACE COMPACTION
Demonstrate that the required Fire Department access road shall have a surface designed to:
- Accommodate fire apparatus with a minimum weight of 32 tons. [1:18.2.2.1.3]
- Have a surface suitable for all-weather driving capabilities. [1:18.2.2.5.2] – Examples: Turf Block, Concrete, Stone, etc.

OBSTRUCTION OF FIRE DEPARTMENT ACCESS ROADS
The required width of a fire department access road shall not be obstructed in any manner. [1:18.2.4.1.1]

GATES REQUIREMENT
-Where gates are utilized, provide a Knox entry system to allow Fire Department Access [1:18.2.2.1] https://www.knoxbox.com/store/chooseDepartment.cfm and select Dania Beach District Fire Marshal's Office. Phone number for Knox Customer service is as follows: 800-552-5669.

TURNING RADIUS
Turning radii must be a minimum of 38 ft. inside radius and 50 ft. outside radius with a clear sweep of 12 ft. of drive aisle for all Fire Department access roads / lanes (Turning radius requirements for Rescue Apparatus Access areas is 26' outside radius and 14' inside radius) [1:18.2.3.4.3]
When demonstrating Turning Radii, all parking spaces must be a minimum of 18' in length.

CUL-DE-SACS
Cul-de-sac turnarounds must be no less than 100 ft. in diameter.

DEAD ENDS
Dead-end fire department access roads in excess of 150 ft. in length shall be provided with approved provisions for the turning around of fire apparatus (Hammerhead "T" Turn-around, Cul-de-sacs, Alternative (Modified) "T" Turn-around, etc.). [1:18.2.3.4.4]

BUILDING ACCESSIBILITY FROM FIRE DEPARTMENT ACCESS ROADS
Any portion (furthest point) of any 1st Floor exterior wall must be:
- Not more than 150 ft. from Fire Department Access Roads – Un-sprinklered Buildings. [1:18.2.3.2.2]
- Not more than 450 ft. from Fire Department Access Roads – Sprinklered Buildings. [1:18.2.3.2.2.1]

DISTANCE TO EXTERIOR DOORS OF BUILDINGS FROM FIRE DEPARTMENT ACCESS ROADS
A single exterior door providing access to the interior of any building must be located within 50 feet of a fire department access road. [1:18.2.3.2.1]

BRIDGES
The bridge shall be designed for a live load sufficient to carry the imposed loads of fire apparatus with a minimum weight of 32 tons. [1:18.2.3.4.5.2]

LOAD LIMITS TO BE POSTED
Vehicle load limits shall be posted at both entrances to bridges, ramps and elevated roadways where required by the AHJ. [1:18.2.3.4.5.3]

GRADE

The angle of approach and departure for any means of fire department access shall not exceed 1 foot drop in 20 feet (5%), and the design limitation of the fire apparatus of the fire department shall be subject to approval by the AHJ. [1:18.2.3.4.6.2*]

FIRE HYDRANTS & FIRE PROTECTION APPLIANCES REQUIREMENTS

HYDRANT DETAIL REQUIREMENTS

Please provide fire hydrant detail in accordance with the following:

- The center of a hose outlet shall be not less than 18 inches above final grade, (or where located in a hose house, 12 inches above the floor) [24:7.3.3]
- The Steamer opening is to be 4 ½ inches in size with four (4) National Standard Threads per inch.
- All fire hydrants shall be "traffic type" to break-away upon impact.
- The fire hydrant main body valve shall open against the flow and shall close with the flow.

BLUE REFLECTIVE HYDRANT MARKERS

Provide one (1) blue double-reflective department of transportation type road marker (Roadway Pavement Marker (RPM)) to be adhered to the hard surfaces of the roadway in the middle of the lane nearest to, and directly in front of each newly installed fire hydrants. [AHJ]

IMPACT PROTECTION

Provide bollards consisting of three inch steel pipe buried at three feet deep, with three feet of height above ground level and spaced three feet apart, These bollards are to be filled with concrete and capped are acceptable. [24:7.3.5] [24:7.3.6] [13:8.15.1.3.2]

CLEARANCE REQUIREMENTS FOR FIRE HYDRANTS

Provide clearances of 36" in circumference around all fire hydrants. [1:18.5.3]

HYDRANT SPACING FOR COMMERCIAL PROPERTY

Hydrant spacing shall not exceed 350 feet linear separation (as the fire apparatus drives) for commercial properties (to also include apartment buildings, condominiums, townhouses, etc.) [24:7.2.1] [AHJ]

HYDRANT SPACING FOR PRIVATE RESIDENTIAL PROPERTY

Hydrant spacing shall not exceed 500 feet linear separation for residential one and two family dwellings. [24:7.2.1] [AHJ]

HYDRANTS TO BE 40' OR MORE FROM BLDGS.

Hydrants shall be located not less than 40 ft. from the building or wall hydrants shall be permitted to be used where approved by the AHJ. [24:7.2.4]

STANDPIPE SYSTEMS REQUIRED

Provide a Class I standpipe system in accordance with the provisions of N.F.P.A. 1, Section 13.2.2.2 and NFPA 14, where any of the following conditions exist:

- More than three stories above grade where the building is protected by an approved automatic sprinkler system.

- More than two stories above grade where the building is not protected by an approved automatic sprinkler system.
- More than 50 ft. above grade and containing intermediate stories or balconies
- More than one story below grade
- More than 20 ft. below grade

LOCATIONS OF SIAMESE FIRE DEPARTMENT CONNECTIONS

Fire department connections shall be located:

- On the street side of buildings.
- Where fully visible and recognizable from the street or nearest point of fire department apparatus accessibility.
- And arranged so that hose lines can be attached to the inlets without interference from nearby objects, including buildings, fences, posts, or other fire department connections. [14:6.3.5.1]
- Not more than 100 ft. from the nearest fire hydrant connected to an approved water supply. [14:6.3.5.4]
- On the same side of the roadway or fire lane as the nearest fire hydrant. [AHJ]
- Within three ft. (3') of the curb line of fire lanes, streets. [AHJ]
- In a place that will allow a space four feet (4') on both sides of the fire department connection centerline that must be kept open at all times.

SIGNAGE FOR FIRE DEPARTMENT CONNECTIONS

- The FDC must be identified as to the building (complete address) or portion of the building it serves. Provide a permanent tactile sign at the FDC to meet the above requirement. [14:6.3.5.3]
- A sign also shall indicate the pressure required at the inlets to deliver the system demand. [14:6.3.5.2.2]

Each fire department connection shall be designated by a sign having raised letters, at least 1 inch in height, cast on a plate or fitting that reads "STANDPIPE", "STANDPIPE AND AUTOSPKR" or "AUTOSPKR AND STANDPIPE". [14:6.3.5.2]

RED REFLECTIVE HYDRANT MARKERS

Provide one (1) Red 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 FDC. [AHJ]

-

-

BACKFLOWS REQUIRED (See NFPA 13, Chapter 15, Section A.15.1.8 & Handbook)

Provide a Backflow Prevention Assembly for the Fire Sprinkler System that meets the following requirements:

- All backflow preventors must be Accessible for service and maintenance [13:8.16.4.6]
- All backflow preventors must be Listed for fire protection service [24:5.4.2]
- All backflow preventors must be installed above ground [AHJ]

WATER SUPPLY REQUIREMENTS

PRIVATE FIRE SERVICE MAINS CONNECTION FROM WATERWORKS SYSTEMS

By P.I.V. [24:5.5] or Underground Gate Valve [24:6.1.5]

POST INDICATING VALVES TO BE LOCATED MIN. 40 FT. FROM BLDGS.
Post indicating valves shall be located not less than 40 ft. from buildings [24:6.3.3.1]

DISTRIBUTION SYSTEMS TO BE LOOPED
All distribution systems shall be designed to reduce the dead-end mains and provide a loop for new and existing mains.

FIRE SERVICE MAIN SIZE – 8"
Hydrant mains must be sized in accordance with the requirements of the Public Services Department (typically requiring a minimum 8" diameter), and must be able to accommodate the fire flow demand for the project but in no case can be less than 6" in diameter [24:7.1.1]

SPRINKLER SYSTEM REQUIRED
Buildings 3 or more stories in height and 3 or more units attached shall be equipped with a complete automatic fire sprinkler system. Completed engineered fire sprinkler drawings are required with construction document submittal. Please Note. [FBC 903.6.]

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.

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 (March 19,2018) to the Florida Fire Prevention Code (6th Edition), Section F-112, NFPA 13 (2013 Ed.) and NFPA 14 (2013 Ed.)

Broward County Amendments to the Florida Fire Prevention Code

Amendments Effective February 25, 2019

F-112 – Automatic Sprinklers Required

F-112.1 – Fire flow testing of the Water Supply for Automatic Fire Protection Systems (AFPS) and Automatic Standpipe Systems (ASS) using water as an extinguishing agent for new buildings and structures and existing buildings and structures where the AFPS and ASS are altered by more than seventy-five (75) percent of their value shall be as follows:

a) Fire flow test of the water supply for AFPS and ASS shall be in accordance with NFPA 291, Recommended Practice for Fire Flow Testing and Marking of Hydrants, Florida Administrative Code (FAC) 69A-60.

b) The engineer of record (EOR) shall be responsible to review the fire flow results, potential drought impact and future demands to the water distribution system. Where the EOR determines that the water distribution system will be significantly impacted during drought conditions or as a result of anticipated future growth, the EOR shall provide a safety margin in the design of the AFPS/ASS. The EOR shall utilize NFPA 13 annex as a guide in reviewing water distribution systems.

c) Design of the water flow for the AFPS and/or ASS shall be the same as that obtained from the fire flow test.

d) The residual pressure at the required water flow at the connection to the water main for an AFPS and/or ASS shall not be less than 20 PSI.

e) The static pressure at the water main shall be determined by a recorded method for a minimum twenty-four (24) hour period.

f) Fire flow test data shall not be more than one (1) year prior to the plans, hydraulic calculations and submittals for the AFPS and/or ASS being submitted to AHJs for their review and acceptance. The results of the fire flow test shall be provided to the AHJ at the time of the submittal of the plans, hydraulic calculations and submittals for the water based AFPS and/or ASS.

BROWARD SHERIFF'S OFFICE
DEPARTMENT OF FIRE RESCUE AND EMERGENCY SERVICES
FIRE MARSHAL'S BUREAU
DANIA BEACH DISTRICT
103 West Dania Beach Boulevard
Dania Beach, FL 33004
Phone: (954) 342-4262
Fax: (954) 342-4265

APPLICATION FOR APPROVAL OF THE FIRE PROTECTION WATER SUPPLY DESIGN

Date of Application:_____

Site Plan Application #:_____

Name of Project/Development:_____

Address of Project/Development:_____

Owner/Agent:_____

Design Professional of Record:_____

Water Purveyor:_____

Water Purveyor Address:_____

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 _____ in accordance with NFPA 220.
2. The total fire protection water supply needed for manual firefighting (fire flow) and fire sprinkler/standpipe operations is _____gallons per minute. (In compliance with water supply requirements for manual firefighting operations in accordance NFPA 1:18.4 [FFPC 6th Ed.] and the Broward County Land Development Code, and the water supply necessary for fire sprinkler and standpipe operations (*if provided*) in accordance with the currently adopted editions of NFPA 13 and NFPA 14).
3. Statement of verification from the design professional of record, on official company letterhead, that the proposed water main sizing, fire hydrant spacing, and fire hydrant locations, are in compliance with the Broward County Land Use Code and the Florida Fire Prevention Code. (Attach signed and sealed document).

This will affirm that the above stated information and attached statement of verification for this project/development is accurate and can be relied on for the requested approval letter to the applicable water purveyor.

_____ _____
Signature - Owner/Agent/Occupant: Date

_____ _____
Signature – Design Professional of Record Date

Landscape Plan Review: Trion at Dania Beach

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

PZ Log Number: SP-003-15MOD **Review Number:** 1

Reviewer: Jake Ripp **Date:** January 23, 2020

The following comments are based on a review of the landscape plans dated December 30, 2019, for the property located at Dania Beach Boulevard and North Federal Highway, 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 below 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. The existing tree table on sheet TD-1 shows the same specifications for all the existing trees on the site as it did when it was approved in 2017. Provide a new survey for the existing trees onsite and update the specifications accordingly (DBH, height, canopy diameter, canopy area, condition, etc.) as they are likely to have changed since the initial survey.
2. Per Sec. 275-80(D), the existing tree survey should include the location and canopy for all existing trees on adjacent properties within 25 feet of the property line.
3. A site inspection by the City shall be required after the submittal of the new existing tree survey to verify existing tree resources.
4. The existing tree table on sheet TD-1 clumps together trees 27-30 and trees 32-35. Separate these trees to individual rows since these trees all have different specifications.
5. Provide the specifications and canopy mitigation for trees 27-30 and 32-35.
6. There are two trees listed as tree 30 in the existing tree table on TD-1. Clarify.
7. The four medjool palms on the existing tree table on sheet TD-1 are specimen trees per Sec. 825-50. Provide the specimen value calculated by the specimen tree appraisal formula in Sec. 825-140(C)(2). Note that specimen trees are solely mitigated by specimen value, not canopy mitigation. Remove the canopy mitigation from all specimen trees onsite.

8. The Sec. 825-100(A)(5) requirements are not being met. Provide the 150% canopy mitigation modifier on all non-invasive, non-specimen trees.

9. Category II invasive species such as coconut palms are mitigated at a one-to-one basis, not by canopy mitigation. Include a separate column on the existing tree table on sheet TD-1 for the category II mitigation requirement. This mitigation requirement is not subject to Sec. 825-100(A)(5) requirements.

10. Provide mitigation calculations on sheet TD-1 that describe how the mitigation requirements will be met; either by onsite plantings, offsite plantings, or payment into the tree trust fund.

11. Per Sec. 825-140(C)(2), specimen trees must be relocated onsite. Only if relocation proves not to be feasible, may specimen trees be removed from the site.

12. The proposed streetscaping does not meet the CRA Redevelopment Plan's requirements on Federal Highway per Sec. 307-20(B). The landscape designs for Federal Highway can be found on pages 221, 230, and 254 of the Redevelopment Plan. The plan requires street trees spaced 25 feet on center. The species composition should be dominated by ornamental trees such as pigeon plum, Japanese blueberry, gumbo limbo, or pink tabebuia and intermixed with palm trees. The Redevelopment Plan proposes a ratio of three ornamental trees for every palm tree, however, additional ornamental trees may be used. Additionally, two different species of ornamental trees must be used.

13. The proposed streetscaping does not meet the CRA Redevelopment Plan's requirements on NE 1st Ave per Sec. 307-20(B). The landscape designs for NE 1st Ave can be found on pages 219, 223, and 249 of the Redevelopment Plan. The plan requires street planters on each side of single-spaced street parking planted with an alternating rhythm of ornamental trees and palms trees. Additionally, two different species of ornamental trees must be used.

14. The proposed streetscaping does not meet the CRA Redevelopment Plan's requirements on NE 1st Ct. per Sec. 307-20(B). The landscape designs for NE 1st Ct. can be found on pages 218, 225, and 250 of the Redevelopment Plan. The plan requires landscape bulbouts every 4 street parking spaces installed with two palm trees and one ornamental tree. Additionally, two different species of ornamental trees must be used along the street.

15. The proposed streetscaping does not meet Sec. 307-20(A) requirements along E Dania Beach Blvd. This section requires royal palms spaced 20' apart along the entire street.

16. Sec. 275-130 requirements do not apply to CC zoned properties.

17. This property utilizes a proposed parking garage and therefore does not have VUA landscape requirements per Sec. 275-90.

18. Provide the percentage of nonvehicular open space for the property in order to verify Sec. 275-140 requirements.

19. The Sec. 275-60 native species calculations do not appear to incorporate all required trees, palms, and shrubs onsite. Adjust the calculation to show that 50% of all required trees, palms, and shrubs

shall be native species. Note that trees and palms may be lumped into the same category while shrubs shall be calculated separately.

20. Sec. 275-190 requirements in the Landscape Code Requirements table on sheet L-2 was mistyped as Sec. "271-190."
21. Sec. 275-100 requirements do not apply to parking garages. The Landscape Code Requirements table shows that 2 trees are required for interior VUA landscape. Denote where these trees are located/required.
22. Sheet A-002 shows that the 10% pervious area requirements are being met, however, the plan does not appear to have the required pervious area. Provide a Landscape Code Requirements plan that shows and visibly breaks down the code requirements by SF so that this can be verified. The plan should show which areas are pervious, impervious, and show what code requirement they are satisfying.
23. Provide the dimensions of the tree grates to ensure compliance with Sec. 275-190(H)(7) pervious area spacing requirements.
24. Per Sec. 275-190(O), provide a note that root barrier will be installed for every tree and palm planted within 10 feet of any sidewalk, hardscape, or parking area.
25. Provide root barrier detail.
26. Provide the landscape plan for the pool area on the 5th level.
27. Per Sec. 275-80(M), provide an irrigation plan that shows the location of all existing and proposed landscape, valve and pump locations, etc.

END OF COMMENTS

Trion SP-03-15MOD2 **01-21-20**

Zoning designation = CC
FLU designation = RAC
REVIEW COMPLETE BY Corinne Lajoie (954) 924-6805 X 3704
1st review

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. **Must submit application, application fee, justification statement based on criteria identified in the LDC, and any other documentation necessary for all Variances, Special Exceptions, Waivers, Design Variations, etc needed for the project at time of Site Plan Submittal. Failure to do so will result in delay of the project.**

4. **PLATTING: Provide letter from Broward County identifying whether this property needs to be platted or replatted.**

5. **SCHOOLS: Obtain a SCAD report from Broward County School Board regarding school impact fees.**

6. **RIGHT-OF-WAY: Identify if R-O-W dedication is required.**

7. **UTILITIES: Identify projected water, sewer and solid waste demand for the project. Must provide documentation from Public Services, or Broward County as applicable, stating capacity is available to meet the projected demands prior to public hearing.**

8. **IMPACT FEES: Impact fees that will be required for the project are attached to these comments for your reference.**

9. **SIGNS: Provide copy of all signs for compliance review, consistent with Article 635.**

10. **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.**

11. **PARKING:** Tandem parking is only permitted in association with valet parking. Identify the 27 proposed tandem parking spaces a valet and provide proof of compliance with all of the valet parking regulations identified in Section 265-120. To be Labeled.

12. PARKING: Per Section 265-20, minimum parking space width is 9'. Identify width of parking space.

13. PARKING: Per Section 265-110(I)(2) parking spaces shall be delineated with a single strip, not double strip. Revise accordingly.

14. PARKING: Per Section 265-140:
    (B) "No column shall be located within 3' of the entrance of a parking space." Identify measurement on site plan to confirm compliance.
    (E) & (F) Confirm minimum vertical clearance of 14' on ground floor and 7'2" for parking structure on above levels are met by identifying measurements on site plan.

15. LOADING:

16. **USE:** Per Section 303-40(E) "Mixed-use building with ground-floor retail, entertainment and/or office use are required in the core." The eastern building, only ¼ of the proposed ground floor meets this requirement. Revise accordingly.

17. **DENSITY:** Clarify incentive. Through the utilization of Sustainable Design Bonus and Public Parking Payment = 74 du/ac. Revise accordingly.

18. **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.** The Traffic Memorandum provided by Traf Tech dated 12-9-19 identifies a revised total PM Hour trips as 325. Therefore, applicant must pay $6,909.50 ($21.26 X 325 = 6909.50) into the RAC Traffic Impact Mitigation prior to issuance of a building permit.

19. Per Resolution No. 2015-071, $1,825.00 per Single Family/Townhouse dwelling, $1,364.00 per Multifamily Dwelling, $1,140.00 per Mobile Home must be paid for Recreation and Open Space Impact Fee at time of building permit issuance. Therefore, the applicant must pay $463,760.00 (340 X $1364 = 463,760) prior to issuance of a building permit.

20. **Must provide latest revised set of plans on disk prior to going to public hearing.**

21. For the purpose of evaluating flood and roadway conditions and mitigation related to the future development project, all topographic information will include LIDAR spot elevations within 150' of the subject property boundaries.

22. 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.

23. For any building 5-stories or greater, provide a shadow study identifying how adjacent properties will be affected.

24. 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.

25. Applicant must obtain statement from the City Engineer, stating that adequate water supply exists for this project.

26. 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.

27. 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.

28. Please e-mail resolution and legal description, prepared by an attorney, for development approval in word format to clajoie@daniabeachfl.gov four (4) weeks prior to public hearing.

29. Must provide mailing list and labels for property owners within 450' of the development site to Community Development, consistent with regulations identified in the City's Code of

Ordinances, Chapter 28, Section 610-30. The labels are needed 30 days prior to public hearing, information must be no older than 60 days. The City will prepare and mail the notices.

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 & O-2018-019, commercial properties under construction are required to provide security to fencing with screening showing project rendering covering at least 75% of the length of the fence along an arterial or state right-of-way & 25% for local roads and must include 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. Provide screen detail with next submittal.

33. Per Article 280, provide photometric plan showing light levels at property lines to ensure compliance.

34. Per Section 305-70, Public Park Incentive – dedication of land no longer accepted, only payment into the Public Park Incentive fee is provided for.

35. Per Section 303-40(M) a minimum of 70% of the building must be placed on he Build To Line; approximately 50% proposed. Revise to meet the previously approved 47% or request another Design Variation. A design variation required submittal of an application, an application fee of $500 for each request, and a written justifications statement addressing the design variation criteria identified in Sec. 301-50. Must be addressed with next submittal.

36. Sheet A-002, Zoning Data Summary Comparison Chart:
    - Revise the identified as "Approved Resolution" of 320 du to 300 (see Site Plan Revision 1 approved by the City Commission on 6-27-17 via R-2017-063). Revise accordingly.
    - Revise the Building Height Proposed/Approved Resolution of Each side to show 87' as approved by the original site plan on 10-10-16 via R-2016-137.
    - Revise "Proposed East Side" building height to the previously approved 87' or request a 2nd Design Variation from this regulation. A design variation required submittal of an application, an application fee of $500 for each request, and a written justifications statement addressing the design variation criteria identified in Sec. 301-50. Must be addressed with next submittal.
    - Revise "Sec 303-40-L: Building Placement" by eliminating "min." as these are building placement requirements not setbacks.
    - Revise "Proposed" Building Placement to reflect dimensions showed on site plan drawing as follow:
        - North: 4'/16'/30'
        - East: 7.5'
        - West: 11'
        - South: 5'/19'2"/10'5"/31'10" (SEC)/20'4"(SWC)

37. Sheet A-002, Density Incentive Calculations, Revise Public Parking Bonus, "Density Allowed" column to reflect public parking to be provided in increments of 10 parking spaces, therefore 10 public parking spaces must be proposed in order to earn 5 dealing units at a time. Fractional calculations are not permitted. Revise accordingly.

38. Identify dimensions between west property line and transformer room in NWC.

39. Per Section 305-50 (H), Performance Bonds. "Participants in the voluntary green building program, at the time of building permit application, shall post a performance bond, letter of credit, or other form of surety approved by the City Attorney, in the amount described by the regulations (Planning, per R-2017-063).

40. SUSTAINABLE BUILDING PRACTICES: Per Section 305-50(F) Provide "Project site and engineering plans that clearly detail all green building measures which are intended to qualify for incentive."(Planning, per R-2017-063).

41. Must provide unity of title unifying all lots, prior to issuance of a building permit (Planning, per R-2017-063)

42. The developer shall enter into an Agreement with the City to ensure the compliance of the pocket park with Articles 305 and 312 of Chapter 28 of the Dania Beach City Code in a form acceptable to the City Attorney. Such Agreement shall provide for ongoing maintenance of the park by the developer and ensure continuous public access to the pocket park from dawn to dusk 365 days of the year, except during declared states of emergency and shall be recorded in the public records at the expense of the developer prior to the issuance of a building permit for the Site Plan (Planning, per R-2017-063).

43. Sheet A-001 is mislabeled. Sheet should not be identified as "Site Plan", rather "Amenity Deck" or "5th Level". Revise accordingly.

NOTES:

- **Application fee pays for <u>only 2</u> 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.**

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

Sabino, Deborah E.

From: Lottier, Christine
Sent: Tuesday, February 18, 2020 4:31 PM
To: LaFerrier, Marc; Norena, Eleanor
Cc: Sosa-Cruz, Candido
Subject: Broward County Planning Council correspondence
Attachments: Broward County Planning Council - Platting requirements to David Deka .pdf

Importance: High

Hi Marc,

Attached you will find platting requirements correspondence from the Broward County Planning Council. Please take the appropriate action.

Thank you and have a great day!

Christine Lottier
Executive Assistant| City of Dania Beach
clottier@daniabeachfl.gov | daniabeachfl.gov
100 W Dania Beach Blvd. | Dania Beach, FL 33004
Phone: 954-924-6800 ext. 3606 | **Fax:** 954-921-2604

DANIA BEACH
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Web: daniabeachfl.gov | **FB:** cityofdaniabeach | **Twitter:** @DaniaBeachFL
Youtube: DaniaBeachTV | **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.

BROWARD COUNTY
Planning Council

February 12, 2020

David Deka
The Estate Companies
6201 Southwest 70 Street
South Miami, Florida 33143

Dear Mr. Deka:

Re: Platting requirements for a parcel legally described as Lots 15-24, Block 12, "Town of Modelo," according to the Plat thereof, as recorded in Plat Book B, Page 49, of the Public Records of Miami-Dade County, Florida, said lands situate, lying and being in Broward County, Florida, less a portion for right-of way purposes; together with Lots 27-31, Block 2, "Amended Plat of Block 2, Eskilson Addition to the City of Dania," according to the Plat thereof, as recorded in Plat Book 7, Page 10, of the Public Records of Broward County, Florida, less a portion for right-of-way purposes; together with Lots 1-6, Block 1, and Lots 1-3, Block 6, "Beachway," according to the Plat thereof, as recorded in Plat Book 8, Page 33, of the Public Records of Broward County, Florida, less a portion for right-of-way purposes; together with the adjacent 40 foot vacated Northeast 1 Avenue right-of-way and the 15 foot vacated alley. This parcel is generally located on the north side of Dania Beach Boulevard, between Federal Highway/U.S. 1 and Northeast 1 Court, 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 mixed-use development on the above referenced parcel.

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 subject parcel is less than 10 acres (approximately 2.9 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.

Planning Council staff notes that when a specifically delineated parcel (i.e. Lots 15-24, Block 12, Lots 27-31, Block 2, Lots 1-6, Block 1 and Lots 1-3, Block 6) is combined with land which has been included in a plat recorded before June 4, 1953, but not specifically delineated or with vacated rights-of-way (40 foot Northeast 1 Avenue and 15 foot alley), Policy 2.13.1 of the Broward County Land Use Plan does not require replatting if the specifically delineated portion of the parcel constitutes the majority of the enlarged parcel; in this case the specifically delineated portion constitutes a majority of the enlarged parcel.

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 Leny Huaman, Planner, at your convenience.

Respectfully,

Barbara Blake Boy
Executive Director

BBB:LRH

cc: Ana M. Garcia, ICMA-CM, City Manager
City of Dania Beach

Marc LaFerrier, AICP, Director, Community Development Department
City of Dania Beach

DANIA BEACH
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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 FEB 21 2020

$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: 2/21/20 FROM: DAVID DEKA
PHONE: 561-339-9815 6201 SW 70th Ave
FAX: South Miami FL
EMAIL: ddeka@eigfl.com
PROPERTY FOLIO #: 504234120260
PROPERTY ADDRESS:
SELLER'S NAME: 4 N. Federal DANIA LLC

CITY OF DANIA BEACH WILL COMPLETE THE FOLLOWING INFORMATION:

UTILITY ACCOUNT INFORMATION: N/A-vacant commercial

☐ 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. #: AMOUNT DUE: $ DEPOSIT: $ ACCOUNT CURRENT (Y O N O

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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 @ 954-924-6805 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 O N O

☐ 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: M. Jelaso DATE: 02/27/2020

Lien Search Form.FDT Revised 3-5-15

☒ E-MAILED ☐ FAXED ☐ MAILED

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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

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$100.00 Fee per Lien Search, Processing Time 5 Business Days

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PLEASE PROVIDE THE FOLLOWING INFORMATION:

DATE REQUESTED: 2/21/20

FROM: DAVID DEKA
6201 SW 70th AVE AVE
South Miami FL

PHONE: 561-339-9815

FAX:

EMAIL: ddeka@eigfl.com

PROPERTY FOLIO #: 504234/20020

PROPERTY ADDRESS:

SELLER'S NAME:

CITY OF DANIA BEACH WILL COMPLETE THE FOLLOWING INFORMATION:

UTILITY ACCOUNT INFORMATION: N/A - parking lot

☐ 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.

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ADDITIONAL INFORMATION:

OTHER BALANCES/ACCOUNTS DUE:

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☐ 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 X N O

☐ PLEASE SEE ATTACHED LIEN CALCULATION(S)

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PREPARED BY: M. Velaso DATE: 02/27/2020

Lien Search Form.FDT Revised 3-5-15

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City of Dania Beach

100 W Dania Beach Blvd
Dania Beach, FL 33004
954-924-6800 x3401 FAX: 954-922-5619

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PHONE: 561-339-9815 6201 SW 70th Ave

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PROPERTY FOLIO #: 504234/20010

PROPERTY ADDRESS:

SELLER'S NAME:

CITY OF DANIA BEACH WILL COMPLETE THE FOLLOWING INFORMATION:

UTILITY ACCOUNT INFORMATION: N/A- vacant commercial

☐ 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.

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ADDITIONAL INFORMATION:

OTHER BALANCES/ACCOUNTS DUE:

☐ CODE VIOLATION: CASE# CONTACT CODE ENFORCEMENT @ 954-924-6810

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☐ OTHER AMOUNTS DUE/PENDING.

PROPERTY AS REFERENCED IS CLEAR OF LIENS PLACED BY THE CITY OF DANIA BEACH: (Y ☒ N O

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PREPARED BY: M. Jelaso DATE: 02/27/2020

☒ E-MAILED ☐ FAXED ☐ MAILED

DANIA BEACH
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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

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FEB 21 2020
BY.

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DATE REQUESTED: 2/21/2020

FROM: DAVID DEKA
6201 SW 70th Ave
South Miami FL

PHONE: 561-339-9815

FAX:

EMAIL: ddeka@eigfl.com

PROPERTY FOLIO #: 504234040010

PROPERTY ADDRESS:

SELLER'S NAME:

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UTILITY ACCOUNT INFORMATION: N/A - vacant commercial

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☐ THIS PROPERTY IS SERVICED BY A MASTER WATER METER. PLEASE CONTACT THE ASSOCIATION FOR ADDITIONAL INFORMATION.

ACCT. #: AMOUNT DUE: $ DEPOSIT: $ ACCOUNT CURRENT (Y O N O

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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 @ 954-924-6805 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 O

☐ 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: M. Pelaso DATE: 02/27/2020

Lien Search Form.FDT Revised 3-5-15

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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

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FEB 21 2020

$100.00 Fee per Lien Search, Processing Time 5 Business Days

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PLEASE PROVIDE THE FOLLOWING INFORMATION:

DATE REQUESTED: 2/21/20 FROM: DAVID DEKA

PHONE: 561-339-9815 6201 SW 70th Ave 305

FAX: South Miami FL

EMAIL: ddeka@eigfl.com

PROPERTY FOLIO #: 504234011820

PROPERTY ADDRESS:

SELLER'S NAME:

CITY OF DANIA BEACH WILL COMPLETE THE FOLLOWING INFORMATION:

UTILITY ACCOUNT INFORMATION: N/A - vacant commercial

☐ 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.

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ADDITIONAL INFORMATION:

OTHER BALANCES/ACCOUNTS DUE:

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☐ 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 O

☐ 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: M. Pelaso DATE: 02/27/2020

Lien Search Form.FDT Revised 3-5-15

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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 FEB 21 2020

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PLEASE PROVIDE THE FOLLOWING INFORMATION:

DATE REQUESTED: 2/21/20 FROM: DAVID DEKA

PHONE: 561-339-9815 6201 SW 70th Ave 305

FAX: South Miami FL

EMAIL: ddeka@eigfl.com

PROPERTY FOLIO #: 504234011840

PROPERTY ADDRESS:

SELLER'S NAME:

CITY OF DANIA BEACH WILL COMPLETE THE FOLLOWING INFORMATION:

UTILITY ACCOUNT INFORMATION: N/A - vacant commercial

☐ 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.

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ADDITIONAL INFORMATION:

OTHER BALANCES/ACCOUNTS DUE:

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☐ 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: M. Jelaso DATE: 02/27/2020

Lien Search Form.FDT Revised 3-5-15

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DANIA BEACH
SEE 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

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Municipal Lien Search Request

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PLEASE PROVIDE THE FOLLOWING INFORMATION:

DATE REQUESTED: 2/2/2020 FROM: DAVID DELA

PHONE: 561-339-9815 6201 SW 70th ST. 305

FAX: South Miami FL

EMAIL: ddeka@eigfl.com

PROPERTY FOLIO #: 504234011850

PROPERTY ADDRESS:

SELLER'S NAME: 4 N DANIA

CITY OF DANIA BEACH WILL COMPLETE THE FOLLOWING INFORMATION:

UTILITY ACCOUNT INFORMATION: N/A-vacant commercial

☐ 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.

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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 @ 954-924-6805 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: M. Jelaso DATE: 02/27/2020

Lien Search Form.FDT Revised 3-5-15

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City of Dania Beach

100 W Dania Beach Blvd
Dania Beach, FL 33004
954-924-6800 x3401 FAX: 954-922-5619

DANIA BEACH
SEA IT LIVE IT LOVE IT

Municipal Lien Search Request

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PLEASE PROVIDE THE FOLLOWING INFORMATION:

DATE REQUESTED: 2/21/20

FROM: DAVID DEKA
6201 SW 70th Ave
South Miami FL

PHONE: 561-339-9815

FAX:

EMAIL: ddeka@eigfl.com

PROPERTY FOLIO #: 504234120240

PROPERTY ADDRESS:

SELLER'S NAME:

CITY OF DANIA BEACH WILL COMPLETE THE FOLLOWING INFORMATION:

UTILITY ACCOUNT INFORMATION: N/A - parking lot

☐ 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.

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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 @ 954-924-6805 or 954-924-6800 x3633

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☐ OTHER AMOUNTS DUE/PENDING.

PROPERTY AS REFERENCED IS CLEAR OF LIENS PLACED BY THE CITY OF DANIA BEACH: (Y ~~O~~ N O

☐ PLEASE SEE ATTACHED LIEN CALCULATION(S)

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PREPARED BY: M. Pelaso DATE: 02/27/2020

Lien Search Form.FDT Revised 3-5-15

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DANIA BEACH
SEE 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

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PLEASE PROVIDE THE FOLLOWING INFORMATION:

DATE REQUESTED: 2/21/20

FROM: DAVID DEKA
6201 SW 70th Ave
South Miam FL

PHONE: 561-339-9815

FAX:

EMAIL: ddeka@eigfl.com

PROPERTY FOLIO #: 504234120250

PROPERTY ADDRESS:

SELLER'S NAME:

CITY OF DANIA BEACH WILL COMPLETE THE FOLLOWING INFORMATION:

UTILITY ACCOUNT INFORMATION: N/A - vacant commercial

☐ 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.

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ADDITIONAL INFORMATION:

OTHER BALANCES/ACCOUNTS DUE:

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☐ OTHER AMOUNTS DUE/PENDING.

PROPERTY AS REFERENCED IS CLEAR OF LIENS PLACED BY THE CITY OF DANIA BEACH: (Y X N O

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PREPARED BY: M. Jelaso DATE: 02/27/2020

Lien Search Form.FDT Revised 3-5-15

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City of Dania Beach

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DATE REQUESTED: 2/21/20 FROM: DAVID DEKA

PHONE: 561-339-9815 6201 SW 70th Ave

FAX: South Miami FL

EMAIL: ddeka@eigfl.com

PROPERTY FOLIO #: 504234041030

PROPERTY ADDRESS:

SELLER'S NAME: 4 N. Federal DANIA LLC

CITY OF DANIA BEACH WILL COMPLETE THE FOLLOWING INFORMATION:

UTILITY ACCOUNT INFORMATION: N/A-Vacant Commercial

☐ 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.

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☐ OTHER AMOUNTS DUE/PENDING.

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PREPARED BY: M. Jelaso DATE: 02/27/2020

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City of Dania Beach

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FROM: DAVID DEKA
6201 SW 70th Ave
South Miami FL

PHONE: 561-339-9815

FAX:

EMAIL: ddeka@eigfl.com

PROPERTY FOLIO #: 504234040040

PROPERTY ADDRESS:

SELLER'S NAME: 4 N. Federal DANIA. LLC

CITY OF DANIA BEACH WILL COMPLETE THE FOLLOWING INFORMATION:

UTILITY ACCOUNT INFORMATION: N/A - vacant commercial

☐ 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.

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PREPARED BY: M. Jelaso DATE: 02/27/2020

☒ E-MAILED ☐ FAXED ☐ MAILED

BROWARD COUNTY Planning Council

RECEIVED
FEB 13 2020
BY:

February 12, 2020

David Deka
The Estate Companies
6201 Southwest 70 Street
South Miami, Florida 33143

Dear Mr. Deka:

Re: Platting requirements for a parcel legally described as Lots 15-24, Block 12, "Town of Modelo," according to the Plat thereof, as recorded in Plat Book B, Page 49, of the Public Records of Miami-Dade County, Florida, said lands situate, lying and being in Broward County, Florida, less a portion for right-of way purposes; together with Lots 27-31, Block 2, "Amended Plat of Block 2, Eskilson Addition to the City of Dania," according to the Plat thereof, as recorded in Plat Book 7, Page 10, of the Public Records of Broward County, Florida, less a portion for right-of-way purposes; together with Lots 1-6, Block 1, and Lots 1-3, Block 6, "Beachway," according to the Plat thereof, as recorded in Plat Book 8, Page 33, of the Public Records of Broward County, Florida, less a portion for right-of-way purposes; together with the adjacent 40 foot vacated Northeast 1 Avenue right-of-way and the 15 foot vacated alley. This parcel is generally located on the north side of Dania Beach Boulevard, between Federal Highway/U.S. 1 and Northeast 1 Court, 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 mixed-use development on the above referenced parcel.

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 subject parcel is less than 10 acres (approximately 2.9 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.

Planning Council staff notes that when a specifically delineated parcel (i.e. Lots 15-24, Block 12, Lots 27-31, Block 2, Lots 1-6, Block 1 and Lots 1-3, Block 6) is combined with land which has been included in a plat recorded before June 4, 1953, but not specifically delineated or with vacated rights-of-way (40 foot Northeast 1 Avenue and 15 foot alley), Policy 2.13.1 of the Broward County Land Use Plan does not require replatting if the specifically delineated portion of the parcel constitutes the majority of the enlarged parcel; in this case the specifically delineated portion constitutes a majority of the enlarged parcel.

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 Leny Huaman, Planner, at your convenience.

Respectfully,

Barbara Blake Boy
Executive Director

BBB:LRH

cc: Ana M. Garcia, ICMA-CM, City Manager
City of Dania Beach

Marc LaFerrier, AICP, Director, Community Development Department
City of Dania Beach

The Estate Companies

6201 SW 70th Street,
South Miami, FL 33143
Tel: 305.663.1002 Fax: 305.663.0440

RECEIVED
FEB 12 2020
BY:

January 24, 2020

Corinne Lajoie
City of Dania Beach
Planning and Zoning
100 W Dania Beach Blvd
Dania Beach FL 33004

Re: Trion at Dania Beach

Mrs. Lajoie,

Please see below comments per the City of Dania Beach letter dated 1/23/20 followed by our response:

Economic Development -

1. the applicant should provide the anticipated number of jobs associated with the development; **average 200 employees during the duration of the project.**

2. the applicant should provide the estimated tax base of the development prior to and after Construction. **Construction and land costs are about 46 Million.**

Engineering and Public Services Comments - Manny Vega, PE

1.-Please, provide copy Unity of Titles, plat, re-plat, easements and/or dedication(s) recorded prior of issuance of Building Permit as necessary/require.
Anticipate any easements and dedications being required on all adjacent ROW roads and if any Utility Easements on Site. It shall be recorded in the Broward County Public Records. Please provide copy of letter from BC Planning Council determining if Re-Platting is necessary.

As soon as we have the unity of Title recorded at county we will provide a copy to the City of Dania. Right-of-way under building has been vacated and a utility easement was recorded over the R/W. Any new utility easements will be recorded.

2.- A Traffic Memorandum was provided, please verify criteria of 9th and 10th Editions, but check with PSD if should use the most restringing condition. 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/Report based on applicable trip generation rate(s) in the ITE -Institute of Transportation Engineers' Trip Generation manual, most recent edition -10TH editions. Traffic Impact Study / Traffic

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Memorandum must be approved by the City Engineer from Public Services Department.
A new updated traffic study has been provided. See attached.

3 .-For the purpose of evaluating flood and roadway conditions and mitigation related to the future development project, all topographic information might include LIDAR spot elevations within 150' of the subject property boundaries. Check with PSD if necessary. **Understood**

4.-Verify, if resurfacing/refurbishing and work of existing ROW along NW 1st Avenue, NE 1st Court, , Dania Beach Boulevard, and North Federal Highway are required by City, Broward County and/or FDOT as applicable. Utility / ROW Connection Permits are required on North federal Hwy., Dania Beach Boulevard and NE 1st Court and NE 1st Avenue. e.g. Parallel Parking, drainage improvements, sidewalk, dedications, etc.
Any required permits and/or repaving resurfacing will be completed at end of project before CO.

5.-Provide a proposed preliminary conceptual Drainage Analysis with Calculations and Structures Table. Revisit, possible water runoff from Onsite into ROW . Clarify, existing drainage system on 1st Court into Proposed Drainage system. **Drainage analysis is included with this submittal.**

6.-Provide regulatory agencies' approval documentation and Permits/Licenses (as applicable) as part of the final submittal, prior to issuance of the Building Permit (Broward County Surface Water License, Broward County Health Department Permit, Florida Department of Environmental Protection, FDOT, BC Environmental etc.). Also, include Utility / Right of Way Permits from City, Broward County and State Roads as applicable. **Understood**

7.- Provide a preliminary conceptual Pavement, Marking and Signage plan showing driveways aisles on some areas with directional arrows, striping, etc. and clearly identify how driveways width and stalls dimensions.
A preliminary Pavement Marking and Signage plan is included with this submittal.

8.- 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.
Projected water and sewer demand are now shown on the cover sheet of the engineering plans.

9.- Sec. 265-150. (E) Minimum access width dimensions at the street. Minimum (two-way) Twenty five (25) feet. **noted**

10.- Please provide an Erosion and Sediment Control Plan which shall be reviewed for the drainage impacts to adjacent properties, surrounding ROW, storm-water facilities, and

neighboring water bodies. Provide silt fence applications, bales backed by fence, protection around inlets or similar structures, barrier for fill slope, barrier for paved and unpaved ditches details (As applicable).
Erosion control plan has been included with the engineering plans.

11.- Use recommended spacing for Type I and Type II Hay bale barriers, and type III silt fences, from chart FDOT state drainage manual. (As applicable)
Noted.

12.- Please, provide a Staging Plan, including, construction equipment, machinery , storage, employees parking, etc. **To elaborate a little on the above comment for the Staging Plan, at the moment we plan to start the west building first and all staging and material will be on the east parcel of land. Once we pour the 4th floor we can remove all shoring on the ground floor and move all parking and storage to the ground floor parking area on the west building. At this time, we can start the east building ground floor and work up. As we get to the 4th floor on the east section of the property all the employee parking, materials, staging can be done in this area. As for the concrete trucks when pouring the slabs we will have a 30' wide area in the open space area on the north side of the building to have all our concrete trucks unload and delivery trucks offload so the crane can hoist construction material to the upper floors.**

TIER 2:
- Site Plan A-001 / Ground Floor Plan A-101:

1.- Identify ROW lines, dimensions and grading on the Project/Property.
ROW lines, dimensions and grading is shown on the paving grading and drainage plan sheet.

2.- Show sight-visibility triangle of 25' at all proposed driveways and/or ingress-egress.
Comment noted. Site triangles are shown on the site plan.

3.- Show 30' Sight visibility triangles at both intersections, North Federal Highway/Dania Beach Boulevard and Dania Beach Boulevard/NE 1st Court . Missing at entrances/driveways on driveways and FDOT Index 546 on all ROW, showing minimum distances as per speed within Passenger Vehicle/SU Vehicle/ Combination Vehicle Tables. e.g. Number of lanes – Divided-Undivided – and ways, flared, etc.
Comment noted. FDOT visibility triangle is shown on the engineering plans.

4.- Any road cuts for utilities, curb cuts and/or others with the City ROW shall be restored to full lane width for 50' minimum length centered on the proposed cut.
Restoration is shown to be a minimum of 50' for the utility work

5.- Provide Maintenance of Traffic (MOT) Plan by a licensed General Contractor/Professional

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Engineer in the State of Florida (If applicable). **Understood**

1201 STIRLING ROAD, DANIA BEACH, FL 33004 * PHONE (954) 924-6808 * FAX (954) 923-1109

6.- In accordance with City Code of Ordinances in Article 415. SIDEWALKS AND SWALES, Owner is responsible for the construction of sidewalks / swales within the road ROW when buildings are constructed or substantially improved.
- Provide the following civil engineering drawings, signed and sealed by a Florida registered professional Civil Engineer: **Sidewalks are shown to be demolished and replaced within the project limits**

7.- A Preliminary Conceptual Paving, Grading and Drainage Plan was provided. Please provide a complete PGD Plan including sizes and dimensions of all storm-water infrastructures. Please be advised that all storm drains shall be constructed with RCP and/or approved equivalent piping in the City ROW. Provide table of conflict points between utilities. Provide Drainage Structures Tables. E.g. Different FFE, verify unidentified drainage well, clarify roof drainage connections. See Mark-Ups. **Paving grading and drainage plans show storm drainage and material and structure details are shown on the paving and grading drainage sheets.**

8.- Provide an on-site drainage system plan along with storm-water management calculations (signed, sealed and dated by a registered professional engineer) including geotechnical information supporting the proposed drainage design. . The calculations shall show how the minimum crown of the road and finished floor elevations are met, and how the 25-year, 3 day storm event is maintained on site 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.
Provide a copy of pre -and-post development storm-water management and drainage calculations. The City specifically needs the following information: 5 Year, 10-year, 25-year, and 100¬year 1, 24-hour and 72-hour flood stage elevations respectively. Showing Lowest minimum Inlet Elevation, Parking Lot Minimum Design Elevation, Crown of Road Elevation, Minimum Berm
Elevation, FFE including 100 Year Flood Map. Please clarify 5 different proposed FFE at 7.00', 7.63', 8.00', 9.00' and 11.00'.
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.
Be advised that the applicant shall not be authorized to connect the on-site drainage system to those within the public ROW of FDOT, BCHCED, and/or the City. Provide authorization as appropriate from FDOT, BCHCED, and/or the City for the existing and proposed connections

between the on-site drainage system and public ROW. Clarify existing drainage system connection to any basin or any existing offsite drainage system. Provide copies of Broward County 100 Year Elevations and FEMA Flood Designations maps. **The drainage analysis is included with this submittal.**

9.- Identify and describe location of building(s) roof drains, and their proposed connection(s) to the on-site drainage system. Please provide Florida Department of Environmental Protection's Permit. See A-107 Roof Plan.

10.- A preliminary conceptual proposed water and sewer -utilities –plan was provided. Please, provide a complete Utilities Plan indicating all water and sewer appurtenances including but not limited to point of connection to the existing system, cleanout, water meter, check valve, etc. See mark ups. **Water and sewer plan is included with this submittal. Details of the water and sewer system are included on the detail sheets.**

11.- Provide utility piping conflict details plan, along with documentation to demonstrate acceptability of the separation between water, sanitary, storm-water service lines, etc. **Noted**

12.- Show also all existing and proposed utilities on the landscaping plans for potential conflicts. **Understood, will do on final drawings. Water main in road and not in landscape areas.**

13.- Please Provide a Complete Pavement, Marking and Signage Plan with details. **Pavement marking and Signage plan is included with the engineering drawings.**

14.- Provide ADA parking, access / driveway, and sidewalks /ramps including dimensions in accordance with Chapter 553 of the Florida Statutes. "Accessibility of Handicapped Persons" and 1201 STIRLING ROAD, DANIA BEACH, FL 33004 * PHONE (954) 924-6808 * FAX (954) 923-1109 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. See Civil and Arch drawings. **All plans will meet ADA and HAC.**

15.-Contractor shall provide, before issuance of C.0., to the EOR and City of Dania Beach" a CD with a full As-Built drawings of the project giving horizontal and vertical dimensions of all the Utilities connections signed and sealed by a registered surveyor. **Noted.**

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.**

17.- Provide regulatory agencies' approval documentation (Florida Department of

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Environmental protection, BC PDMD - Transportation Concurrency Satisfaction Certificate, - Environmental Review Approval Certificate, BC HD – General Permit for Water Extension, BC EEPD- Environmental Resource Permit - Surface Water Management - License for Installation of Wastewater Collection/Transmission System, BC WWED -Utility Connection Permit -, BC Aviation Department, FAA, BC Planning Council, BC Asbestos Program Certificate of Submittal, etc.), including Utility / ROW / Drainage Connection and Access Driveway permits from FDOT, BC and City prior to issuance of the Building Permit (As applicable). **Noted.**

Fire Prevention Officer/Plans Examiner - David Zipoli

1. Fire Department Access Information as follows: Call out on sheet C-4 the dedicated fire department lanes.
   a. All turning radii (demonstrated)
   b. Drive Aisle widths (demonstrated)
   c. Fire Department Apparatus Access Road locations and dimensions - demonstrate or note on the plan how they will be marked and delineated on site See A-003 Fire Truck Diagram (New Sheet)

2. Proof of Water Supply & Fire Flow Demand as follows: Please provide proof of the following for water supply.
   a. Fire Hydrant Flow Test
   b. Building Construction Type and Square Footage See A-002 Building Type (New Sheet)
   c. Fire Flow Demand Calculations Signed and Sealed by Licensed Engineer
   d. A completed Application for the Approval of the Fire Protection Water Supply Design See the last page of this document)
   e. 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. (This document shall bear the seal and signature of the engineer). **A water supply and fire flow demand analysis is included in the submittal package. The analysis includes items (a) thru (E) listed under comment No. 2.**

Tier 2 COMMENTS

3. Additional Fire Department Access Information as follows: For sheet C-4
   a. Fire Lane locations and striping detail (demonstrated)
   b. "NO PARKING" sign locations and sign details demonstrated

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c. A note or detail identifying the design load for surface compaction of all non-paved roadways and/or Fire Department Access Roads (where applicable)
d. Building Accessibility
e. Fire Department Access Routes During Construction

Signs and pavement markings are indicated on the newly added sheet C-5

4. An egress plan demonstrating and dimensioning all common paths of travel and travel distances to all exits within the buildings and/or structures.
See LS-01 to LS-06 Life Safety Plans

5. Minimum Radio Signal Strength for Fire Department Communications – See details on the next page. See A-102 to A-107 Floor Plans and Roof Plan

Radio Signal

1. A test "grid" plan shall be produced to ensure testing throughout the building. **Noted**

2. Signal levels shall be measured to ensure the system meets the criteria of 24.5.2.3 according to parameters as follows: **Noted**

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 **Noted**

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. **Noted**

FIRE DEPARTMENT ACCESS REQUIREMENTS

ADDRESS IDENTIFICATION

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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] **Noted**

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] **Noted**

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] **Noted**

Address numbers shall be Arabic numerals or alphabet letters. [NFPA 1:10.12.1.3] **Noted**

GENERAL DRIVE AISLES WIDTH AND HEIGHT
Drive aisles must be a minimum of 12 feet in width. [AHJ] **Noted**

VERTICAL CLEARANCES FOR APPARATUS
Vertical clearances of 14 ft. minimum are required by AHJ. See Note on A-003

FIRE APPARATUS ACCESS ROADS IDENTIFIED AND MARKED
Fire Apparatus Access Roads are required to be identified and delineated. [AHJ; 1:18.2]
Comment noted. Fire signage is shown on the engineering plans.

WIDTH REQUIREMENT FOR FIRE DEPARTMENT ACCESS ROADS
Fire Department access roads shall have an unobstructed width of not less than 20 feet. [1:18.2.3.4.1.1] See Note on A-003

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]

Comment noted. Fire signage is shown on the engineering plans.

"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 **Noted**

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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, **Comment noted. Fire signage and yellow curb paint is shown on the engineering plans**

"NO PARKING FIRE LANE BY ORDER OF THE FIRE DEPARTMENT" or similar wording. **Noted**
- 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] **Fire signage is shown on the engineering plans.**

SURFACE COMPACTION
Demonstrate that the required Fire Department access road shall have a surface designed to: **Comment noted.**
- Accommodate fire apparatus with a minimum weight of 32 tons. [1:18.2.2.1.3]
- Have a surface suitable for all-weather driving capabilities. [1:18.2.2.5.2] – Examples: Turf Block, Concrete, Stone, etc.

OBSTRUCTION OF FIRE DEPARTMENT ACCESS ROADS
The required width of a fire department access road shall not be obstructed in any manner. **Comment noted.**
[1:18.2.4.1.1]

GATES REQUIREMENT
-Where gates are utilized, provide a Knox entry system to allow Fire Department Access [1:18.2.2.1] https://www.knoxbox.com/store/chooseDepartment.cfm and select Dania Beach District Fire Marshal's Office. Phone number for Knox Customer service is as follows: 800-552-5669. **Noted**

TURNING RADIUS
Turning radii must be a minimum of 38 ft. inside radius and 50 ft. outside radius with a clear sweep of 12 ft. of drive aisle for all Fire Department access roads / lanes (Turning radius requirements for Rescue Apparatus Access areas is 26' outside radius and 14' inside radius) [1:18.2.3.4.3] When demonstrating Turning Radii, all parking spaces must be a minimum of 18' in length. **Comment noted. Radii dimensions are shown on the engineering plans.**

CUL-DE-SACS
Cul-de-sac turnarounds must be no less than 100 ft. in diameter. **N/A**

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DEAD ENDS
Dead-end fire department access roads in excess of 150 ft. in length shall be provided with approved provisions for the turning around of fire apparatus (Hammerhead "T" Turn-around, Culde-sacs, Alternative (Modified) "T" Turn-around, etc.). [1:18.2.3.4.4]
See A-102 & A-104 – Not dead-end more than 150'

BUILDING ACCESSIBILITY FROM FIRE DEPARTMENT ACCESS ROADS
Any portion (furthest point) of any 1st Floor exterior wall must be:
- Not more than 150 ft. from Fire Department Access Roads – Un-sprinklered Buildings. [1:18.2.3.2.2]
- Not more than 450 ft. from Fire Department Access Roads – Sprinklered Buildings. [1:18.2.3.2.2.1] See Note on A-003 **Comment noted.**

DISTANCE TO EXTERIOR DOORS OF BUILDINGS FROM FIRE DEPARTMENT ACCESS ROADS
A single exterior door providing access to the interior of any building must be located within 50 feet of a fire department access road. [1:18.2.3.2.1] See Note on A-003

BRIDGES
The bridge shall be designed for a live load sufficient to carry the imposed loads of fire apparatus with a minimum weight of 32 tons. [1:18.2.3.4.5.2] See Note on A-003

LOAD LIMITS TO BE POSTED
Vehicle load limits shall be posted at both entrances to bridges, ramps and elevated roadways where required by the AHJ. [1:18.2.3.4.5.3] **Noted**

GRADE
The angle of approach and departure for any means of fire department access shall not exceed 1 foot drop in 20 feet (5%), and the design limitation of the fire apparatus of the fire department shall be subject to approval by the AHJ. [1:18.2.3.4.6.2*]
See Note on A-003

FIRE HYDRANTS & FIRE PROTECTION APPLIANCES REQUIREMENTS

HYDRANT DETAIL REQUIREMENTS
Please provide fire hydrant detail in accordance with the following:

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- The center of a hose outlet shall be not less than 18 inches above final grade, (or where located in a hose house, 12 inches above the floor) [24:7.3.3]
- The Steamer opening is to be 4 ½ inches in size with four (4) National Standard Threads per inch.
- All fire hydrants shall be "traffic type" to break-away upon impact.
- The fire hydrant main body valve shall open against the flow and shall close with the flow. **Noted**

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] **Blue double reflective RPMs are shown on the engineering plans within the roadway, adjacent to fire hydrants .**

IMPACT PROTECTION
Provide bollards consisting of three inch steel pipe buried at three feet deep, with three feet of height above ground level and spaced three feet apart, These bollards are to be filled with concrete and capped are acceptable. [24:7.3.5] [24:7.3.6] [13:8.15.1.3.2]
Comment noted.

CLEARANCE REQUIREMENTS FOR FIRE HYDRANTS
Provide clearances of 36" in circumference around all fire hydrants. [1:18.5.3]
Comment noted.

HYDRANT SPACING FOR COMMERCIAL PROPERTY
Hydrant spacing shall not exceed 350 feet linear separation (as the fire apparatus drives) for commercial properties (to also include apartment buildings, condominiums, townhouses, etc.) **Noted**
[24:7.2.1] [AHJ]

HYDRANT SPACING FOR PRIVATE RESIDENTIAL PROPERTY
Hydrant spacing shall not exceed 500 feet linear separation for residential one and two family dwellings. [24:7.2.1] [AHJ] **Noted**

HYDRANTS TO BE 40' OR MORE FROM BLDGS.
Hydrants shall be located not less than 40 ft. from the building or wall hydrants shall be permitted to be used where approved by the AHJ. [24:7.2.4] **Noted**

STANDPIPE SYSTEMS REQUIRED See Note on A-003

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Provide a Class I standpipe system in accordance with the provisions of N.F.P.A. 1, Section
13.2.2.2 and NFPA 14, where any of the following conditions exist:
- More than three stories above grade where the building is protected by an approved automatic sprinkler system.
- More than two stories above grade where the building is not protected by an approved automatic sprinkler system.
- More than 50 ft. above grade and containing intermediate stories or balconies
- More than one story below grade
- More than 20 ft. below grade

LOCATIONS OF SIAMESE FIRE DEPARTMENT CONNECTIONS
Fire department connections shall be located:
- On the street side of buildings.
- Where fully visible and recognizable from the street or nearest point of fire department apparatus accessibility.
- And arranged so that hose lines can be attached to the inlets without interference from nearby objects, including buildings, fences, posts, or other fire department connections. [14:6.3.5.1]
- Not more than 100 ft. from the nearest fire hydrant connected to an approved water supply. [14:6.3.5.4]
- On the same side of the roadway or fire lane as the nearest fire hydrant. [AHJ]
- Within three ft. (3') of the curb line of fire lanes, streets. [AHJ]
- In a place that will allow a space four feet (4') on both sides of the fire department connection centerline that must be kept open at all times. **Noted**

SIGNAGE FOR FIRE DEPARTMENT CONNECTIONS
- The FDC must be identified as to the building (complete address) or portion of the building it serves. Provide a permanent tactile sign at the FDC to meet the above requirement.[14:6.3.5.3]
- A sign also shall indicate the pressure required at the inlets to deliver the system demand. [14:6.3.5.2.2]
Each fire department connection shall be designated by a sign having raised letters, at least 1 inch in height, cast on a plate or fitting that reads "STANDPIPE", "STANDPIPE AND AUTOSPKR" or "AUTOSPKR AND STANDPIPE". [14:6.3.5.2] **Noted**

RED REFLECTIVE HYDRANT MARKERS
Provide one (1) Red 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 FDC. [AHJ] **See civil pavement markings plans**
-
BACKFLOWS REQUIRED (See NFPA 13, Chapter 15, Section A.15.1.8 & Handbook)

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Provide a Backflow Prevention Assembly for the Fire Sprinkler System that meets the following requirements: **Noted**
- All backflow preventors must be Accessible for service and maintenance [13:8.16.4.6]
- All backflow preventors must be Listed for fire protection service [24:5.4.2]
- All backflow preventors must be installed above ground [AHJ]

Backflow preventors are shown on the engineering water and sewer plans.

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] **Noted**

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] **Noted**

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. **Noted**

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] **Noted**

SPRINKLER SYSTEM REQUIRED
Buildings 3 or more stories in height and 3 or more units attached shall be equipped with a complete automatic fire sprinkler system. Completed engineered fire sprinkler drawings are required with construction document submittal. Please Note. [FBC 903.6.] **Noted**

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.

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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.See attached fire flow test, **we are in the process of requesting another fire flow test and will inform the fire department and city for test.**

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. **Noted**

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 (March 19,2018) to the Florida Fire Prevention Code (6th Edition), Section F-112, NFPA 13 (2013 Ed.) and NFPA 14 (2013 Ed.) **Noted**

Broward County Amendments to the Florida Fire Prevention Code

F-112 – Automatic Sprinklers Required **Noted**

F-112.1 – Fire flow testing of the Water Supply for Automatic Fire Protection Systems (AFPS) and Automatic Standpipe Systems (ASS) using water as an extinguishing agent for new buildings and structures and existing buildings and structures where the AFPS and ASS are altered by more than seventy-five (75) percent of their value shall be as follows: **Noted**

a) Fire flow test of the water supply for AFPS and ASS shall be in accordance with NFPA 291, Recommended Practice for Fire Flow Testing and Marking of Hydrants, Florida Administrative Code (FAC) 69A-60. **Noted**

b) The engineer of record (EOR) shall be responsible to review the fire flow results, potential drought impact and future demands to the water distribution system. Where the EOR determines that the water distribution system will be significantly impacted during drought conditions or as a result of anticipated future growth, the EOR shall provide a safety margin in the design of the

AFPS/ASS. The EOR shall utilize NFPA 13 annex as a guide in reviewing water distribution systems. **Noted**

c) Design of the water flow for the AFPS and/or ASS shall be the same as that obtained from the fire flow test. **Noted**

d) The residual pressure at the required water flow at the connection to the water main for an AFPS and/or ASS shall not be less than 20 PSI. **Noted**

e) The static pressure at the water main shall be determined by a recorded method for a minimum twenty-four (24) hour period. **Noted**

f) Fire flow test data shall not be more than one (1) year prior to the plans, hydraulic calculations and submittals for the AFPS and/or ASS being submitted to AHJs for their review and acceptance. The results of the fire flow test shall be provided to the AHJ at the time of the submittal of the plans, hydraulic calculations and submittals for the water based AFPS and/or ASS. **Noted**

Landscape Plan Review: - Jake Ripp

1. The existing tree table on sheet TD-1 shows the same specifications for all the existing trees on the site as it did when it was approved in 2017. Provide a new survey for the existing trees onsite and update the specifications accordingly (DBH, height, canopy diameter, canopy area, condition, etc.) as they are likely to have changed since the initial survey. Response: Refer to sheet TD-1 with updated tree evaluation provided by arborist. Addition information on existing trees provided in separate full arborist report.

2. Per Sec. 275-80(D), the existing tree survey should include the location and canopy for all existing trees on adjacent properties within 25 feet of the property line. Response: Refer to sheet TD-1 for locations and information on trees labeled A-G off property.

3. A site inspection by the City shall be required after the submittal of the new existing tree survey to verify existing tree resources. Response: Noted

4. The existing tree table on sheet TD-1 clumps together trees 27-30 and trees 32-35. Separate these trees to individual rows since these trees all have different specifications. Response: Existing tree charts have been revised.

5. Provide the specifications and canopy mitigation for trees 27-30 and 32-35. Response: Existing tree charts and mitigation have been revised.

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6. There are two trees listed as tree 30 in the existing tree table on TD-1. Clarify. Response: Existing tree charts have been revised.

7. The four medjool palms on the existing tree table on sheet TD-1 are specimen trees per Sec. 825-50. Provide the specimen value calculated by the specimen tree appraisal formula in Sec. 825-140(C)(2). Note that specimen trees are solely mitigated by specimen value, not canopy mitigation. Remove the canopy mitigation from all specimen trees onsite. Response: The arborist has identified the date palms as Sylvester palms not medjools and the specimen values have been added to charts on sheet TD-1.

8. The Sec. 825-100(A)(5) requirements are not being met. Provide the 150% canopy mitigation modifier on all non-invasive, non-specimen trees. Response: The 150% canopy mitigation values have been added to the mitigation column to mitigation chart on sheet TD-1.

9. Category II invasive species such as coconut palms are mitigated at a one-to-one basis, not by canopy mitigation. Include a separate column on the existing tree table on sheet TD-1 for the category II mitigation requirement. This mitigation requirement is not subject to Sec. 825-100(A)(5) requirements. Response: Mitigation required has been revised on sheet TD-1.

10. Provide mitigation calculations on sheet TD-1 that describe how the mitigation requirements will be met; either by onsite plantings, offsite plantings, or payment into the tree trust fund. Response: Mitigation calculations and requirements have been provided on sheet TD-1.

11. Per Sec. 825-140(C)(2), specimen trees must be relocated onsite. Only if relocation proves not to be feasible, may specimen trees be removed from the site. Response: Four date palms shall be relocated on site.

12. The proposed streetscaping does not meet the CRA Redevelopment Plan's requirements on Federal Highway per Sec. 307-20(B). The landscape designs for Federal Highway can be found on pages 221, 230, and 254 of the Redevelopment Plan. The plan requires street trees spaced 25 feet on center. The species composition should be dominated by ornamental trees such as pigeon plum, Japanese blueberry, gumbo limbo, or pink tabebuia and intermixed with palm trees. The Redevelopment Plan proposes a ratio of three ornamental trees for every palm tree, however, additional ornamental trees may be used. Additionally, two different species of ornamental trees must be used. Response: Sheet L-1 has been revised to provided street trees 25' O.C.

13. The proposed streetscaping does not meet the CRA Redevelopment Plan's requirements on NE 1st Ave per Sec. 307-20(B). The landscape designs for NE 1st Ave can be found on pages 219, 223, and 249 of the Redevelopment Plan. The plan requires street planters on each side of singlespaced street parking planted with an alternating rhythm of ornamental trees and palms trees. Additionally, two different species of ornamental trees must be used. Response: Streetscape requirements do not apply to NE 1st Ave. It is no longer a city through street.

14. The proposed streetscaping does not meet the CRA Redevelopment Plan's requirements on NE 1st Ct. per Sec. 307-20(B). The landscape designs for NE 1st Ct. can be found on pages 218, 225,

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and 250 of the Redevelopment Plan. The plan requires landscape bulbouts every 4 street parking spaces installed with two palm trees and one ornamental tree. Additionally, two different species of ornamental trees must be used along the street. Response: Bulbouts and required planting provided along NE 1st Court.

15. The proposed streetscaping does not meet Sec. 307-20(A) requirements along E Dania Beach Blvd. This section requires royal palms spaced 20' apart along the entire street. Response: Plans revised to provide 13 royal palms along E Dania Beach Blvd.

16. Sec. 275-130 requirements do not apply to CC zoned properties. Response: Noted

17. This property utilizes a proposed parking garage and therefore does not have VUA landscape requirements per Sec. 275-90. Response: Noted

18. Provide the percentage of nonvehicular open space for the property in order to verify Sec. 275-140 requirements. Response: Refer to code chart on sheet L-2 with open space percentage and to architect's plan A-004 for diagram.

19. The Sec. 275-60 native species calculations do not appear to incorporate all required trees, palms, and shrubs onsite. Adjust the calculation to show that 50% of all required trees, palms, and shrubs shall be native species. Note that trees and palms may be lumped into the same category while shrubs shall be calculated separately. Response: Refer to revised code chart on sheet L-2 for native requirements.

20. Sec. 275-190 requirements in the Landscape Code Requirements table on sheet L-2 was mistyped as Sec. "271-190." Response: Noted

21. Sec. 275-100 requirements do not apply to parking garages. The Landscape Code Requirements table shows that 2 trees are required for interior VUA landscape. Denote where these trees are located/required. Response: Noted

22. Sheet A-002 shows that the 10% pervious area requirements are being met, however, the plan does not appear to have the required pervious area. Provide a Landscape Code Requirements plan that shows and visibly breaks down the code requirements by SF so that this can be verified. The plan should show which areas are pervious, impervious, and show what code requirement they are satisfying. . Response: Refer to code chart on sheet L-2 with open space percentage and to architect's plan A-004 for open space diagram.

23. Provide the dimensions of the tree grates to ensure compliance with Sec. 275-190(H)(7) pervious area spacing requirements. . Response: Tree grate planting area to be 4' x4'. Noted on plan.

24. Per Sec. 275-190(O), provide a note that root barrier will be installed for every tree and palm planted within 10 feet of any sidewalk, hardscape, or parking area. . Response: Note provided on sheet L-2.

25. Provide root barrier detail. Response: Detail provided on sheet L-2.

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26. Provide the landscape plan for the pool area on the 5th level. Response: See sheet L-3 for 5th level landscape plan.

27. Per Sec. 275-80(M), provide an irrigation plan that shows the location of all existing and proposed landscape, valve and pump locations, etc. . Response: See sheet IR 1 and IR2 for irrigation plans.

.

Zoning Review - Corinne Lajoie
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.
Confirmed!

3. Must submit application, application fee, justification statement based on criteria identified in the LDC, and any other documentation necessary for all Variances, Special Exceptions, Waivers, Design Variations, etc needed for the project at time of Site Plan Submittal. Failure to do so will result in delay of the project. completed

4. PLATTING: Provide letter from Broward County identifying whether this property needs to be platted or replatted.
We have requested a plat Determination letter to confirm that this site does not need to be platted as it is less than 10 acres. We will forward to you as soon as we receive the letter.

5. SCHOOLS: Obtain a SCAD report from Broward County School Board regarding school impact fees.
Working on it.

6. RIGHT-OF-WAY: Identify if R-O-W dedication is required.
FDOT R/W is required on Dania Beach Boulevard and will be dedicated during permitting with FDOT

7. UTILITIES: Identify projected water, sewer and solid waste demand for the project. Must provide documentation from Public Services, or Broward County as applicable, stating capacity is available to meet the projected demands prior to public hearing.
Projected water and sewer demands are shown on the civil engineering cover sheet.

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8. IMPACT FEES: Impact fees that will be required for the project are attached to these comments for your reference.
Understood

9. **SIGNS: Provide copy of all signs for compliance review, consistent with Article 635.**
We have no signed design at the moment but will provide to the city for approval.

10. 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.
We are applying for the FAA permit.

11. **PARKING:** Tandem parking is only permitted in association with valet parking. Identify the 27 proposed tandem parking spaces a valet and provide proof of compliance with all of the valet parking regulations identified in Section 265-120.
Tandem Parking Spaces are for a unit. And for tenant only.

12. PARKING: Per Section 265-20, minimum parking space width is 9'. Identify width of parking space. See A-101 to A-104 Parking Garage Dimensions

13. PARKING: Per Section 265-110(I)(2) parking spaces shall be delineated with a single strip, not double strip. Revise accordingly. Every Tandem PS shall be assigned to same unit. See notes on Parking Garages Tandem PS.

14. PARKING: Per Section 265-140:
(B) "No column shall be located within 3' of the entrance of a parking space." Identify measurement on site plan to confirm compliance.
See A-101 to A-104 Parking Garage Dimensions
(E) & (F) Confirm minimum vertical clearance of 14' on ground floor and 7'2" for parking structure on above levels are met by identifying measurements on site plan.

15. LOADING:

16. **USE:** Per Section 303-40(E) "Mixed-use building with ground-floor retail, entertainment and/or office use are required in the core." The eastern building, only ¼ of the proposed ground floor meets this requirement. Revise accordingly. **Discussed at DRC**

17. **DENSITY:** Clarify incentive. Through the utilization of Sustainable Design Bonus and Public Parking Payment = 74 du/ac. Revise accordingly. See Density Incentive Calculations on A-001

18. **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.**
The Traffic Memorandum provided by Traf Tech dated 12-9-19 identifies a revised total PM Hour trips as 325. Therefore, applicant must pay $6,909.50 ($21.26 X 325 = 6909.50) into the RAC Traffic Impact Mitigation prior to issuance of a building permit.
See attached traffic report

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19. Per Resolution No. 2015-071, $1,825.00 per Single Family/Townhouse dwelling, $1,364.00 per Multifamily Dwelling, $1,140.00 per Mobile Home must be paid for Recreation and Open Space Impact Fee at time of building permit issuance. Therefore, the applicant must pay $463,760.00 (340 X $1364 = 463,760) prior to issuance of a building permit.
Understood

20. Must provide latest revised set of plans on disk prior to going to public hearing.
Understood

21. For the purpose of evaluating flood and roadway conditions and mitigation related to the future development project, all topographic information will include LIDAR spot elevations within 150' of the subject property boundaries. **Understood**

22. 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. **Understood and we have started contacting neighbors including the hotel next door.**

23. For any building 5-stories or greater, provide a shadow study identifying how adjacent properties will be affected. **See sheet A3.01, A-3.02, A-303, A-304, A-305**

24. 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.
Traffic engineering report attached and traffic engineer and city have been in contact

25. Applicant must obtain statement from the City Engineer, stating that adequate water supply exists for this project. **Understood**

26. 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. **Understood**

27. 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. **Understood**

28. Please e-mail resolution and legal description, prepared by an attorney, for development approval in word format to clajoie@daniabeachfl.gov four (4) weeks prior to public hearing.
Sent for review and copy attached.

29. Must provide mailing list and labels for property owners within 450' of the development site to Community Development, consistent with regulations identified in the City's Code of Ordinances, Chapter 28, Section 610-30. The labels are needed 30 days prior to public hearing, information must be no older than 60 days. The City will prepare and mail the notices.
Mail labels attached.

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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. **We have filled out the application and submitted for the lien Search**

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 & O-2018-019, commercial properties under construction are required to provide security to fencing with screening showing project rendering covering at least 75% of the length of the fence along an arterial or state right-of-way & 25% for local roads and must include 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. Provide screen detail with next submittal.

33. Per Article 280, provide photometric plan showing light levels at property lines to ensure compliance. See PH-01

34. Per Section 305-70, Public Park Incentive – dedication of land no longer accepted, only payment into the Public Park Incentive fee is provided for. **Understood**

35. Per Section 303-40(M) a minimum of 70% of the building must be placed on he Build To Line;
approximately 50% proposed. Revise to meet the previously approved 47% or request another Design Variation. A design variation required submittal of an application, an application fee of $500 for each request, and a written justifications statement addressing the design variation criteria identified in Sec. 301-50. Must be addressed with next submittal.
The recess on South Façade (on Dania Beach Blvd.) is in order to get the amount of pervious area required.

36. Sheet A-002, Zoning Data Summary Comparison Chart: See A-001
- Revise the identified as "Approved Resolution" of 320 du to 300 (see Site Plan Revision 1 approved by the City Commission on 6-27-17 via R-2017-063). Revise accordingly.
- Revise the Building Height Proposed/Approved Resolution of Each side to show 87' as approved by the original site plan on 10-10-16 via R-2016-137.
- Revise "Proposed East Side" building height to the previously approved 87' or request

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a 2nd Design Variation from this regulation. A design variation required submittal of an application, an application fee of $500 for each request, and a written justifications statement addressing the design variation criteria identified in Sec. 301-50. Must be addressed with next submittal.

- Revise "Sec 303-40-L: Building Placement" by eliminating "min." as these are building placement requirements not setbacks.
- Revise "Proposed" Building Placement to reflect dimensions showed on site plan drawing as follow:
  - North: 4'/16'/30'
  - East: 7.5'
  - West: 11'
  - South: 5'/19'2"/10'5"/31'10" (SEC)/20'4"(SWC)

37. Sheet A-002, Density Incentive Calculations, Revise Public Parking Bonus, "Density Allowed" column to reflect public parking to be provided in increments of 10 parking spaces, therefore 10 public parking spaces must be proposed in order to earn 5 dealing units at a time. Fractional calculations are not permitted. Revise accordingly. **Noted at DRC**

38. Identify dimensions between west property line and transformer room in NWC. **See Sheet A-001 and A-101 dimension is 4'-0"**

39. Per Section 305-50 (H), Performance Bonds. "Participants in the voluntary green building program, at the time of building permit application, shall post a performance bond, letter of credit, or other form of surety approved by the City Attorney, in the amount described by the regulations (Planning, per R-2017-063). **Understood**

40. SUSTAINABLE BUILDING PRACTICES: Per Section 305-50(F) Provide "Project site and engineering plans that clearly detail all green building measures which are intended to qualify for incentive."(Planning, per R-2017-063). **See letter prepared by ECSG Energy Cost Solutions Group for required certification and proposed points.**

41. Must provide unity of title unifying all lots, prior to issuance of a building permit (Planning, per R-2017-063) **Understood**

42. The developer shall enter into an Agreement with the City to ensure the compliance of the pocket park with Articles 305 and 312 of Chapter 28 of the Dania Beach City Code in a form acceptable to the City Attorney. Such Agreement shall provide for ongoing maintenance of the park by the developer and ensure continuous public access to the pocket park from dawn to dusk 365 days of the year, except during declared states of emergency and shall be recorded in the public records at the expense of the developer prior to the issuance of a building permit for the Site Plan (Planning, per R-2017-063).**Understood**

43. Sheet A-001 is mislabeled. Sheet should not be identified as "Site Plan", rather "Amenity Deck" or "5th Level". Revise accordingly. **Noted**

Regards,

The Estate Companies

David Deka

David Deka,
The Estate Companies

The Estate Companies

6201 SW 70th Street,
South Miami, FL 33143
Tel: 305.663.1002 Fax: 305.663.0440

February 12, 2020

Corinne Lajoie
City of Dania Beach
Planning and Zoning
100 W Dania Beach Blvd
Dania Beach FL 33004

Re: Trion at Dania Beach

Mrs. Lajoie,

12.- Please, provide a Staging Plan, including, construction equipment, machinery, storage, employees parking, etc.

To elaborate a little on the above comment for the Staging Plan, at the moment we plan to start the west building first and all staging and material will be on the east parcel of land. Once we pour the 4th floor we can remove all shoring on the ground floor and move all parking and storage to the ground floor parking area on the west building. At this time, we can start the east building ground floor and work up. As we get to the 4th floor on the east section of the property all the employee parking, materials, staging can be done in this area. As for the concrete trucks when pouring the slabs we will have a 30' wide area in the open space area on the north side of the building to have all our concrete trucks unload and delivery trucks offload so the crane can hoist construction material to the upper florrs.

Regards,

David Deka

David Deka,
The Estate Companies

DANIA BEACH
SCALE LIVE IT LOVE IT

City of Dania Beach, Florida
Department of Community Development
Planning and Zoning Division
(954) 924-6805 X3643
(954) 922-2687 Fax

RECEIVED
JAN 03 2020
BY: _____

Standard Development Application

- ☐ **Administrative Variance**
- ☐ **Land Use Amendment**
- ☐ **Plat**
- ☐ **Rezoning**
- ☒ **Site Plan**
- ☐ **Special Exception**
- ☐ **Variance**
- ☐ **Other:** _____ *(SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)*

Date Rec'd: _____

Petition No.: SP-003-15M00(2)

THIS APPLICATION WILL NOT BE ACCEPTED UNTIL IT IS COMPLETE AND SUBMITTED WITH ALL NECESARY DOCUMENTS. Refer to the application type at the top of this form and **"Required Documentation"** checklist to determine the supplemental documents required with each application.
For after the fact applications, the responsible contractor of record shall be present at the board hearing. Their failure to attend may impact upon the disposition of your application. As always, the applicant or their authorized legal agent must be present at all meetings. All projects must also obtain a building permit from the City Building Division. For more information please reference the **Dania Beach Land Development Code Part 6, Development Review Procedures and Requirements.**

Location Address: DANIA BEACH BLVD & NORTH FEDERAL HWY

Lot(s): _____ Block: _____ Subdivision: _____

Recorded Plat Name: _____

Folio Number(s): _____ Legal Description: SEE SURVEY

Applicant/Consultant/Legal Representative **(circle one)** DAVID DEKA

Address of Applicant: 6201 SW 70th STREET SOUTH MIAMI FL

Business Telephone: 305-663-1002 ~~Home~~ CELL: 561-339-9815 Fax: 786-288-3099

E-mail address: ddeka@eigfl.com ; dale@MERRIMACventures.com

Name of Property Owner: DEV MOTWANI

Address of Property Owner: 4 N. FEDERAL DANIA, LLC

CELL ~~Business~~ Telephone: 917-319-3090 Home: _____ Fax: _____

Explanation of Request: MINOR SITE PLAN REVISION.
*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: 2.4407 Gross Acreage: _____ Prop. Square Footage: 106,316

Existing Use: _____ Proposed Use: _____

Is property owned individually, by a corporation, association, or a joint venture?

_____

AUTHORIZED REPRESENTATIVE

I/we are fully aware of the request being made to the City of Dania Beach. If I/We are unable to be present, I/we hereby authorize _____ (individual/firm) to represent me/us in all matters related to this application. I/we hereby acknowledge that the applicable fee was established to offset administrative costs and is not refundable.

I/we are fully aware that all approvals automatically expire within 12 months of City of Dania Beach Planning and Zoning Board or City Commission approval, or pursuant to the expiration timeframe listed in Part 6 of the Dania Beach Land Development Code.

STATE OF FLORIDA
COUNTY OF BROWARD
The foregoing instrument was acknowledged

By: _____
(Owner / Agent signature*)

BEFORE ME THIS _____ DAY OF _____, 20_____

By:

_____
(Print name of person acknowledging)

_____
(Joint owner signature if applicable)

Notary _____

(Signature of Notary Public – State of _____)

Personally known _____ or Produced Identification _____

Type of identification produced: _____ or Drivers License _____

***If joint ownership, both parties must sign. If partnership, corporation or association, an authorized officer must sign on behalf of the group. A notarized letter of authorization from the owner of record must accompany the application if an authorized agent signs for the owner(s).**

NO APPLICATION WILL BE AUTOMATICALLY SCHEDULED FOR A MEETING.

ALL APPLICATIONS MUST BE DETERMINED COMPLETE BY STAFF BEFORE PROCESSING OCCURS.

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 David Deka **(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 5th **DAY OF** December**, 20**19

By:

Dev Motwani
(Print name of person acknowledging)

_____
(Joint owner signature if applicable)

Notary Erinlea Eslinger

(Signature of Notary Public – State of Florida**)**

ERINLEA ESLINGER
MY COMMISSION # FF 965976
EXPIRES: March 25, 2020
Bonded Thru Notary Public Underwriters

Personally known ✓ **or Produced Identification** _____

Type of identification produced: _____ **or Drivers License** _____

***If joint ownership, both parties must sign. If partnership, corporation or association, an authorized officer must sign on behalf of the group. A notarized letter of authorization from the owner of record must accompany the application if an authorized agent signs for the owner(s).**

NO APPLICATION WILL BE AUTOMATICALLY SCHEDULED FOR A MEETING.

ALL APPLICATIONS MUST BE DETERMINED COMPLETE BY STAFF BEFORE PROCESSING OCCURS.

City of Dania Beach
APPLICATION TYPE AND FEE SCHEDULE

INCOMPLETE SUBMITTALS ARE NOT ACCEPTABLE FOR REVIEW AND PROCESSING.

The following fees shall apply to all applications for land use plan amendments, rezoning, special exception use, variances, site plans and other zoning related applications. These fees are used to defray staff cost in the evaluation of the proposal made and provide for the required notices and public advertisements according to Florida State Statute and the Dania Beach Land Development Code. Should any applicant have more than one type of request to the City, the applications involved should be submitted at the same time. The present City policy is to have concurrent reviews being processed before the final review and actions by the Planning and Zoning Board and/or City Commission. It is the obligation of all applicants to review the appropriate City Codes and design standards related to their proposal before making any application to the City. The standard review process for all development applications are two (2) review cycles. **Any additional review or public notice required by staff or professional consultants due to the incorrect interpretation of the Land Development Code will be charged to the applicant as per "Section 685-10 Cost Recovery for Development Review" of the Dania Beach Land Development Code.**

APPLICATION TYPE	FEE
LAND USE	
Assignment of Flex Units or Acreage	Filing fee = $4,000.00 plus $5.00 per flex, reserve or LAC/RAC unit or hotel room or $100 per acre or portion of such area *Includes Staff processing, 2 review cycles, advertising and notice costs*
Change of Land Use	Filing fee = $7,000.00, plus $500.00 per acre or portion of area *Includes Staff processing, 2 review cycles, advertising and notice costs*
ZONING	
Change of Zoning (Rezoning)	Less than 2 acres - $2,500.00 Greater than 2 acres - $6,000.00 *Includes Staff processing, 2 review cycles, advertising and notice costs*
Zoning Code Text Change	Changing the list of Permitted Uses - $6,000.00 General Text - $2,000.00 Includes Staff processing, 2 review cycles, advertising and notice costs
PLAT	(Perimeter) Filing fee = $2550.00 plus $50.00 per acre or portion of such area (Subdivision) Filing fee = $2550.00 plus $100 per acre or portion of such area Fire Review $560.00 *Includes Staff processing, 2 review cycles, advertising and notice costs*
Delegation Request	$1,500.00 *Includes Staff processing, 2 review cycles, advertising and notice costs*
SITE PLAN	
Residential, Hotel, Condo-Hotel, Time-Share, Motel	**Filing fee** = $1,000.00 **PLUS** $10.00 per unit **Plus** an initial retainer for cost recovery of consultant services of $5,000.00. Additional consultant service fees may be required. Fire Review $1,120.00 *Includes Staff processing, 2 review cycles, advertising and notice costs*
All other uses	**Filing fee** = $1,000.00 **PLUS** the following: $5.00 : 100 s.f. for 1st 10,000 s.f., $2.00 : 100 s.f. in excess of 10,000 s.f **Plus** an initial retainer for cost recovery of consultant services of $4,000.00. Additional consultant service fees may be required. Fire Review $1,120.00 *Includes Staff processing, 2 review cycles, advertising and notice costs*
Site Plan Revisions	$2,500.00 *Includes staff processing and up to 2 review cycles.* Fire Review $200.00 *Additional variances associated with any revision to a site plan are charged according to the associated variance type.*
Extension of Approval(s) (Site plan, variance, special exception requests)	$1,250.00 – Single Extension (**PLUS**) an additional $ 250.00 for each associated approval

City of Dania Beach
APPLICATION TYPE AND FEE SCHEDULE

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The following fees shall apply to all applications for land use plan amendments, rezoning, special exception use, variances, site plans and other zoning related applications. These fees are used to defray staff cost in the evaluation of the proposal made and provide for the required notices and public advertisements according to Florida State Statute and the Dania Beach Land Development Code. Should any applicant have more than one type of request to the City, the applications involved should be submitted at the same time. The present City policy is to have concurrent reviews being processed before the final review and actions by the Planning and Zoning Board and/or City Commission. It is the obligation of all applicants to review the appropriate City Codes and design standards related to their proposal before making any application to the City. The standard review process for all development applications are two (2) review cycles. **Any additional review or public notice required by staff or professional consultants due to the incorrect interpretation of the Land Development Code will be charged to the applicant as per "Section 685-10 Cost Recovery for Development Review" of the Dania Beach Land Development Code.**

SPECIAL EXCEPTION	
SPECIAL EXCEPTION (Excluding cell towers)	Filing fee = $3,700.00 plus $200.00 per acre or portion of such area *Includes Staff processing, 2 review cycles, advertising and notice costs*
SPECIAL EXCEPTION *(Cellular Towers)*	Filing fee = $4,000 *Includes Staff processing, 2 review cycles, advertising and notice costs*
Additional Resubmittal (In addition to the standard (2) review cycles)	Any additional review or public notice required by staff or professional consultants due to the negligence of the applicant will be charged to the applicant as per Article 685-10 Cost recovery for Development Review of the Dania Beach Land Development Code.
VARIANCES, APPEALS & WAIVERS	
Administrative, Single Family	$ 300.00
Administrative, all other	$ 500.00
Single Family/Community Facility	$ 490.00
Duplex	$1,050.00
Triplex	$1,150.00
Multifamily, Hotel, Condo-Hotel (per variance)	$2,300.00
Nonres. (per variance)	$2,000.00
Wall Sign	$ 700.00
Monument Sign	$1,200.00
Pole Sign (As permitted)	$2,400.00
Appeal (single family & comm fac)	$ 650.00
Appeal (all other uses)	$1,925.00
Dumpster Appeal to Com. Dev. Dir.	$ 200.00
Dumpster Appeal to City Com.	$ 500.00
Alcoholic Beverage Variance	$1,250.00
Mobility	$1,400.00
Trafficway Waiver	$4,000.00
Vacation – Road/Easement	$3,500.00
Alcohol Extended Hours License Application	$2,250.00
Alcoholic Beverage Waiver	$1,000.00
Zoning Review: State Liquor License	$ 50.00
Outdoor Seating/Dinning	$ 100.00
Assisted Living Facility	$ 65.00
CRA Grant Application	$ 250.00 *(up to this amount based on scope of work)*
UNSPECIFIED	$ 500.00 **PLUS** any outside costs incurred by the city as per "Section 685-10"
Zoning Information Letter	$ 250.00

Revised – 8-23-11 As per City Commission Approval Resolution #2011-090

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

AFFIDAVIT

CITY OF DANIA BEACH, FLORIDA

COMMUNITY DEVELOPMENT DEPARTMENT

MAILING LIST AND LABELS

RECEIVED
FEB 06 2020
BY:_____

STATE OF FLORIDA
COUNTY OF Broward

BEFORE ME, the undersigned authority, personally appeared Christina Mathews,
(Print Name)
who, after being duly sworn, deposes and says:

1. I am an individual over the age of 18 years old and

   (CHECK APPLICABLE SPACE)
   ___ I am the property Owner of the property identified below,

   OR
   X I represent to the City of Dania Beach, Florida that I am an authorized agent and representative of the property owner(s), 4 N Federal Dania LLC,
   (Print Name of Property Owner)
   for the property located at 4, 10, 16, 20 N. Federal Highway, 10, 14 NW 1 Avenue, 6, 105 E. Dania Beach Boulevard (the "Property"), and this
   (Address)
   sworn statement pertains to the application for Site Plan

   _____
   (Briefly describe application, such as "site plan approval" or a "variance" or a "special exemption")
   relating to Petition number(s)**SP-03-15MOD**.

2. Pursuant to **Sec. 610-20(D)** of the Land Development Code ("LDC") of the Code of Ordinances of the City of Dania Beach, Florida, I understand that there is a mailing date deadline for notices and that as the applicant for the petition, I must provide the City with:

   - One (1) set of Mailing Labels, and
   - One (1) copy of the mailing list for all property owners who or which own property located within 450 feet of the subject property.

3. I understand that I am legally responsible for timely providing the City with the mailing labels and mailing list a minimum of twenty-five (25) days prior to the mailing date (for projects which may have more than 200 mailings, I understand that City staff may request labels even earlier). The mailing date is _____, 20____. I am also aware that pursuant to **LDC Sec. 610-30(D)(3),** "[T]he mail notice shall contain substantially the same information as provided in the newspaper advertisement for the same application, and shall also contain the legal description of the subject property, the approximate relation to the nearest cross street(s) and a

map or demarcated aerial photograph showing its approximate size, location and relationship to adjacent properties."

4. If I do not timely provide the mailing labels and mailing list, the City will need to delay the processing of the application.

OWNER OR REPRESENTATIVE:

Signature

DONALD DAVID DEKA
PRINT Name

DIRECTOR
Title

JOINT OWNER (IF APPLICABLE)

Signature

PRINT Name

Title

IF CORPORATION, LIMITED LIABILITY COMPANY, LIMITED PARTNERSHIP OR OTHER ENTITY:

Cutro & Associates
(Full Legal Name of Corporation or Entity)

Signature

Christina Mathews
PRINT Name

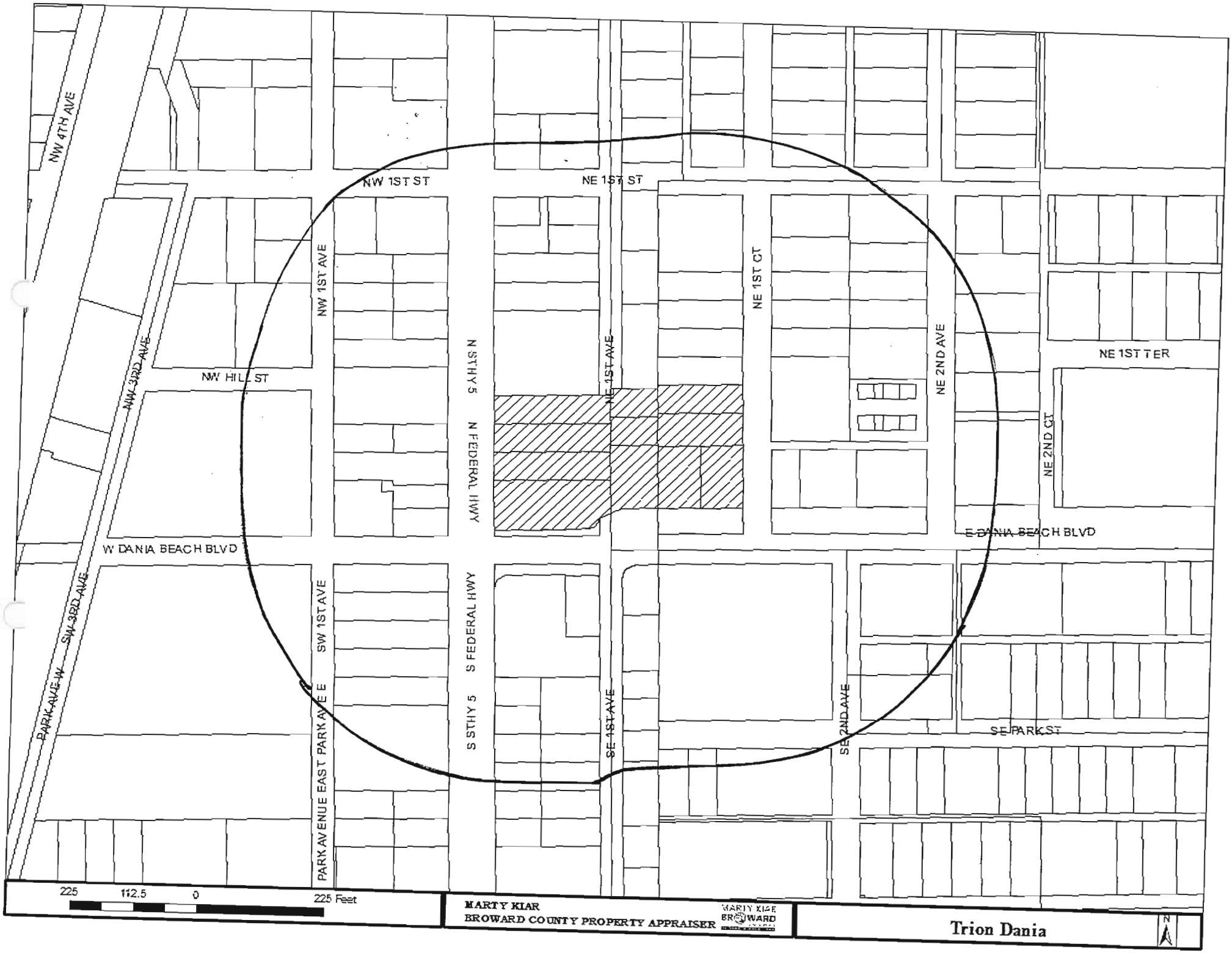
mng
Title

On February 3, 2020, personally appeared Christina Mathews and (if applicable, if there is a co-owner) _____, as the Owner(s) of the property described above. Such person(s) is/are personally known to me or produced _____ his/her/their identification.

NOTARY PUBLIC
State of Florida

NATALIE BEDELL
Notary Public – State of Florida
Commission # GG 065714
My Comm. Expires Jan 24, 2021
Bonded through National Notary Assn.

My Commission Expires: 1-24-21


NW 4TH AVE
NW 3RD AVE
PARK AVE W
SW 3RD AVE
NW 1ST ST
NE 1ST ST
NW 1ST AVE
NW HILL ST
N STHY 5
N FEDERAL HWY
NE 1ST AVE
NE 1ST CT
NE 2ND AVE
NE 1ST TER
NE 2ND CT
E DANIA BEACH BLVD
W DANIA BEACH BLVD
SW 1ST AVE
S FEDERAL HWY
S STHY 5
PARK AVENUE EAST PARK AVE E
SE 1ST AVE
SE 2ND AVE
SE PARK ST
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MARTY KIAR
BROWARD COUNTY PROPERTY APPRAISER
Trion Dania
N

FOLIO_NUMB	NAME	ADDRESS_LI	CITY	STATE	ZIP	ZIP4	LEGAL
504234011580	SOUTH FLORIDA HAITIANEVANGELICAL BAPTIST CHURCH INC	PO BOX 816	DANIA BEACH	FL	33004		TOWN OF MODELO (DANIA) B-49 DLOT 19,20 S1/2 LESS ST RD,21LESS ST RD,22,23,24 LESS ST RDBLK 10
504234011700	FALLAD,JORGE MVELEZ,MARIA A	102 N FEDERAL HWY	DANIA BEACH	FL	33004	2804	TOWN OF MODELO (DANIA) B-49 DLOT 21 BLK 11
504234011710	FALLAD,JORGE M &VELEZ,MARIA A	102 N FEDERAL HWY	DANIA BEACH	FL	33004	2804	TOWN OF MODELO (DANIA) B-49 DLOT 22 LESS ST RD,LOT 23 LESSST RD,BLK 11
504234011720	FALLAD,JORGE M &VELEZ,MARIA A	102 N FEDERAL HWY	DANIA BEACH	FL	33004	2804	TOWN OF MODELO (DANIA) B-49 DLOT 24 BLK 11
504234011730	RYDER NASH LLC	1830 S OCEAN DR #4203	HALLANDALE BEACH	FL	33009		TOWN OF MODELO (DANIA) B-49 DLOT 1 LESS W 15 BLK 12
504234011740	HOWE,ROBERT WILLIAM &HOWE,BARBARA	920 SW 21 CT	FORT LAUDERDALE	FL	33315	2424	TOWN OF MODELO (DANIA) B-49 DLOT 1 W 15,3 LESS ST RD,4 W 15BLK 12
504234011750	RYDER NASH LLC	1830 S OCEAN DR #4203	HALLANDALE BEACH	FL	33009		TOWN OF MODELO (DANIA) B-49 DLOT 2 LESS ST RD BLK 12
504234011760	RYDER NASH LLC	1830 S OCEAN DR #4203	HALLANDALE BEACH	FL	33009		TOWN OF MODELO (DANIA) B-49 DLOT 4 LESS W 15 BLK 12
504234011770	DANIA PLAZA INC	PO BOX 1814	DANIA BEACH	FL	33004	1814	TOWN OF MODELO (DANIA) B-49 DLOT 5,6 LESS ST RD BLK 12
504234011780	DANIA PLAZA INC	PO BOX 1814	DANIA BEACH	FL	33004	1814	TOWN OF MODELO (DANIA) B-49 DLOT 7 LESS ST RD,8 BLK 12
504234011790	DANIA AIRPORT HOTELS LLC	1955 HARRISON ST #200	HOLLYWOOD	FL	33020		TOWN OF MODELO (DANIA) B-49 DLOT 9,10 LESS ST R/W,11 LESS STR/W,12 BLK 12 & LOT 13,14 LESSWEST 24 FOR STATE RD BLK 12
504234011820	4 N FEDERAL DANIA LLC	2434 E LAS OLAS BLVD	FORT LAUDERDALE	FL	33301		TOWN OF MODELO (DANIA) B-49 DLOT 15 LESS ST RD & 16 BLK 12 &TOGETHER WITH POR OF W 20' OFVAC'D NE 1ST AVE LYING E & ADJTO SAID LOTS,PER ORD INSTR #114395327
504234011840	4 N FEDERAL DANIA LLC	2434 E LAS OLAS BLVD	FORT LAUDERDALE	FL	33301		TOWN OF MODELO (DANIA) B-49 DLOT 17 & 18, LESS ST RD BLK 12 &TOGETHER WITH POR OF W 20' OFVAC'D NE 1ST AVE LYING E & ADJTO SAID LOTS,PER ORD INSTR#114395327
504234011850	4 N FEDERAL DANIA LLC	2434 E LAS OLAS BLVD	FORT LAUDERDALE	FL	33301		TOWN OF MODELO (DANIA) B-49 DLOT 19 LESS ST RD & 20 BLK 12 &TOGETHER WITH POR OF W 20' OFVAC'D NE 1ST AVE LYING E & ADJTO SAID LOTS,PER ORD INSTR #114395327
504234011860	4 N FEDERAL DANIA LLC	2434 E LAS OLAS BLVD	FORT LAUDERDALE	FL	33301		TOWN OF MODELO (DANIA) B-49 DLOT 21 & LOTS 22,23 & 24,LESS STPOR OF S1/2 OF VAC 15' ALLEYLYING N & ADJ TO SAID LOTS PERORD INSTR# 114395327
504234011870	67-75 NORTH FEDERAL ASSOC LLC	67 N FEDERAL HWY	DANIA BEACH	FL	33004		TOWN OF MODELO (DANIA) B-49 DLOT 2 LESS E 30,LOT 3 LESS E 30,BLK 13
504234011871	67-75 NORTH FEDERAL ASSOC LLC	67 N FEDERAL HWY	DANIA BEACH	FL	33004		TOWN OF MODELO (DANIA) B-49 DALL OF LOTS 1 & 4 & E 30OF LOTS 2 & 3 BLK 13
504234011880	CIEZADLO,NANCY ANN	63 N FEDERAL HWY	DANIA BEACH	FL	33004		TOWN OF MODELO (DANIA) B-49 DLOT 5 LESS ST RD BLK 13
504234011881	67-75 NORTH FEDERAL ASSOC LLC	67 N FEDERAL HWY	DANIA BEACH	FL	33004		TOWN OF MODELO (DANIA) B-49 DLOT 6 BLK 13
504234011890	RYAN,JOHN M	34 NW 1 AVE	DANIA BEACH	FL	33004		TOWN OF MODELO (DANIA) B-49 DLOT 7 BLK 13
504234011900	DAVIDSON HOLDINGS LLC	1915 JOHNSON ST	HOLLYWOOD	FL	33020		TOWN OF MODELO (DANIA) B-49 DLOT 8 LESS ST RD BLK 13
504234011910	49 N FEDERAL LLC	67 N FEDERAL HWY	DANIA BEACH	FL	33004	2801	TOWN OF MODELO (DANIA) B-49 DLOT 9 LESS ST RD BLK 13

504234011920	49 N FEDERAL LLC	67 N FEDERAL HWY	DANIA BEACH	FL	33004	2801	TOWN OF MODELO (DANIA) B-49 DLOT 10 BLK 13
504234011930	DANIA ANTIQUE & JEWEL ARCADE	PO BOX 1814	DANIA BEACH	FL	33004	1814	TOWN OF MODELO (DANIA) B-49 DLOT 11,12 LESS ST RD,BLK 13
504234011940	DANIA ANTIQUE & JEWEL ARCADE	PO BOX 1814	DANIA BEACH	FL	33004	1814	TOWN OF MODELO (DANIA) B-49 DLOT 13 LESS ST RD,14,15,16 LESS ST RD,BLK 13
504234011950	ZECCA,JOHN EST	221 NE 1 TER	DANIA BEACH	FL	33004	4802	TOWN OF MODELO (DANIA) B-49 DLOT 17 LESS ST RD BLK 13
504234011960	ZECCA,JOHN EST	221 NE 1 TER	DANIA BEACH	FL	33004	4802	TOWN OF MODELO (DANIA) B-49 DLOT 18 LESS ST RD BLK 13
504234011970	AKIBA,CHARLES &AKIBA,ANN FRANCINE	11 N FEDERAL HWY	DANIA BEACH	FL	33004		TOWN OF MODELO (DANIA) B-49 DLOT 19,20 LESS ST RD,21 N 8LESS ST RD BLK 13
504234011980	DANIA ANTIQUE GALLERIES LLC	PO BOX 1814	DANIA BEACH	FL	33004		TOWN OF MODELO (DANIA) B-49 DLOT 21 S 42 LESS ST RD BLK 13& BEG AT NE COR OF LOT 22,RUNW 20,S 20,E 20,N 20 TO BEGBLK 13
504234011990	AKIBA,CHARLES & ANN FRANCINE	3 N FEDERAL HWY	DANIA BEACH	FL	33004	2801	TOWN OF MODELO (DANIA) B-49 DLOT 22 LESS LOT 20 X 20 INNE COR,LOT 23 BLK 13
234012000	AKIBA,CHARLES & ANN FRANCINE	3 N FEDERAL HWY	DANIA BEACH	FL	33004	2801	TOWN OF MODELO (DANIA) B-49 DLOT 24 LESS ST RD BLK 13
504234012011	NW 1ST LLC	67 N FEDERAL HWY	DANIA BEACH	FL	33004	2801	TOWN OF MODELO (DANIA) B-49 DLOT 1 N1/2,2 N1/2 BLK 14
504234012020	NW 1ST LLC	67 N FEDERAL HWY	DANIA BEACH	FL	33004	2801	TOWN OF MODELO (DANIA) B-49 DLOT 1 S1/2,2 S1/2 BLK 14
504234012050	21 NW 1ST AVENUE LLC	PO BOX 8323	CALABASAS	CA	91372		TOWN OF MODELO (DANIA) B-49 DLOT 8 LESS W 15,9,10 BLK 14
504234013180	MORS PROPERTIES LLC	2604 SW 55 ST	FORT LAUDERDALE	FL	33312		TOWN OF MODELO (DANIA) B-49 DLOT 1 & 2 LESS ST RD BLK 22
504234013200	KODNER GALLERIES INC	45 S FEDERAL HWY	DANIA BEACH	FL	33004		TOWN OF MODELO (DANIA) B-49 DLOT 3,4 LESS ST RD BLK 22
504234013210	DANIA DISCOUNT DRUGS INC	16-18 S FEDERAL HWY	DANIA BEACH	FL	33004		TOWN OF MODELO (DANIA) B-49 DLOT 5 LESS ST RD,6 BLK 22
504234013220	DANIA DISCOUNT DRUGS INC	16 18 S FEDERAL HWY	DANIA BEACH	FL	33004		TOWN OF MODELO (DANIA) B-49 DLOT 7,8 LESS ST RD BLK 22
504234013230	S3 HOSPITALITY MIAMI LLC	10901 PINE LODGE TRL	DAVIE	FL	33328		TOWN OF MODELO (DANIA) B-49 DLOT 9,10 LESS ST RD BLK 22
504234013280	S3 HOSPITALITY MIAMI LLC	10901 PINE LODGE TRL	DAVIE	FL	33328		TOWN OF MODELO (DANIA) B-49 DLOT 11 THRU 16 LESS ST RDBLK 22
504234013350	7-ELEVEN INC	1722 ROUTH ST STE 1000	DALLAS	TX	75201		TOWN OF MODELO (DANIA) B-49 DPOR LOTS 1-8 BLK 23 DESC AS:BEGSE COR LOT 8,SW 186.06,NW 154.87,NELY 39.19,NE 100.11,SE 110.23,NE 61,SE 70 TO POB
504234013360	KIM BARTNICK LLC	267 CODRINGTON DR	FORT LAUDERDALE	FL	33308	5922	TOWN OF MODELO (DANIA) B-49 DLOT 1 E 61 LESS RD,4 E 61,5 E 61OF N 30 BLK 23
504234013370	DAMSE LLC	10800 SW 27 CT	DAVIE	FL	33328		TOWN OF MODELO (DANIA) B-49 DLOT 9,LOT 12 BLK 23
504234013380	BRUCE KODNER TRKODNER,BRUCE TRSTEE	24 S DIXIE HWY	LAKE WORTH	FL	33460		TOWN OF MODELO (DANIA) B-49 DLOT 10 LESS ST RD BLK 23
504234013390	BRUCE KODNER TRKODNER,BRUCE TRSTEE	24 S DIXIE HWY	LAKE WORTH	FL	33460		TOWN OF MODELO (DANIA) B-49 DLOT 11 LESS ST RD BLK 23
504234013400	BRUCE KODNER TRKODNER,BRUCE TRSTEE	24 S DIXIE HWY	LAKE WORTH	FL	33460		TOWN OF MODELO (DANIA) B-49 DLOT 13 BLK 23
504234013410	BRUCE KODNER TRKODNER,BRUCE TRSTEE	24 S DIXIE HWY	LAKE WORTH	FL	33460		TOWN OF MODELO (DANIA) B-49 DLOT 14 LESS ST RD BLK 23

504234013420	STAGED RIGHT EVENTS INC	29 S FEDERAL HWY	DANIA BEACH	FL	33004		TOWN OF MODELO (DANIA) B-49 DLOT 15 LESS ST RD BLK 23
504234013430	BRUCE KODNER TRKODNER,BRUCE TRSTEE	24 S DIXIE HWY	LAKE WORTH	FL	33460		TOWN OF MODELO (DANIA) B-49 DLOT 16 BLK 23
504234030030	GARALFA ESTATES 3 LLC	777 SW 37 AVE #510	MIAMI	FL	33135		ESKILSEN ADD TO DANIA B-78 D(AKA B-178D)LOT 17 N1/2,18,19 LESS N 10BLK 1
504234030040	GARALFA ESTATES 3 LLC	777 SW 37 AVE #510	MIAMI	FL	33135		ESKILSEN ADD TO DANIA B-78 D(AKA B-178D)LOT 19 N 10,20 LESS N 5 BLK 1
504234030050	VILLAGE AT DANIA BEACH LLC	12895 SW 132 ST #202	MIAMI	FL	33186		ESKILSEN ADD TO DANIA B-78 D(AKA B-178D)LOT 20 N 5,21 BLK 1
504234030060	SPEC BROS LLC	1026 N NORTHLAKE DR	HOLLYWOOD	FL	33019		ESKILSEN ADD TO DANIA B-78 D(AKA B-178D)LOT 22 BLK 1
504234030070	BRUCE KODNER TRKODNER,BRUCE TRSTEE	24 S DIXIE HWY	LAKE WORTH	FL	33460		ESKILSEN ADD TO DANIA B-78 D(AKA B-178D)LOT 23,24 BLK 1
504234030080	BRUCE KODNER TRKODNER,BRUCE TRSTEE	24 S DIXIE HWY	LAKE WORTH	FL	33460		ESKILSEN ADD TO DANIA B-78 D(AKA B-178D)LOT 25,26 LESS RD BLK 1
504234040010	4 N FEDERAL DANIA LLC	2434 E LAS OLAS BLVD	FORT LAUDERDALE	FL	33301	3643	ESKILSON ADD TO DANIA AMENDEDPLAT 7-10 BPER SAID PLAT
504234040030	4 N FEDERAL DANIA LLC	2434 E LAS OLAS BLVD	FORT LAUDERDALE	FL	33301		ESKILSON ADD TO DANIA AMENDEDPLAT 7-10 BOF N1/2 OF VAC 15' ALLEY LYINGS & ADJ TO SAID LOT PER ORDINSTR# 114395327
504234040040	4 N FEDERAL DANIA LLC	2434 E LAS OLAS BLVD	FORT LAUDERDALE	FL	33301	4642	ESKILSON ADD TO DANIA AMENDEDPLAT 7-10 B
504234040050	MODELO PROPERTIES INC	700 E DANIA BEACH BLVD	DANIA BEACH	FL	33004	2814	ESKILSON ADD TO DANIA AMENDEDPLAT 7-10 B
504234040060	ROBERT WILLIAM HOWE REV LIV TRHOWE,ROBERT TRSTEE	920 SW 21 CT	FORT LAUDERDALE	FL	33315		ESKILSON ADD TO DANIA AMENDEDPLAT 7-10 BRD BLK 12 & TOGETHER WITH POR OFW 20' OF VAC'D NE IST AVE LYINGE & ADJ TO LOTS 21 & 24 PER ORDINSTR #114395327
504234040070	VETTORI LLC	38 NE 1 AVE	DANIA BEACH	FL	33004	3643	ESKILSON ADD TO DANIA AMENDEDPLAT 7-10 BPER SAID PLAT LESS REPLATTEDPORTIONS & LESS POR VAC'D PERORD INSTR# 114395327
504234040090	LANG RENTALS LLC	5561 SW 94 AVE	COOPER CITY	FL	33328		ESKILSON ADD TO DANIA AMENDEDPLAT 7-10 BLOT 35,36 LESS N 7.08 BLK 2
504234100010	DAWSON JOHNSON OPERATIONS LLCDAWSON OPERATIONS LLC	19450 SINGING HILLS DR	PORTER RANCH	CA	91326		DANIA BEACH SUB 8-1 BALL BLK 1
504234100180	GARALFA ESTATES 3 LLC	777 SW 37 AVE #510	MIAMI	FL	33135		DANIA BEACH SUB 8-1 BLOT 1,2 BLK 4
504234100200	TERJESEN,MARIATERJESEN,ROBERT T	110 SE PARK ST	DANIA BEACH	FL	33004	3624	DANIA BEACH SUB 8-1 BLOT 3,4 BLK 4
504234100210	DAMSE LLC	10800 SW 27 CT	DAVIE	FL	33328		DANIA BEACH SUB 8-1 BLOT 5 TO 12 BLK 4
504234110020	DAMSE LLC	10800 SW 27 CT	DAVIE	FL	33328		DANIA BEACH SUB RESUB BLK 227-9 BLOT 9,10,11 & MARWOOD 32-18 BLOT 9 S 80
504234110210	VILLAGE AT DANIA BEACHBOULEVARD LLC	3901 N 67 TER	HOLLYWOOD	FL	33024		DANIA BEACH SUB RESUB BLK 227-9 BLOT 29,30,31 & 32
504234120010	4 N FEDERAL DANIA LLC	2434 E LAS OLAS BLVD	FORT LAUDERDALE	FL	33301		BEACHWAY 8-33 BLOTS 1,2 & 3,LESS ST RD BLK 1 &LOT 31 BLK 2 & TOGETHER WITH POROF E 20' OF VAC NE 1ST AVE LYINGW & ADJ TO LOT 31 PER ORD INSTR#114395327
504234120020	4 N FEDERAL DANIA LLC	2434 E LAS OLAS BLVD	FORT LAUDERDALE	FL	33301		BEACHWAY 8-33 BLOT 4,5,6,LESS ST RD BLK 1 &LOTS 27 LESS ST RD,28 & 29 BLK 2& TOGETHER WITH POR OF E 20' OFVAC NE 1ST AVE LYING W & ADJ TOSAID LOTS,PER ORD INSTR #114395327
504234120030	MANCUSI,MARY% CALIFORNIA DREAM INN	214 NE 2 PL	DANIA BEACH	FL	33004	4816	BEACHWAY 8-33 BLOT 1 LESS ST RD,2 LESS ST RDBLK 2
504234120040	GUPTA,CHANDER L	129 E DANIA BEACH BLVD	DANIA BEACH	FL	33004	3032	BEACHWAY 8-33 BLOT 3,4,5,6,LESS ST RD BLK 2

504234120050	DAMSE LLC	10800 SW 27 CT	DAVIE	FL	33328		BEACHWAY 8-33 BLOT 7,8,9,10,11,LESS ST RD BLK 2
504234120060	SCHEINKMAN & SCHEINKMAN PA	18 NE 2 AVE	DANIA BEACH	FL	33004	4807	BEACHWAY 8-33 BLOT 2,3 S 20 BLK 4
504234120070	ICEBERG MARKETING LLC	19130 NW 11 AVE	MIAMI	FL	33169		BEACHWAY 8-33 BLOT 3 N 30,4 S 40 BLK 4
504234120080	GAFFNEY,KATHLEEN L	30 NE 2 AVE	DANIA BEACH	FL	33004	4807	BEACHWAY 8-33 BLOT 4 N 10,5,6 S 10 BLK 4
504234120090	HUBERT,MARY M	36 NE 2 AVE	DANIA BEACH	FL	33004	4807	BEACHWAY 8-33 BLOT 6 N 40,7 S 30 BLK 4
504234120110	MIRANDA,FRANCISCO	201 NE 1 ST	DANIA BEACH	FL	33004		BEACHWAY 8-33 BLOT 7 N 20 OF W 83,8 W 83 BLK 4
504234120120	DANIA AIRPORT HOTELS LLC	1955 HARRISON ST #200	HOLLYWOOD	FL	33020		BEACHWAY 8-33 BLOT 1,2,3 BLK 5
504234120150	AQUINO,JUAN T &AQUINO,ROSARIO L	8932 SW 49 ST	COOPER CITY	FL	33328	3604	BEACHWAY 8-33 BLOT 4 BLK 5
504234120151	SIGNORE,PETER A III	45 SE 14 ST	DANIA BEACH	FL	33004		BEACHWAY 8-33 BLOT 5 BLK 5
504234120160	ANDERSON,LARREL W	PO BOX 827411	PEMBROKE PINES	FL	33082	7411	BEACHWAY 8-33 BLOT 8 LESS S 10 BLK 5
504234120161	GARDNER,KANYA	34 NE 1 CT	DANIA BEACH	FL	33004		BEACHWAY 8-33 BLOT 6 BLK 5
504234120162	CANIGLIA,PAOLO	40 NE 1 CT	DANIA BEACH	FL	33004	2815	BEACHWAY 8-33 BLOT 7,LOT 8 S 10 BLK 5
504234120170	NILCIAN,NASRIN	201 NE 2 CT	DANIA BEACH	FL	33004		BEACHWAY 8-33 BLOT 9 BLK 5
504234120180	TOMA,PATRICK F	5931 POLK ST	HOLLYWOOD	FL	33021	6335	BEACHWAY 8-33 BLOT 10 BLK 5
504234120190	TOMA,PATRICK F	5931 POLK ST	HOLLYWOOD	FL	33021	6335	BEACHWAY 8-33 BLOT 11 BLK 5
504234120200	CHESTO,DANIEL	PO BOX 820461	PEMBROKE PINES	FL	33082		BEACHWAY 8-33 BLOT 12 BLK 5
234120210	GONZALEZ,LUIS A H/EGONZALEZ,WANDA E	21 NE 2 AVENUE 1-4	DANIA BEACH	FL	33004		BEACHWAY 8-33 BLOT 13,14 N 40 BLK 5
504234120240	4 N FEDERAL DANIA LLC	2434 E LAS OLAS BLVD	FORT LAUDERDALE	FL	33301		BEACHWAY 8-33 BLOT 1 BLK 6 & TOGETHER WITH PORPOR OF S1/2 OF VAC 15' ALLEYLYING N & ADJ TO SAID LOTS PERORD INSTR# 114395327
504234120250	4 N FEDERAL DANIA LLC	2434 E LAS OLAS BLVD	FORT LAUDERDALE	FL	33301		BEACHWAY 8-33 BLOT 2 BLK 6LOT 36 N 7.08,LOT 37 & LOT 38BLK 2
504234120260	4 N FEDERAL DANIA LLC	2434 E LAS OLAS BLVD	FORT LAUDERDALE	FL	33301	3643	BEACHWAY 8-33 BLOT 3 BLK 6AVENUES,STREETS,COURTS & ALLEYSDEDICATED PER PLAT 36-35 B
504234120270	BRISACIER,SYLVIE	700 W RIVER OAK DR	ORMOND BEACH	FL	32174	2814	BEACHWAY 8-33 BLOT 4 BLK 6
504234120271	SB & JFB REV TRBEAULIEU,SYLVIE TRSTEE ETAL	700 W RIVER OAK DR	ORMOND BEACH	FL	32174		BEACHWAY 8-33 BLOT 5 BLK 6
504234120280	MARSHALL LABREE POST 304AMERICAN LEGION INC	41 NE 1 CT	DANIA BEACH	FL	33004		BEACHWAY 8-33 BLOT 6 BLK 6LOT 32,33,34 BLK 2
504234120290	MARSHALL LABREE POST 304AMERICAN LEGION INC	41 NE 1 CT	DANIA BEACH	FL	33004		BEACHWAY 8-33 BLOT 7,8 BLK 6LOT 30 BLK 2 & TOGETHER WITH POROF E 20' OF VAC NE 1ST AVE LYINGW & ADJ TO LOT 30 PER ORD INSTR#114395327
234120300	PUBLIC LAND% CITY OF DANIA BEACH	100 W DANIA BEACH BLVD	DANIA BEACH	FL	33004		BEACHWAY 8-33 BSTREETS & AVENUES RIGHT OF WAYS
504234130010	THE SOUTHLAND CORP% TAX DEPT #10429	PO BOX 711	DALLAS	TX	75221	0711	BEACHWAY AMENDED 27-7 BALL BLK 3
504234130020	PUBLIC LAND% CITY OF DANIA BEACH	100 W DANIA BEACH BLVD	DANIA BEACH	FL	33004	3643	BEACHWAY AMENDED 27-7 B15 ALLEY & S 50 ROAD R/W DEEDEDPER SAID PLAT
504234280010	200 EDB LLC	67 N FEDERAL HWY	DANIA BEACH	FL	33004	2801	MARWOOD 32-18 BLOTS 1 THRU 6
504234280070	DAMSE LLC	10800 SW 27 CT	DAVIE	FL	33328		MARWOOD 32-18 BLOT 7,8
504234280080	DAMSE LLC	10800 SW 27 CT	DAVIE	FL	33328		MARWOOD 32-18 BLOT 9 LESS S 80
504234320100	101 REALTY LLC	301 NE 3 AVE	DANIA BEACH	FL	33004		SPAR-RICH RESUB OF BLKS 2 & 336-35 BLOT 10 BLK 2
504234320110	1843 LLC	16102 EMERALD ESTATES DR #226	WESTON	FL	33331		SPAR-RICH RESUB OF BLKS 2 & 336-35 BLOT 11 BLK 2
504234320120	ROBERT MARKS & BARBARA MARKS TRMARKS,ROBERT L & BARBARA TRSTEES	925 S NORTHLAKE DR	HOLLYWOOD	FL	33019		SPAR-RICH RESUB OF BLKS 2 & 336-35 BLOT 12 BLK 2
504234320300	ROBERT MARKS & BARBARA MARKS TRMARKS,ROBERT L & BARBARA TRSTEES	925 S NORTHLAKE DR	HOLLYWOOD	FL	33019		SPAR-RICH RESUB OF BLKS 2 & 336-35 BLOT 10 BLK 3
504234320310	PUBLIC LAND% CITY OF DANIA BEACH	100 W DANIA BEACH BLVD	DANIA BEACH	FL	33004		SPAR-RICH RESUB OF BLKS 2 & 336-35 BLOT 40 LESS E 15,LOT 41S 31.50 LESS E 15,BK 2

504234620010	CITY OF DANIA BEACH	100 W DANIA BEACH BLVD	DANIA BEACH	FL	33004	3643	DANIA BEACH CITY CENTER179-137 BPARCEL A
504234620020	CITY OF DANIA BEACH	100 W DANIA BEACH BLVD	DANIA BEACH	FL	33004	3643	DANIA BEACH CITY CENTER179-137 BPARCEL B
504234AH0010	MARTIN,VERNON D	13 NE 2 AVE #101	DANIA BEACH	FL	33004		EDGEWATER BEACH CONDOUNIT 101
504234AH0020	ONAINDIA,AITZIBER H/EONAINDIA,JUAN & ONAINDIA,CARMEN	13 NE 2 AVE #102	DANIA BEACH	FL	33004		EDGEWATER BEACH CONDOUNIT 102
504234AH0030	AUTEX CORP	330 SE 2 ST #502H	HALLANDALE BEACH	FL	33009		EDGEWATER BEACH CONDOUNIT 104
504234AH0040	ARNOLD,WALLACE	201 EVERINGHAM ROAD	SYRACUSE	NY	13205		EDGEWATER BEACH CONDOUNIT 105
504234AH0050	SHARGORODSKY,EFIM	40 IRON ROCK CT	HOLLAND	PA	18966		EDGEWATER BEACH CONDOUNIT 106
504234AH0060	ROMANO,PAULA F	2553 N 40 AVE	HOLLYWOOD	FL	33021		EDGEWATER BEACH CONDOUNIT 107
504234AH0070	POTTER,WALLACE & LEONA	3 KLEIN ST	OAKHURST	NJ	07755	1118	EDGEWATER BEACH CONDOUNIT 108
504234AH0080	SHARGORODSKY,EFIM & ELENA	40 IRON ROCK CT	HOLLAND	PA	18966		EDGEWATER BEACH CONDOUNIT 201
504234AH0090	BOUTSIKOS,SARANTIS	4615 SW 34 TER	FORT LAUDERDALE	FL	33312		EDGEWATER BEACH CONDOUNIT 202
504234AH0100	MPV INVESTMENTS INC	135 E DANIA BEACH BLVD #202	DANIA BEACH	FL	33004		EDGEWATER BEACH CONDOUNIT 203
504234AH0110	BRANCELLA,BARBARA F LEBRANCELLA,THOMAS & WISNIEWSKI,C	84-11 CORONA AVE	ELMHURST	NY	11373	3032	EDGEWATER BEACH CONDOUNIT 204
504234AH0120	ALBANESE,DOMENIC	8830 ARAS ST	*ST LEONARD QC	CA	H1P 2	E6	EDGEWATER BEACH CONDOUNIT 205
504234AH0130	PARSHIN,SERGUEI	11222 NW 14 CT	PEMBROKE PINES	FL	33026	5838	EDGEWATER BEACH CONDOUNIT 206
504234AH0140	ROZAK,RITA J	13280 SW 9 CT	DAVIE	FL	33325	2632	EDGEWATER BEACH CONDOUNIT 207
234AH0150	FITZHUGH,DONALD	17 NE 2 AVE #208	DANIA BEACH	FL	33004		EDGEWATER BEACH CONDOUNIT 208
	ONAINDIA, JUAN RE: EDGEWATER BEACH CONDO 24 SE 4TH ST DANIA BEACH, FL 33004						

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1843 LLC
16102 EMERALD ESTATES DR #226
WESTON FL 33331

200 EDB LLC
67 N FEDERAL HWY
DANIA BEACH FL 33004 2801

21 NW 1ST AVENUE LLC
PO BOX 8323
CALABASAS CA 91372

4 N FEDERAL DANIA LLC
2434 E LAS OLAS BLVD
FORT LAUDERDALE FL 33301

49 N FEDERAL LLC
67 N FEDERAL HWY
DANIA BEACH FL 33004 2801

67-75 NORTH FEDERAL ASSOC LLC
67 N FEDERAL HWY
DANIA BEACH FL 33004

7-ELEVEN INC
1722 ROUTH ST STE 1000
DALLAS TX 75201

AKIBA,CHARLES & ANN FRANCINE
3 N FEDERAL HWY
DANIA BEACH FL 33004 2801

AKIBA,CHARLES &
AKIBA,ANN FRANCINE
11 N FEDERAL HWY
DANIA BEACH FL 33004

ALBANESE,DOMENIC
8830 ARAS ST
*ST LEONARD QC CA H1P 2 E6

ANDERSON,LARREL W
PO BOX 827411
PEMBROKE PINES FL 33082 7411

AQUINO,JUAN T &
AQUINO,ROSARIO L
8932 SW 49 ST
COOPER CITY FL 33328 3604

ARNOLD,WALLACE
201 EVERINGHAM ROAD
SYRACUSE NY 13205

AUTEX CORP
330 SE 2 ST #502H
HALLANDALE BEACH FL 33009

BOUTSIKOS,SARANTIS
4615 SW 34 TER
FORT LAUDERDALE FL 33312

BRANCELLA,BARBARA F
BRANCELLA,THOMAS & WISNIEWSKI,C
84-11 CORONA AVE
ELMHURST NY 11373 3032

BRISACIER,SYLVIE
700 W RIVER OAK DR
ORMOND BEACH FL 32174 2814

BRUCE KODNER TR
KODNER,BRUCE TRSTEE
24 S DIXIE HWY
LAKE WORTH FL 33460

CANIGLIA,PAOLO
40 NE 1 CT
DANIA BEACH FL 33004 2815

CHESTO,DANIEL
PO BOX 820461
PEMBROKE PINES FL 33082

CIEZADLO,NANCY ANN
63 N FEDERAL HWY
DANIA BEACH FL 33004

CITY OF DANIA BEACH
100 W DANIA BEACH BLVD
DANIA BEACH FL 33004 3643

DAMSE LLC
10800 SW 27 CT
DAVIE FL 33328

DANIA AIRPORT HOTELS LLC
1955 HARRISON ST #200
HOLLYWOOD FL 33020

DANIA ANTIQUE & JEWEL ARCADE
PO BOX 1814
DANIA BEACH FL 33004 1814

DANIA ANTIQUE GALLERIES LLC
PO BOX 1814
DANIA BEACH FL 33004

DANIA DISCOUNT DRUGS INC
16 18 S FEDERAL HWY
DANIA BEACH FL 33004

DANIA PLAZA INC
PO BOX 1814
DANIA BEACH FL 33004 1814

DAVIDSON HOLDINGS LLC
1915 JOHNSON ST
HOLLYWOOD FL 33020

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LLC DAWSON OPERATIONS LLC
19450 SINGING HILLS DR
PORTER RANCH CA 91326

FALLAD,JORGE M &
VELEZ,MARIA A
102 N FEDERAL HWY
DANIA BEACH FL 33004 2804

FITZHUGH,DONALD
17 NE 2 AVE #208
DANIA BEACH FL 33004

GAFFNEY,KATHLEEN L
30 NE 2 AVE
DANIA BEACH FL 33004 4807

GARALFA ESTATES 3 LLC
777 SW 37 AVE #510
MIAMI FL 33135

GARDNER,KANYA
34 NE 1 CT
DANIA BEACH FL 33004

GONZALEZ,LUIS A
GONZALEZ,WANDA E
21 NE 2 AVENUE 1-4
DANIA BEACH FL 33004

GUPTA,CHANDER L
129 E DANIA BEACH BLVD
DANIA BEACH FL 33004 3032

HOWE,ROBERT WILLIAM &
HOWE,BARBARA
920 SW 21 CT
FORT LAUDERDALE FL 33315 2424

HUBERT,MARY M
36 NE 2 AVE
DANIA BEACH FL 33004 4807

ICEBERG MARKETING LLC
19130 NW 11 AVE
MIAMI FL 33169

KIM BARTNICK LLC
267 CODRINGTON DR
FORT LAUDERDALE FL 33308 5922

KODNER GALLERIES INC
45 S FEDERAL HWY
DANIA BEACH FL 33004

LANG RENTALS LLC
5561 SW 94 AVE
COOPER CITY FL 33328

MANCUSI,MARY
% CALIFORNIA DREAM INN
214 NE 2 PL
DANIA BEACH FL 33004 4816

MARSHALL LABREE POST 304
AMERICAN LEGION INC
41 NE 1 CT
DANIA BEACH FL 33004

MARTIN,VERNON D
13 NE 2 AVE #101
DANIA BEACH FL 33004

MIRANDA,FRANCISCO
201 NE 1 ST
DANIA BEACH FL 33004

MODELO PROPERTIES INC
700 E DANIA BEACH BLVD
DANIA BEACH FL 33004 2814

MORS PROPERTIES LLC
2604 SW 55 ST
FORT LAUDERDALE FL 33312

MPV INVESTMENTS INC
135 E DANIA BEACH BLVD #202
DANIA BEACH FL 33004

NILCIAN,NASRIN
201 NE 2 CT
DANIA BEACH FL 33004

NW 1ST LLC
67 N FEDERAL HWY
DANIA BEACH FL 33004 2801

ONAINDIA,AITZIBER
ONAINDIA,JUAN & ONAINDIA,CARMEN
13 NE 2 AVE #102
DANIA BEACH FL 33004

PARSHIN,SERGUEI
11222 NW 14 CT
PEMBROKE PINES FL 33026 5838

POTTER,WALLACE & LEONA
3 KLEIN ST
OAKHURST NJ 07755 1118

PUBLIC LAND
% CITY OF DANIA BEACH
100 W DANIA BEACH BLVD
DANIA BEACH FL 33004

ROBERT MARKS & BARBARA MARKS TR
MARKS,ROBERT L & BARBARA TRSTEES
925 S NORTHLAKE DR
HOLLYWOOD FL 33019

ROBERT WILLIAM HOWE REV LIV TR
HOWE,ROBERT TRSTEE
920 SW 21 CT
FORT LAUDERDALE FL 33315

ROMANO,PAULA F
2553 N 40 AVE
HOLLYWOOD FL 33021

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13280 SW 9 CT
DAVIE FL 33325 2632

RYAN,JOHN M
34 NW 1 AVE
DANIA BEACH FL 33004

RYDER NASH LLC
1830 S OCEAN DR #4203
HALLANDALE BEACH FL 33009

S3 HOSPITALITY MIAMI LLC
10901 PINE LODGE TRL
DAVIE FL 33328

SB & JFB REV TR
BEAULIEU,SYLVIE TRSTEE ETAL
700 W RIVER OAK DR
ORMOND BEACH FL 32174

SCHEINKMAN & SCHEINKMAN PA
18 NE 2 AVE
DANIA BEACH FL 33004 4807

SHARGORODSKY,EFIM & ELENA
40 IRON ROCK CT
HOLLAND PA 18966

SIGNORE,PETER A III
45 SE 14 ST
DANIA BEACH FL 33004

SOUTH FLORIDA HAITIAN EVANGELICAL
BAPTIST CHURCH INC
PO BOX 816
DANIA BEACH FL 33004

SPEC BROS LLC
1026 N NORTHLAKE DR
HOLLYWOOD FL 33019

STAGED RIGHT EVENTS INC
29 S FEDERAL HWY
DANIA BEACH FL 33004

TERJESEN,MARIA
TERJESEN,ROBERT T
110 SE PARK ST
DANIA BEACH FL 33004 3624

THE SOUTHLAND CORP
% TAX DEPT #10429
PO BOX 711
DALLAS TX 75221 0711

TOMA,PATRICK F
5931 POLK ST
HOLLYWOOD FL 33021 6335

VETTORI LLC
38 NE 1 AVE
DANIA BEACH FL 33004 3643

VILLAGE AT DANIA BEACH LLC
12895 SW 132 ST #202
MIAMI FL 33186

VILLAGE AT DANIA BEACH
BOULEVARD LLC
3901 N 67 TER
HOLLYWOOD FL 33024

ZECCA,JOHN EST
221 NE 1 TER
DANIA BEACH FL 33004 4802

ONAINDIA, JUAN
RE: EDGEWATER BEACH CONDO
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DANIA BEACH, FL 33004

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TRAFTECH
ENGINEERING, INC.

RECEIVED
JAN 03 2020
BY:

Mr. M. Dale Reed
Senior Vice President – Trion Ventures, Inc.
300 SW 1st Avenue, Suite 106
Fort Lauderdale, Florida 33301

December 9, 2019

Re: Trion at Dania Beach –Traffic Memorandum

Dear Dale:

Traf Tech Engineering, Inc. is pleased to provide you with the results of the revised trip generation analysis in connection with the approved Trion at Dania Beach project planned to be located on the northeast corner of Dania Beach Boulevard and US 1/South Federal Highway in the City of Dania Beach in Broward County, Florida. The trip generation analysis compares the trips associated with the previously approved traffic study against the trips generated by the latest changes in land use intensities. That is, the number of residential units was increased from 300 to 340 and the retail square footage remains at 12,926 square feet. As indicated in the attached tables, the new trips changed as follows:

Daily trips from 3,342 to 3,608 or 3,611 (ITE 9th Edition or ITE 10th Edition)
AM peak hour trips from 187 to 207 or 165 (ITE 9th Edition or ITE 10th Edition)
PM peak hour trips from 300 to 325 or 280 (ITE 9th Edition or ITE 10th Edition)

As indicated above, there is a minor trip increase as a result of the proposed changes in land use intensities if we use ITE's *Trip Generation Manual* 9th Edition. However, it is important to note that if the latest ITE manual is used (10th Edition), the AM and PM peak hour trips are less than those analyzed as part of the approved traffic study.

It has been a pleasure working with Trion Ventures, Inc. on this project.

Sincerely,

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

Table 1 - Approved Uses and Intensities (May 2017)
Trip Generation Summary
Trion at Dania Beach - Fort Lauderdale, Florida

Land Use	Size	Daily Trips	AM Peak Hour Trips			PM Peak Hour Trips		
			In	Out	Total	In	Out	Total
Residential - Apartment (LUC 220)	300 Units	1,995	31	122	153	121	65	186
Commercial Retail (LUC 820)	12,926 S.F.	1,796	28	17	45	73	79	152
Gross Trips		**3,791**	**59**	**139**	**198**	**194**	**144**	**338**
Pass-by (Retail -25%)		-449	-6	-6	-11	-19	-19	-38
External		**3,342**	**53**	**133**	**187**	**175**	**125**	**300**

Compiled by: Traf Tech Engineering, Inc. (May 2017).
Source: Institute of Transportation Engineers (ITE) Trip Generation (9th Edition).

Table 2 - Proposed Uses and Intensities (December 2019)
Trip Generation Summary
Trion at Dania Beach - Fort Lauderdale, Florida

Land Use	Size	Daily Trips	AM Peak Hour Trips			PM Peak Hour Trips		
			In	Out	Total	In	Out	Total
Residential - Apartment (LUC 220)	340 Units	2,261	35	138	173	137	74	211
Commercial Retail (LUC 820)	12,926 S.F.	1,796	28	17	45	73	79	152
Gross Trips		**4,057**	**63**	**155**	**218**	**210**	**153**	**363**
Pass-by (Retail -25%)		-449	-6	-6	-11	-19	-19	-38
External		**3,608**	**57**	**149**	**207**	**191**	**134**	**325**

Compiled by: Traf Tech Engineering, Inc. (December 2019).
*Source: Institute of Transportation Engineers (ITE) Trip Generation (**9th Edition**).*

Table 3 - Proposed Uses and Intensities (December 2019)
Trip Generation Summary
Trion at Dania Beach - Fort Lauderdale, Florida

Land Use	Size	Daily Trips	AM Peak Hour Trips			PM Peak Hour Trips		
			In	Out	Total	In	Out	Total
Residential - Apartment (LUC 220)	340 Units	2,489	36	120	156	120	70	190
Commercial Retail (LUC 820)	12,926 S.F.	1,496	7	5	12	58	62	120
Gross Trips		**3,985**	**43**	**125**	**168**	**178**	**132**	**310**
Pass-by (Retail -25%)		-374	-2	-2	-3	-15	-15	-30
External		**3,611**	**42**	**124**	**165**	**163**	**117**	**280**

Compiled by: Traf Tech Engineering, Inc. (December 2019).
Source: Institute of Transportation Engineers (ITE) Trip Generation (10th Edition).

I. DRAINAGE OVERVIEW:

The Trion development is located northeast of the E Dania Beach Blvd and S Federal Hwy intersection (Section 34, Township 50S, Range 42E) in the City of Dania Beach, Florida. The project will be built on a 2.36-acre site that consisted of four existing buildings and associated surface parking. The proposed stormwater design for the site will include exfiltration trench and four (4) drainage wells. The proposed elevations are unusually high on the west side of the property due to close proximity to Federal Highway. The stormwater drainage will be designed in accordance of Broward County standards. A pre vs. post development stage comparison has been performed to indicated the post development stage for the site are below the pre-development stage. Full water quality is provided in the proposed exfiltration trench.

II. PRE-DEVELOPMENT CONDITIONS:

The pre-development site consists of four buildings totaling an area of 0.43 acres. There is an existing asphalt parking lot within the project limits as well. The impervious areas at the site is 1.01 acres.

III. POST DEVELOPMENT CONDITIONS

The new development will consist of the following:

a. Construction of 13,700 SF of retail, 340 apartment units and 2000 SF of office space

b. Associated garage parking

c. Installation of storm drainage facilities to include catch basins, drainage wells and associated piping.

IV. PROPOSED SITE DATA

A. *Total Proposed Site Drainage Area = 2.36 acres*

Upland Basin	Area	Percentage
1. *Impervious*	*0.15 Ac.*	*6.5%*
2. *Pervious*	*0.24 Ac.*	*10%*
3. *Building*	*1.97 Ac.*	*83.5%*
Total *Property* Area	2.36 Ac.	*100%*

B. *Minimum Elevations:*

	Map Elevations	*Calculated Flood Stage*
Broward County Min. Buildings (100-year/3-day)	6.5' NAVD	7.96 NAVD
FEMA Min. Buildings (100 year)	Varies: 6.0 NAVD and Zone X	7.96 NAVD
Building Code ASCE-24	6.0' NAVD + 1'	7.96 NAVD

C. *Wet Season Water Table:* El. 1.50' NAVD

D. *Maximum Stages:*

	Pre-development	Post Development	Broward County Flood Stage
10 yr, 1 day (24 hr)	*7.24 NAVD*	*7.22 NAVD*	*3.5*
25 yr, 3 day (72 hr)	*8.16 NAVD*	*7.79 NAVD*	-
100 yr, 3 day (72 hr)	*8.50 NAVD*	*7.96 NAVD*	*6.5*

E. *Design Storm Rainfalls:*

1. 10-year, 1-day = 8.5 inches
2. 25-year, 1-day = 10.5 inches
3. 25-year, 3-day = 14.5 inches
4. 100-year, 1-day = 13.25 inches
5. 100-year, 3-day = 17 inches

V. POST DEVELOPMENT COMPUTATIONS

Water Quality:

First inch of run-off

Volume Required = 1.0 inch x 2.36 acres x (1 ft/12 inches)
Volume Required = 0.20 ac-ft

2.5 times % of Impervious

Volume Required = (Percent Impervious x 2.5 inches) x site area
Volume Required = (2.12 acres/2.36 acres) x 2.5 inches x 2.36 acres / 12"
Volume Required =0.44ac-ft

Exfiltration trench water quality provided = 0.443ac-ft

VI. SUMMARY

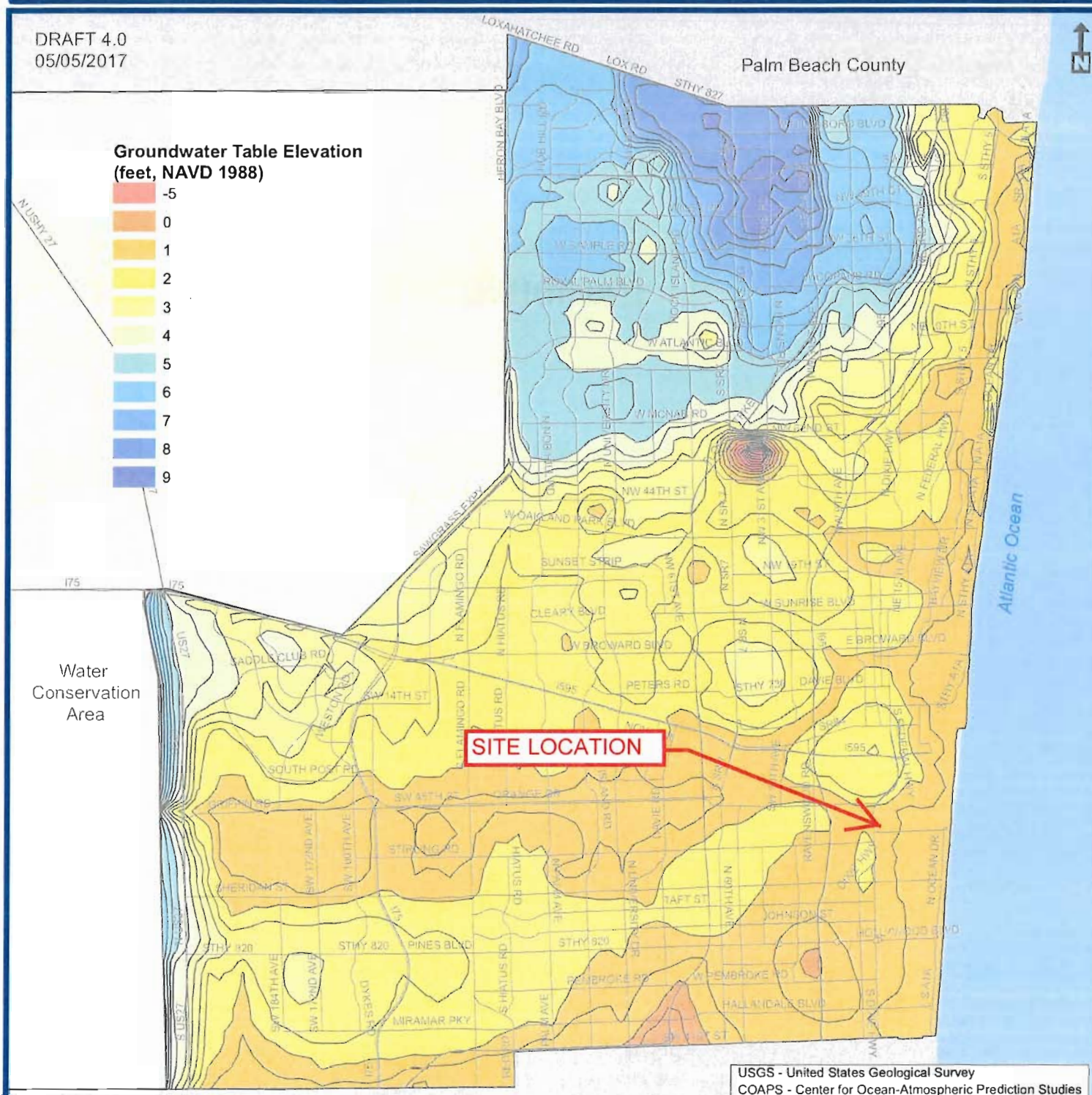
For the proposed Trion development site, the site as proposed can be accommodated utilizing the exfiltration trench and proposed drainage wells. The drainage well capacity is expected to be 220GPM/ft of head per nearby well data. The proposed elevations on-site are unusually high due to the project location being immediately adjacent to the state road, Federal Highway.

EXHIBIT A

SITE
LOCATION
NE 1st St
NW 1st St
NE 2nd Ave
NE 1st Ave
NE 1st Ct
N Federal Hwy
S Federal Hwy
E Dania Beach Blvd
W Dania Beach Blvd
5
NW 3rd Ave
NW 4th Ave
Hill St
NW 1st Ave
Park Ave E
SE 2nd Ave
SE 1st Ave

EXHIBIT B

Future Conditions Average Wet Season Groundwater Elevation Map



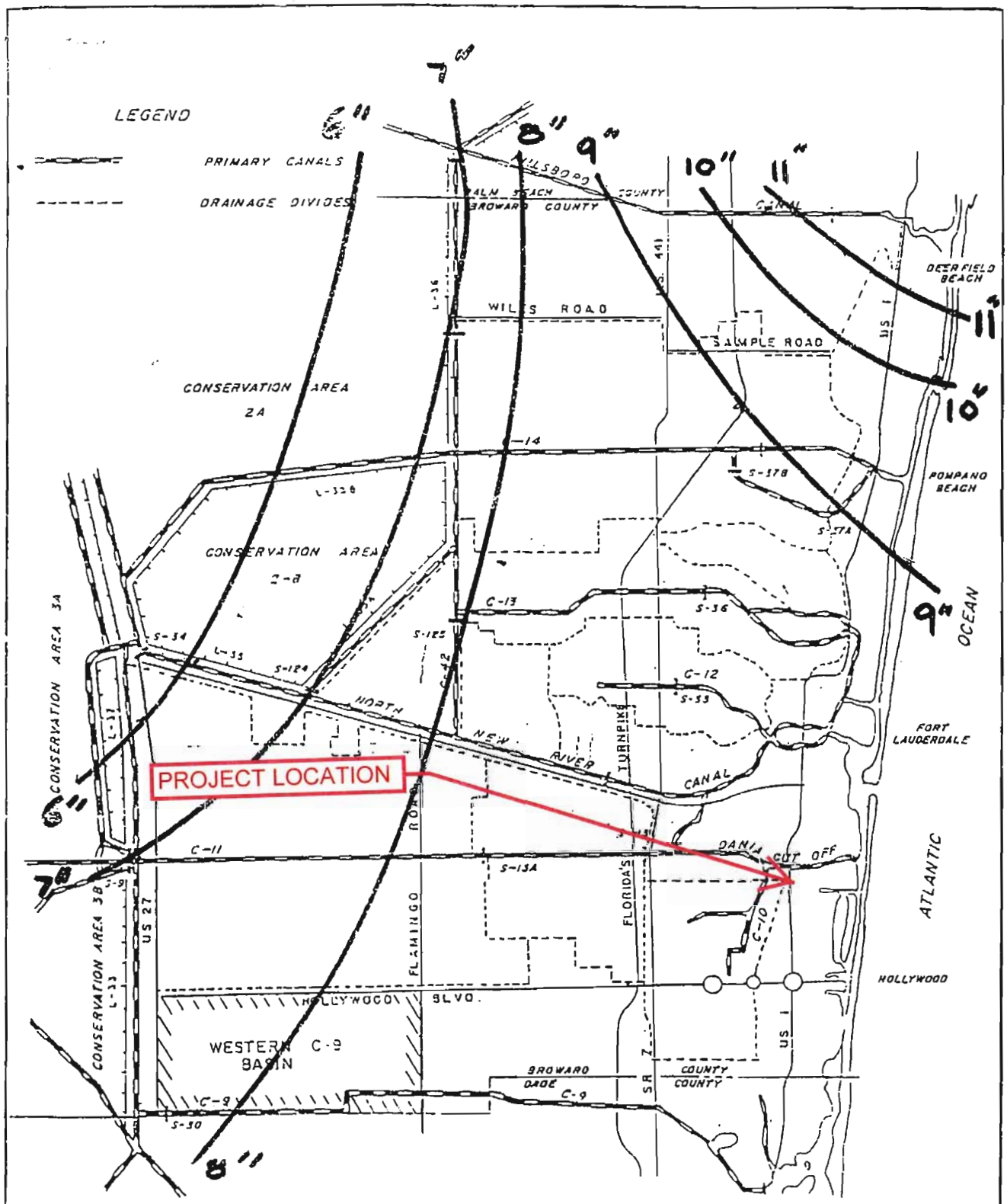
USGS - United States Geological Survey
COAPS - Center for Ocean-Atmospheric Prediction Studies
CCSM - Community Climate System Model
USACE - United States Army Corps of Engineers
NRC3 - National Research Council Curve 3
NAVD 88 - 1988 North American Vertical Datum

Division Name: Environmental Planning and Community Resilience
Department Name: Environmental Protection and Growth Management

The map represents the expected future average wet season groundwater elevations for Broward County. The average is based on model outputs for the months of May through October over the period of 2060-2069. The models used are The Broward County Inundation Model and the Broward County Northern Variable Density model, both developed by the USGS and MODFLOW based. The future conditions that are modified in the models are both precipitation and sea level rise. The future precipitation pattern is based on the COAPS downscaled CCSM global model and represents an increase of 9.1% rainfall from the base case of 1990-1999 (53.4 in/yr to 58.2 in/yr). Sea level rise was based on the USACE NRC3 curve which equates to an increase of 26.6 to 33.9 inches to the future period from 1992 levels. Final results are presented in NAVD 88.

This map is for planning purposes and should not be used for legal boundary determinations.

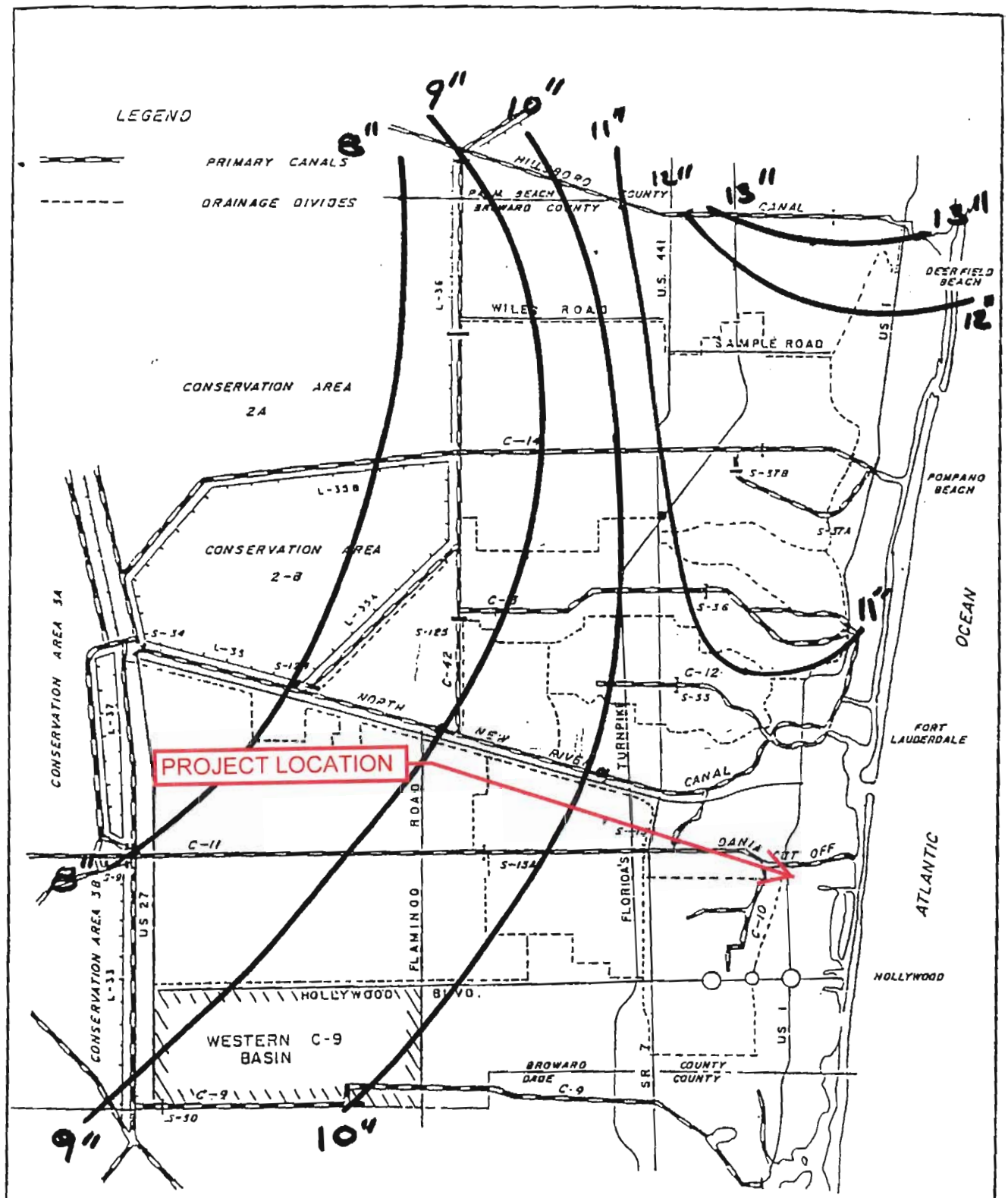
EXHIBIT C



NOTE: This map available on 24"x36" sheet

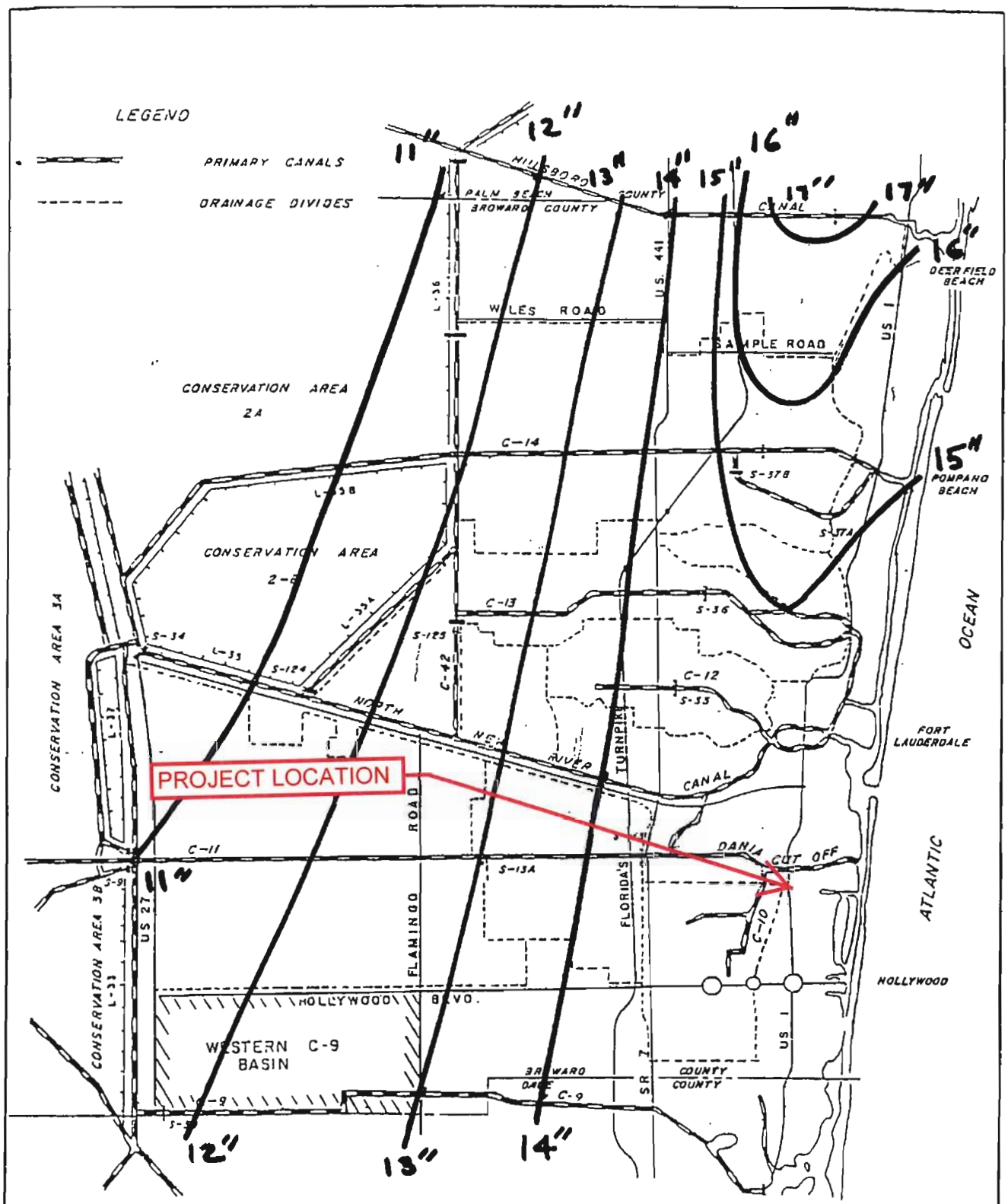
BROWARD COUNTY PUBLIC WORKS DEPARTMENT Water Resources Management Division		DRAINAGE DIVIDES	W.M. 1.1 1 OF 1 SHEETS

10 YR — 1 DAY



BROWARD COUNTY PUBLIC WORKS DEPARTMENT Water Resources Management Division		DRAINAGE DIVIDES	W.M. 1.1 1 OF 1 SHEETS

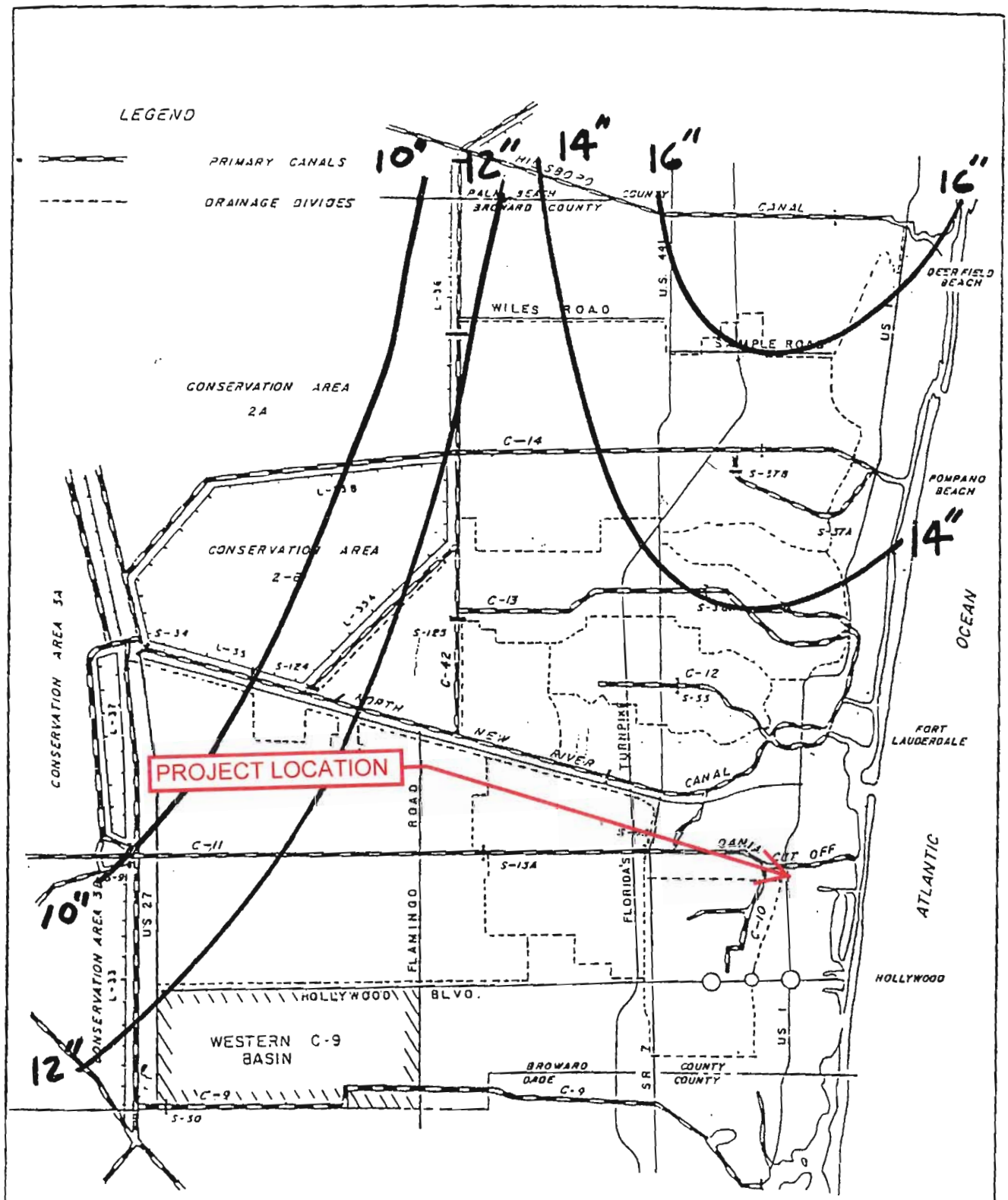
25Y – 1 DAY



NOTE: This map available on 24"x36" sheet

BROWARD COUNTY PUBLIC WORKS DEPARTMENT Water Resources Management Division		DRAINAGE DIVIDES	W.M. 1.1 1 OF 1 SHEETS

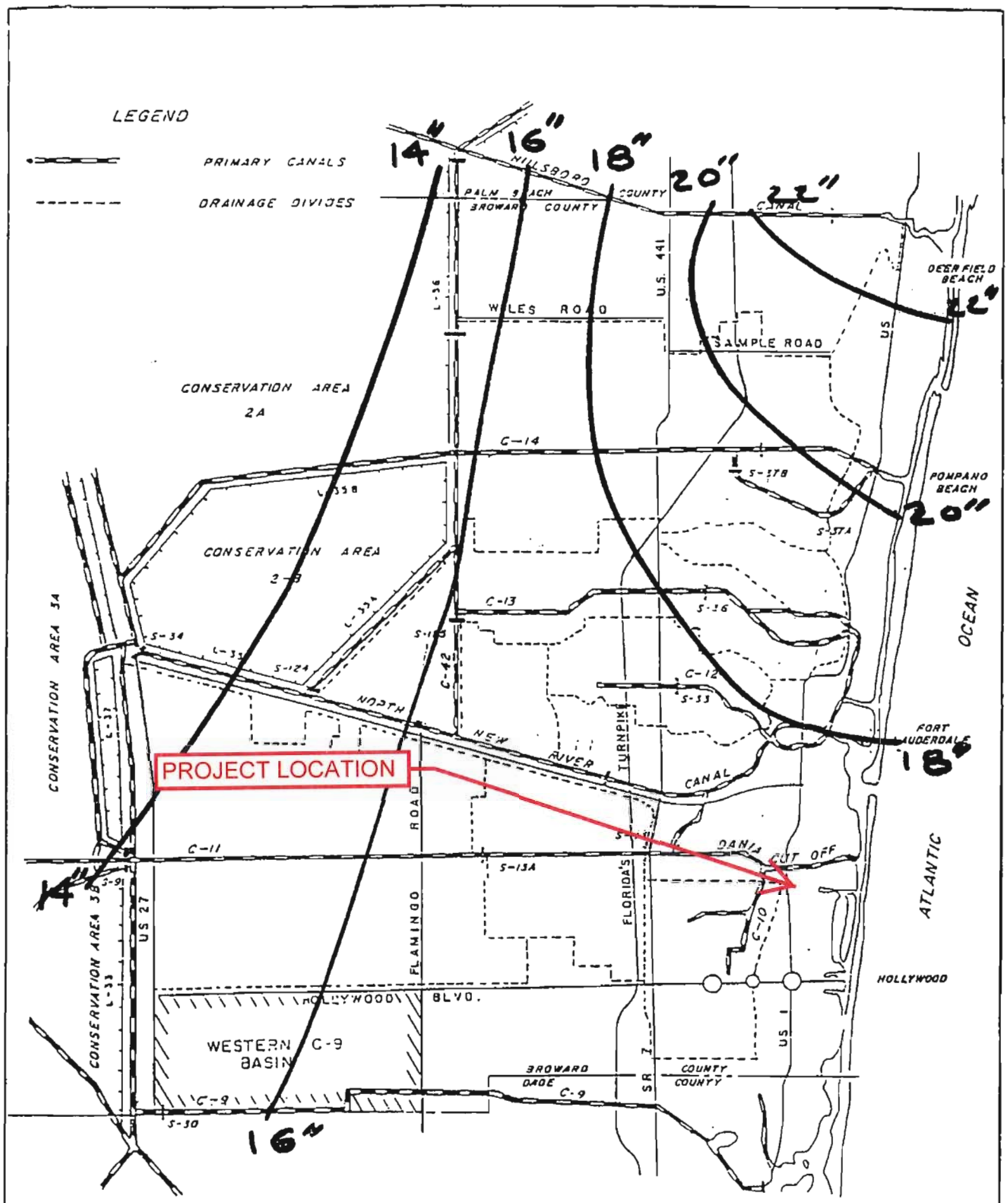
25YR-3D



NOTE: This map available on 24"x36" sheet

BROWARD COUNTY PUBLIC WORKS DEPARTMENT Water Resources Management Division		DRAINAGE DIVIDES	W.M. 1.1 1 OF 1 SHEETS

100YR – 1DAY



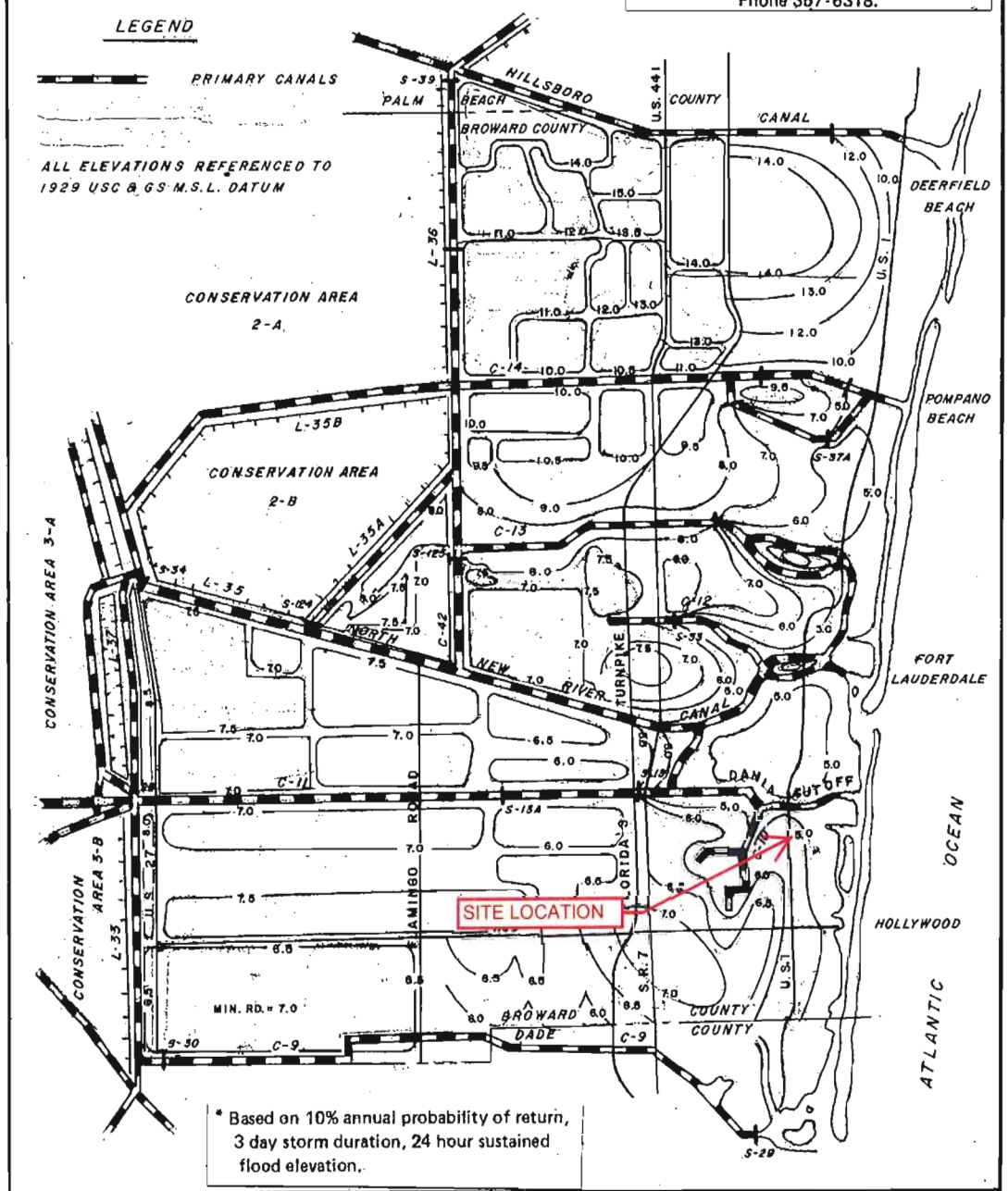
NOTE: This map available on 24"x36" sheet

BROWARD COUNTY PUBLIC WORKS DEPARTMENT Water Resources Management Division		DRAINAGE DIVIDES	W.M. 1.1 1 OF 1 SHEETS

100YR-3D

EXHIBIT D

NOTE: This map available on 24"x36" sheet at Water Resources Management Division. Phone 357-6318.

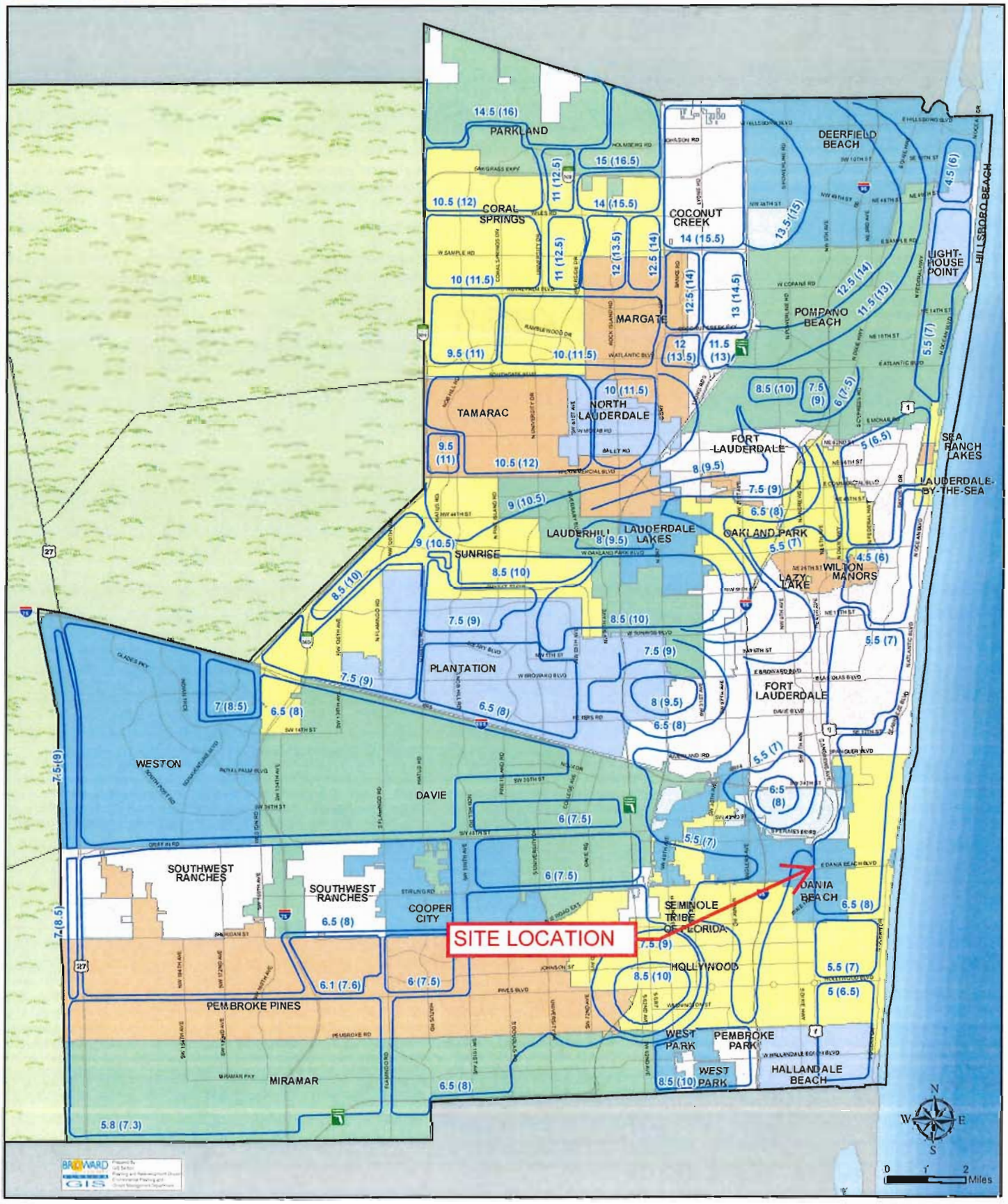


* Based on 10% annual probability of return, 3 day storm duration, 24 hour sustained flood elevation.

BROWARD COUNTY PUBLIC WORKS DEPARTMENT Water Resources Management Division	APPROVED 7-19-77 REVISED 10-86	10 YEAR FLOOD ELEVATION MAP*	W.M. 12.1 1 OF 1 SHEETS

EXHIBIT E

BROWARD COUNTY 100 YEAR FLOOD ELEVATIONS



100 Year Flood Contours NAVD (NGVD)
Example: 6.5 (8)

This map is for conceptual purposes only and should not be used for legal boundary determinations.
Elevations converted from NGVD to NAVD using the FEMA approved conversion factor for Broward County of (-)1.5, based on 1997 FEMA Flood Data

#12729 SNowicki 10/2014

EXHIBIT F

MAP SCALE 1" = 500'

250 0 250 500 750 1,000 FEET

NFIP

NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0567H

FIRM

FLOOD INSURANCE RATE MAP

BROWARD COUNTY, FLORIDA

AND INCORPORATED AREAS

PANEL 567 OF 751

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]

MAP NUMBER

12011C0567H

EFFECTIVE DATE

AUGUST 18, 2014

Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using FIRMette. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov

EXHIBIT G

Soil Map—Broward County, Florida, East Part

Map Scale: 1:856 if printed on A landscape (11" x 8.5") sheet.

N

Meters: 0 10 20 40 60

Feet: 0 40 80 160 240

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 17N WGS84

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 15, Sep 16, 2019

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jan 2, 2019—Mar 26, 2019

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.

RECEIVED
FEB 06 2020
BY:
FILE COP

TRION

CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA

DRAINAGE ANALYSIS

FEBRUARY, 2020

CT&A PROJECT NO. 05-0136-006-01

Craven Thompson and Associates, Inc.
Engineers, Planners, Surveyors
3563 NW 53rd Street, Fort Lauderdale, FL 33309
Telephone: (954) 739-6400
Fax: (954) 739-6409

Florida Licensed Engineering, Surveying & Mapping Business No. 271
Florida Licensed Landscape Architecture Business No. C000114

Chad Everett Edwards
Digitally signed by Chad Everett Edwards
Date: 2020.02.05 17:26:50 -05'00'

Chad E. Edwards, P.E.

Florida P.E. No. 59306

TABLE OF CONTENTS

	Page
Drainage (Overview)	1
Pre-Development Conditions	1
Post-Development Conditions	1-2
Site Data	2-3
Post-Development Computations –Water Quality	3
Summary	4

Exhibits

A. Aerial/Location Map

B. Broward County Average Wet Season Water Table Map

C. Broward County Drainage Divides, Rainfall Maps

D. Broward County Flood Elevation Map – 10 Year

E. Broward County Flood Elevation Map – 100 year

F. Flood Insurance Rate Map (FIRM)

G. USDA Web Soil Survey

H. USGS Quadrangle Map

I. Soil Storage Calculations and Exfiltration Trench Calculations

J. Stage-Storage Calculations, Pre-Development (10-yr, 1 day; 25-yr, 3 day; 100-yr, 3 day)

K. Stage-Storage Calculations, Post-Development (10-yr, 1 day; 25-yr, 3 day; 100-yr, 3 day)

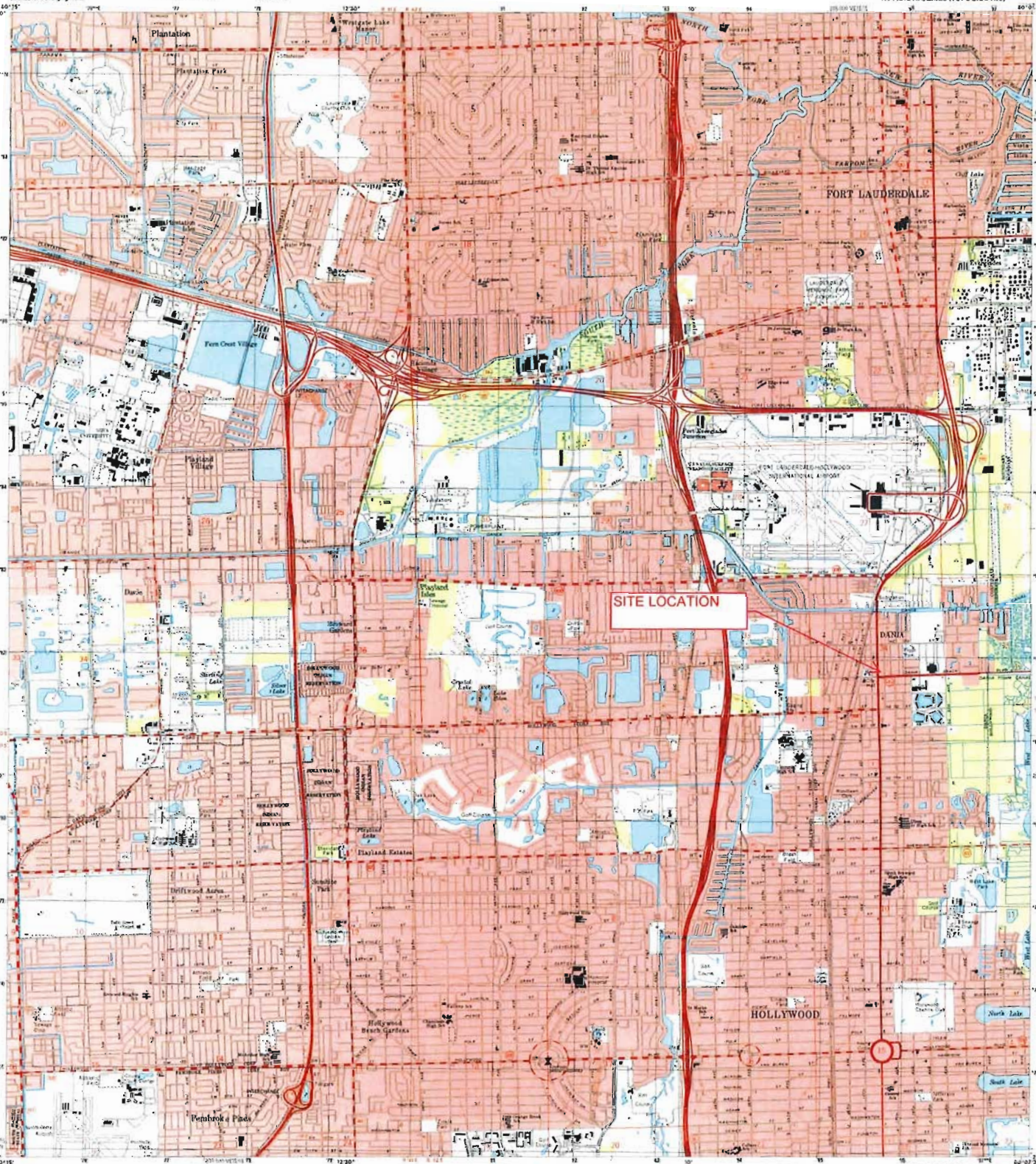
Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
3	Arents, organic substratum-Urban land complex	0.2	6.8%
11	Dade-Urban land complex	1.3	50.7%
40	Urban land, 0 to 2 percent slopes	1.1	42.5%
Totals for Area of Interest		**2.6**	**100.0%**

EXHIBIT H

U.S. DEPARTMENT OF THE INTERIOR
U.S. GEOLOGICAL SURVEY

FORT LAUDERDALE SOUTH QUADRANGLE
FLORIDA-BROWARD CO.
7.5-MINUTE SERIES (TOPOGRAPHIC)



Produced by the United States Geological Survey

SCALE 1:24 000

CONTOUR INTERVAL 5 FEET
NATIONAL GEODETIC VERTICAL DATUM OF 1929

FOR SALE BY U. S. GEOLOGICAL SURVEY, P.O. BOX 25286, DENVER, COLORADO 80225

FORT LAUDERDALE SOUTH, FL
1994

EXHIBIT I

Pre Development Soil Storage Calculations

9.00	NAVD	-	1.50	NAVD	=	7.50

Flatwoods (2)

Compacted S (in.) = 6.75 in

6.75	inches/ 12inches	x	0.92	acres	=	0.518	ac-ft of soil storage
0.518	ac-ft of soil storage	/	2.36	acres	=	0.219	ft of soil storage
0.219	ft of soil storage	x	12	inches	=	2.63	inches of soil storage

Post Development Soil Storage Calculations

9.00	NAVD	-	1.50	NAVD	=	7.50

Flatwoods (2)

Compacted S (in.) = 6.75 in

6.75	inches/ 12inches	x	0.06	acres	=	0.034	ac-ft of soil storage
0.034	ac-ft of soil storage	/	2.36	acres	=	0.014	ft of soil storage
0.014	ft of soil storage	x	12	inches	=	0.17	inches of soil storage

Trion Trench Calculations

EXFILTRATION TRENCH CALCULATIONS

Site Area =	2.36 AC
Required Water Quality =	0.440 AF
Provided Water Quality =	0.443 AF
Trench Length Provided =	290 LF

PROPOSED EXFILTRATION TRENCH			
H_2=	DEPTH TO WATER TABLE (Ft.)	=	3.50
D_U=	NON SATURATED TRENCH DEPTH (Ft.)	=	3.00
D_S=	SATURATED TRENCH DEPTH (Ft.)	=	3.00
W=	TRENCH WIDTH (Ft.)	=	12.00
K=	*HYDRAULIC CONDUCTIVITY (CFS/FT2-FT-HEAD)	=	1.78E-04
V=	VOLUME TO BE TREATED (ACRE-INCHES)	=	**5.312**
L=	LENGTH OF TRENCH (Ft.)	=	**290**

L=	$V/[(K*(H_2*W+2H_2D_U-D_U^2+2H_2D_S)+(1.39*10^{-4}*WD_U))]$

$V_{TREATED\ (Ac\text{-}In)}$ =	**5.312**
$V_{TREATED\ (Ac\text{-}Ft)}$ =	**0.443**

EXHIBIT J

Stormwater Calculations Input

PRE DEVELOPMENT

	areas	elevation range
Impervious	1.01	11.5-5.0
Pervious	0.92	8.0-5.0
Buildings	0.43	
Total area	2.36	

Project Name: trion
Reviewer: mkv
Project Number: 05-00136
Period Begin: Jan 01, 2000;0000 hr End: Jan 02, 2000;0000 hr Duration: 24 hr
Time Step: 0.1 hr, Iterations: 1000

Basin 1: TRION - PRE

Method: Santa Barbara Unit Hydrograph
Rainfall Distribution: SFWMD - 24 hr
Design Frequency: 10 year
1 Day Rainfall: 8.5 inches
Area: 2.36 acres
Ground Storage: 2.63 inches
Time of Concentration: 0.1 hours
Initial Stage: 5 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
5.00	0.00
5.50	0.06
6.00	0.23
6.50	0.52
7.00	0.92
7.50	1.44
8.00	2.08
8.50	2.79
9.00	3.54
9.50	4.33
10.00	5.16
10.50	6.03
11.00	6.94

STRUCTURE MAXIMUM AND MINIMUM DISCHARGES

Struc	Max (cfs)	Time (hr)	Min (cfs)	Time (hr)

BASIN MAXIMUM AND MINIMUM STAGES

Basin	Max (ft)	Time (hr)	Min (ft)	Time (hr)
TRION - PRE	7.24	24.00	5.00	0.00

BASIN WATER BUDGETS (all units in acre-ft)

Basin	Total Runoff	Structure Inflow	Structure Outflow	Initial Storage	Final Storage	Residual
TRION - PRE	1.18	0.00	0.00	0.00	1.18	0.00

Project Name: trion
Reviewer: mkv
Project Number: 05-00136
Period Begin: Jan 01, 2000;0000 hr End: Jan 04, 2000;0000 hr Duration: 72 hr
Time Step: 0.1 hr, Iterations: 1000

Basin 1: TRION - PRE

Method: Santa Barbara Unit Hydrograph
Rainfall Distribution: SFWMD - 3day
Design Frequency: 25 year
3 Day Rainfall: 14.5 inches
Area: 2.36 acres
Ground Storage: 2.63 inches
Time of Concentration: 0.1 hours
Initial Stage: 5 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
5.00	0.00
5.50	0.06
6.00	0.23
6.50	0.52
7.00	0.92
7.50	1.44
8.00	2.08
8.50	2.79
9.00	3.54
9.50	4.33
10.00	5.16
10.50	6.03
11.00	6.94

STRUCTURE MAXIMUM AND MINIMUM DISCHARGES

Struc	Max (cfs)	Time (hr)	Min (cfs)	Time (hr)

BASIN MAXIMUM AND MINIMUM STAGES

Basin	Max (ft)	Time (hr)	Min (ft)	Time (hr)
TRION - PRE	8.16	72.00	5.00	0.00

BASIN WATER BUDGETS (all units in acre-ft)

Basin	Total Runoff	Structure Inflow	Structure Outflow	Initial Storage	Final Storage	Residual
TRION - PRE	2.31	0.00	0.00	0.00	2.31	0.00

Project Name: trion
Reviewer: mkv
Project Number: 05-00136
Period Begin: Jan 01, 2000;0000 hr End: Jan 04, 2000;0000 hr Duration: 72 hr
Time Step: 0.1 hr, Iterations: 1000

Basin 1: TRION - PRE

Method: Santa Barbara Unit Hydrograph
Rainfall Distribution: SFWMD - 3day
Design Frequency: 100 year
3 Day Rainfall: 17 inches
Area: 2.36 acres
Ground Storage: 2.63 inches
Time of Concentration: 0.1 hours
Initial Stage: 5 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
5.00	0.00
5.50	0.06
6.00	0.23
6.50	0.52
7.00	0.92
7.50	1.44
8.00	2.08
8.50	2.79
9.00	3.54
9.50	4.33
10.00	5.16
10.50	6.03
11.00	6.94

STRUCTURE MAXIMUM AND MINIMUM DISCHARGES

Struc	Max (cfs)	Time (hr)	Min (cfs)	Time (hr)

BASIN MAXIMUM AND MINIMUM STAGES

Basin	Max (ft)	Time (hr)	Min (ft)	Time (hr)
TRION - PRE	8.50	72.00	5.00	0.00

BASIN WATER BUDGETS (all units in acre-ft)

Basin	Total Runoff	Structure Inflow	Structure Outflow	Initial Storage	Final Storage	Residual
TRION - PRE	2.79	0.00	0.00	0.00	2.79	0.00

EXHIBIT K

Stormwater Calculations Input

POST DEVELOPMENT

	areas	elevation range
Impervious	0.15	8.5-9.5
Pervious	0.24	6.5-7.5
Buildings	1.97	
Total area	2.36	

TRION at Dania Beach
Prepared by: Craven Thompson & Associates, Inc.
2/5/2020

DRAINAGE WELL DISCHARGE CALCULATIONS

ASSUME **220 GALLONS PER MINUTE** (GPM) DISCHARGE
(BASED ON NEARBY WELL DATA).

BEGIN DISCHARGE AT ELEVATION 3.5
(ASSUME 2' NEEDED TO OVERCOME COLUMN OF SALT WATER,
2' ABOVE WET SEASON WATER TABLE)

CSF/FT=(1 wells)(220 gal/min)(ft^3/7.48 gal)(1 min/60 s)=0.49 CFS

Elev (ft.)	WELL 1 220 GPM (CFS)	WELL 2 220 GPM (CFS)	WELL 3 220 GPM (CFS)	WELL4 220 GPM (CFS)	Total Flow (CFS)
1.50	0.00	0.00	0.00	0.00	0.00
2.50	0.00	0.00	0.00	0.00	0.00
3.50	0.00	0.00	0.00	0.00	0.00
4.50	0.49	0.49	0.49	0.49	1.96
5.50	0.98	0.98	0.98	0.98	3.92
6.50	1.47	1.47	1.47	1.47	5.88
7.50	1.96	1.96	1.96	1.96	7.84
8.50	1.96	1.96	1.96	1.96	7.84

TOTAL WELLS PROPOSED: 4

EXFILTRATION TRENCH VOLUME PROVIDED= 0.443 AF

1

S C S P R O G R A M

PROJECT NAME . . . . . : TRION
REVIEWER . . . . . : MKV
PROJECT AREA . . . . . : 2.36 ACRES
GROUND STORAGE . . . : .00 INCHES
TERMINATION DISCHARGE : 100.00 CFS
DISTRIBUTION TYPE . . : SFWMD
RETURN FREQUENCY . . : 10.00 YEARS
RAINFALL DURATION . . : 1-DAY
24-HOUR RAINFALL . . : 8.50 INCHES
REPORTING SEQUENCE . : STANDARDIZED

STAGE (FT)	STORAGE (AF)	DISCHARGE (CFS)
1.50	.00	.00
2.50	.00	.00
3.50	.00	.00
4.50	.00	1.96
5.50	.00	3.92
6.50	.00	5.88
7.50	.34	7.84
8.50	1.35	7.84
9.50	3.03	7.84

				- - - - - - R E S E R V O I R - - - - -				
TIME (HR)	RAIN FALL (IN)	ACCUM. RUNOFF (IN)	BASIN DISCHGE (CFS)	ACCUM. INFLOW (AF)	VOLUME (AF)	ACCUM. OUTFLOW (AF)	INSTANT DISCHGE (CFS)	AVERAGE DISCHGE (CFS)	STAGE (FT)
.00	.00	.00	.0	.0	.0	.0	.0	.0	1.50
4.00	.38	.38	.3	.1	.0	.1	.3	.2	3.64
8.00	1.16	1.16	.6	.2	.0	.2	.6	.5	3.81
10.00	1.81	1.81	.9	.4	.0	.4	.9	.8	3.95
11.00	2.29	2.29	1.3	.4	.0	.4	1.3	1.1	4.16
11.50	2.71	2.71	2.0	.5	.0	.5	2.0	1.8	4.53
11.75	3.99	3.99	12.1	.8	.2	.6	6.2	4.1	6.68
12.00	5.58	5.58	15.1	1.1	.4	.7	7.1	6.6	7.10
12.50	6.20	6.20	3.0	1.2	.2	1.0	6.8	7.1	6.97

13.00	6.52	6.52	1.5	1.3	.0	1.3	3.6	5.7	5.35
14.00	6.95	6.95	.9	1.4	.0	1.4	.9	1.4	3.97
16.00	7.48	7.48	.6	1.5	.0	1.5	.6	.6	3.81
20.00	8.09	8.09	.4	1.6	.0	1.6	.4	.4	3.69
24.00	8.50	8.50	.2	1.7	.0	1.7	.2	.2	3.62

SUMMARY INFORMATION

MAXIMUM STAGE WAS 7.22 FEET AT 12.25 HOURS
MAXIMUM DISCHARGE WAS 7.3 CFS AT 12.25 HOURS

1

S C S P R O G R A M

PROJECT NAME . . . . . : TRION
REVIEWER . . . . . : MKV
PROJECT AREA . . . . . : 2.36 ACRES
GROUND STORAGE . . . . : .00 INCHES
TERMINATION DISCHARGE : 100.00 CFS
DISTRIBUTION TYPE . . : SFWMD
RETURN FREQUENCY . . : 25.00 YEARS
RAINFALL DURATION . . : 3-DAY
24-HOUR RAINFALL . . : 14.50 INCHES
REPORTING SEQUENCE . : STANDARDIZED

STAGE (FT)	STORAGE (AF)	DISCHARGE (CFS)
1.50	.00	.00
2.50	.00	.00
3.50	.00	.00
4.50	.00	1.96
5.50	.00	3.92
6.50	.00	5.88
7.50	.34	7.84
8.50	1.35	7.84
9.50	3.03	7.84

					- - - - - - R E S E R V O I R - - - - -				
TIME (HR)	RAIN FALL (IN)	ACCUM. RUNOFF (IN)	BASIN DISCHGE (CFS)	ACCUM. INFLOW (AF)	VOLUME (AF)	ACCUM. OUTFLOW (AF)	INSTANT DISCHGE (CFS)	AVERAGE DISCHGE (CFS)	STAGE (FT)
.00	.00	.00	.0	.0	.0	.0	.0	.0	1.50
4.00	.35	.35	.2	.1	.0	.1	.2	.2	3.61
8.00	.71	.71	.2	.1	.0	.1	.2	.2	3.61
12.00	1.06	1.06	.2	.2	.0	.2	.2	.2	3.61
16.00	1.41	1.41	.2	.3	.0	.3	.2	.2	3.61
20.00	1.76	1.76	.2	.3	.0	.3	.2	.2	3.61
24.00	2.12	2.12	.2	.4	.0	.4	.2	.2	3.61
28.00	2.63	2.63	.3	.5	.0	.5	.3	.3	3.66
32.00	3.15	3.15	.3	.6	.0	.6	.3	.3	3.66

36.00	3.66	3.66	.3	.7	.0	.7	.3	.3	3.66
40.00	4.18	4.18	.3	.8	.0	.8	.3	.3	3.66
44.00	4.69	4.69	.3	.9	.0	.9	.3	.3	3.66
48.00	5.21	5.21	.3	1.0	.0	1.0	.3	.3	3.66
52.00	5.86	5.86	.5	1.2	.0	1.2	.5	.4	3.75
56.00	7.19	7.19	1.0	1.4	.0	1.4	1.0	.8	4.03
58.00	8.29	8.29	1.5	1.6	.0	1.6	1.5	1.3	4.27
59.00	9.11	9.11	2.2	1.8	.0	1.8	2.2	1.8	4.63
59.50	9.83	9.83	3.5	1.9	.0	1.9	3.5	3.1	5.26
59.75	12.01	12.01	20.7	2.4	.4	2.0	6.7	5.1	6.93
60.00	14.72	14.72	25.8	2.9	.7	2.2	7.8	7.3	7.63

					- - - - - - R E S E R V O I R - - - - -				
TIME (HR)	RAIN FALL (IN)	ACCUM. RUNOFF (IN)	BASIN DISCHGE (CFS)	ACCUM. INFLOW (AF)	VOLUME (AF)	ACCUM. OUTFLOW (AF)	INSTANT DISCHGE (CFS)	AVERAGE DISCHGE (CFS)	STAGE (FT)
60.50	15.78	15.78	5.0	3.1	.6	2.5	7.8	7.8	7.73
61.00	16.33	16.33	2.6	3.2	.4	2.8	7.8	7.8	7.54
62.00	17.07	17.07	1.6	3.4	.0	3.4	3.3	6.5	5.17
64.00	17.97	17.97	1.0	3.5	.0	3.5	1.0	1.2	4.03
68.00	19.01	19.01	.6	3.7	.0	3.7	.6	.6	3.82
72.00	19.71	19.71	.4	3.9	.0	3.9	.4	.4	3.71

SUMMARY INFORMATION

MAXIMUM STAGE WAS 7.79 FEET AT 60.25 HOURS
MAXIMUM DISCHARGE WAS 7.8 CFS AT 60.00 HOURS

1

S C S P R O G R A M

PROJECT NAME . . . . : TRION
REVIEWER . . . . . : MKV
PROJECT AREA . . . . : 2.36 ACRES
GROUND STORAGE . . . : .00 INCHES
TERMINATION DISCHARGE : 100.00 CFS
DISTRIBUTION TYPE . . : SFWMD
RETURN FREQUENCY . . : 100.00 YEARS
RAINFALL DURATION . . : 3-DAY
24-HOUR RAINFALL . . : 17.00 INCHES
REPORTING SEQUENCE . : STANDARDIZED

STAGE (FT)	STORAGE (AF)	DISCHARGE (CFS)
1.50	.00	.00
2.50	.00	.00
3.50	.00	.00
4.50	.00	1.96
5.50	.00	3.92
6.50	.00	5.88
7.50	.34	7.84
8.50	1.35	7.84
9.50	3.03	7.84

					- - - - - - R E S E R V O I R - - - - -			
TIME (HR)	RAIN FALL (IN)	ACCUM. RUNOFF (IN)	BASIN DISCHGE (CFS)	ACCUM. INFLOW (AF)	VOLUME (AF)	ACCUM. OUTFLOW (AF)	INSTANT DISCHGE (CFS)	AVERAGE DISCHGE (CFS)	STAGE (FT)
.00	.00	.00	.0	.0	.0	.0	.0	.0	1.50
4.00	.41	.41	.2	.1	.0	.1	.2	.2	3.63
8.00	.83	.83	.2	.2	.0	.2	.2	.2	3.63
12.00	1.24	1.24	.2	.2	.0	.2	.2	.2	3.63
16.00	1.65	1.65	.2	.3	.0	.3	.2	.2	3.63
20.00	2.07	2.07	.2	.4	.0	.4	.2	.2	3.63
24.00	2.48	2.48	.2	.5	.0	.5	.2	.2	3.63
28.00	3.09	3.09	.4	.6	.0	.6	.4	.4	3.68
32.00	3.69	3.69	.4	.7	.0	.7	.4	.4	3.68

36.00	4.29	4.29	.4	.8	.0	.8	.4	.4	3.68
40.00	4.90	4.90	.4	1.0	.0	1.0	.4	.4	3.68
44.00	5.50	5.50	.4	1.1	.0	1.1	.4	.4	3.68
48.00	6.10	6.10	.4	1.2	.0	1.2	.4	.4	3.68
52.00	6.87	6.87	.6	1.4	.0	1.4	.6	.4	3.79
56.00	8.43	8.43	1.2	1.7	.0	1.7	1.2	.9	4.12
58.00	9.72	9.72	1.8	1.9	.0	1.9	1.8	1.5	4.41
59.00	10.68	10.68	2.6	2.1	.0	2.1	2.6	2.2	4.82
59.50	11.53	11.53	4.0	2.3	.0	2.3	4.0	3.7	5.56
59.75	14.08	14.08	24.3	2.8	.4	2.4	6.9	5.5	7.03
60.00	17.25	17.25	30.3	3.4	.9	2.5	7.8	7.4	7.75

					- - - - - - R E S E R V O I R - - - - -				
TIME (HR)	RAIN FALL (IN)	ACCUM. RUNOFF (IN)	BASIN DISCHGE (CFS)	ACCUM. INFLOW (AF)	VOLUME (AF)	ACCUM. OUTFLOW (AF)	INSTANT DISCHGE (CFS)	AVERAGE DISCHGE (CFS)	STAGE (FT)
60.50	18.50	18.50	5.9	3.6	.8	2.8	7.8	7.8	7.92
61.00	19.14	19.14	3.1	3.8	.6	3.2	7.8	7.8	7.75
62.00	20.01	20.01	1.9	3.9	.2	3.7	6.7	7.6	6.94
64.00	21.06	21.06	1.2	4.1	.0	4.1	1.2	2.2	4.12
68.00	22.29	22.29	.7	4.4	.0	4.4	.7	.7	3.87
72.00	23.10	23.10	.5	4.5	.0	4.5	.5	.5	3.75

SUMMARY INFORMATION

MAXIMUM STAGE WAS 7.96 FEET AT 60.25 HOURS
MAXIMUM DISCHARGE WAS 7.8 CFS AT 60.00 HOURS

Erin Santiago
Arborist FL-5705A
LAIF Inspector #2018-0214
The Santiago Group LLC
thesantiagogroupllc@gmail.com
(954) 947-1087

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REC
FEB 0
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January 31, 2020

ISA Certified Arborist Report

The following is an arborist report for the property located at the Northeast corner of Dania Beach Boulevard (A1A) & Federal Highway (US1) in Dania Beach, FL. The purpose of this report is to evaluate the condition of the trees including any tree within 25 feet of the property line.

This report is not a risk assessment on a Level 1, 2 or 3 as described by the Levels and Scope of Tree Risk Assessment from the ANSI A300 Part 9: Tree, shrub, and Other Woody Plant Management – Standard Practices. The Santiago Group LLC cannot be held liable for damage to the tree or damage caused by the tree.

Methods

An on-site visual inspection at ground level was made on January 18, 2020 to observe the trees. The size of each tree was measured as diameter at breast height (DBH), breast height being 4.5 feet above ground utilizing diameter measure tape. Canopy diameter was estimated with a measuring wheel. Tree height was estimated. DBH and canopy diameter were estimated where access was limited.

The condition rating of the tree was calculated by rating its various attributes. The rating formula accounts for the health of the small branches, twigs, and foliage and/or buds, and rating both the health and structure of the roots, trunk, and scaffold branches. The tree ratings of the component attributes were tallied and then divided by total possible points to obtain an overall condition rating. The methodology to calculate a tree condition percentage rating is generally adopted from the Guide for Plant Appraisal 9th Edition by ISA and the Council of Tree & Landscape Appraisers. Landscape and Tree Disposition Plans take precedence over this report's description of tree locations.

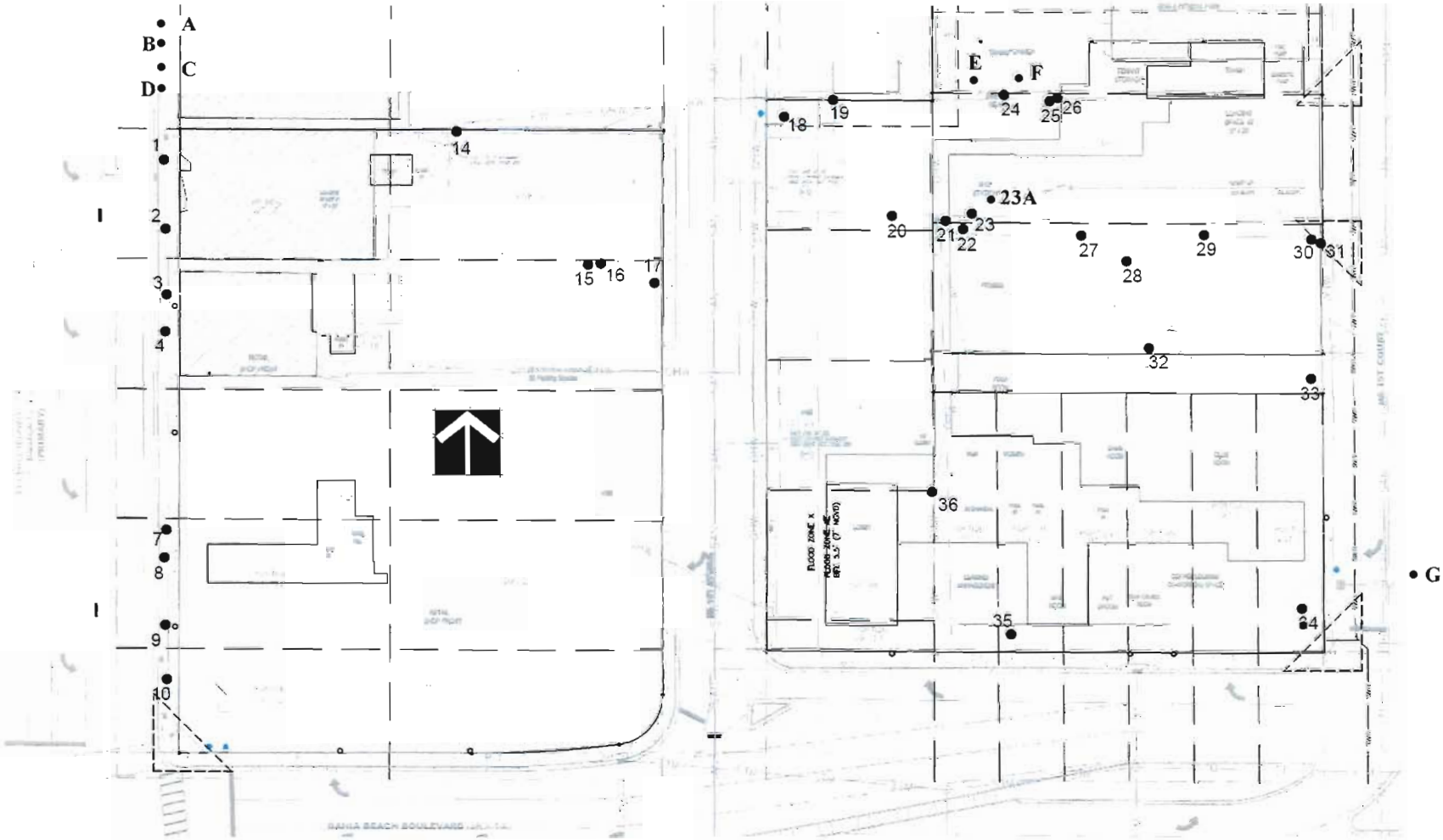
Appendixes

See Appendix A for Tree Locations, Appendix B for Tree Inventory and Replacement Values, Appendix B for Photographs, and Appendix C for Tree Protection Details.

Respectfully submitted,

Erin Santiago
ISA Certified Arborist FL-5705A | LIAF Inspector #2018-0214

Appendix A: Tree Locations



Note: Not to Scale • Tree locations approximate • Tree Disposition Plan locations take precedence

Appendix B: Tree Inventory and Appraisal Values

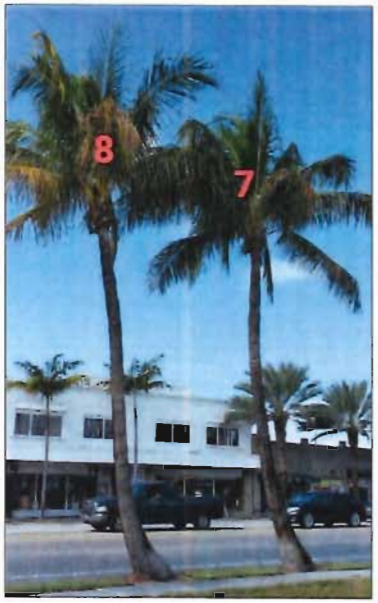
Tree #	Botanical Name	Common Name	DBH (inches)	Height (feet)	Canopy Diameter (feet)	Condition		Specimen	Note*	Market Value for Replacement	Replacement Size	2.7 factor	Size Factor	Condition Factor	Location Factor	Appraised Value
1	*Cocos nucifera*	Coconut Palm	10	19CT 26OA	20	0.75	Good	N	Cat II Invasive							
2	*Cocos nucifera*	Coconut Palm	10	19CT 26OA	20	0.75	Good	N	Cat II Invasive							
3	*Phoenix sylvestris*	Wild Date Palm	16	17CT 26OA	20	0.75	Fair	Y		$ 400	4-6CT Field Grown	$ 1,080	4	0.75	3	$ 9,720
4	*Phoenix sylvestris*	Wild Date Palm	16	19CT 28OA	20	0.75	Fair	Y		$ 400	4-6CT Field Grown	$ 1,080	4	0.75	3	$ 9,720
7	*Cocos nucifera*	Coconut Palm	14	22CT 33OA	20	0.75	Fair	N	Cat II Invasive							
8	*Cocos nucifera*	Coconut Palm	13	22CT 33OA	20	0.75	Fair	N	Cat II Invasive							
9	*Phoenix sylvestris*	Wild Date Palm	16	17CT 26OA	20	0.75	Fair	Y		$ 400	4-6CT Field Grown	$ 1,080	4	0.75	3	$ 9,720
10	*Phoenix sylvestris*	Wild Date Palm	15	19CT 26OA	22	0.75	Fair	Y		$ 400	4-6CT Field Grown	$ 1,080	4	0.75	3	$ 9,720
14	*Cupaniopsis anacardiodes*	Carrotwood	8	15	15	0	Poor	N	Cat I Invasive							
15	*Quercus virginiana*	Live Oak	6	12	8	0.3	Poor	N	part of tree 16							
16	*Quercus virginiana*	Live Oak	6	12	8	0.3	Poor	N	part of tree 15							
17	*Bischofia javanica*	Bischofia	16	20	20	0.4	Poor	N	Cat I Invasive							
18	*Leucaena leucocephala*	Lead Tree	10	20	15	0.4	Poor	N	Cat II Invasive							
19	*Leucaena leucocephala*	Lead Tree	14	25S	20	0.3	Poor	N	Cat II Invasive							
20	*Leucaena leucocephala*	Lead Tree	4	10	12	0.5	Poor	N	Cat II Invasive							
21	*Sabal palmetto*	Sabal Palm	10	15CT 19OA	10	0.7	Fair	N	Remove Strangler							
22	*Phoenix roebelenii*	Robellini (double)	6	9CT 12OA	8	0.75	Fair	N								
23	*Leucaena leucocephala*	Lead Tree	14	20	30	0.5	Poor	N	Cat II Invasive							
23A	*Bursera simaruba*	Gumbo Limbo	4	19	10	0.4	Poor	N								
24	*Terminalia catappa*	Tropical Almond	8	14	17	0.5	Poor	N	Cat II Invasive							
25	*Quercus virginiana*	Live Oak	7	18	15	0.5	Poor	N								
26	*Leucaena leucocephala*	Lead Tree	12	28	25	0.4	Poor	N	Cat II Invasive							
27	*Phoenix roebelenii*	Robellini (double)	6	7CT 10OA	14	0.6	Fair	N								
28	*Phoenix roebelenii*	Robellini	3	6CT 9OA	8	0.6	Fair	N								
29	*Phoenix roebelenii*	Robellini (double)	5	9CT 13OA	10	0.5	Poor	N								
30	*Phoenix roebelenii*	Robellini (double)	5	5CT 9OA	10	0.3	Poor	N	Remove Strangler							
31	*Cupaniopsis anacardiodes*	Carrotwood	3	12	12	0.5	Poor	N	Cat I Invasive							
32	*Phoenix roebelenii*	Robellini (double)	5	5CT 9OA	12	0.6	Fair	N								
33	*Phoenix roebelenii*	Robellini	3	5CT 9OA	10	0.6	Fair	N								
34	*Phoenix roebelenii*	Robellini (triple)	9	8CT 9OA	14	0.6	Fair	N	Remove Strangler							
35	*Phoenix roebelenii*	Robellini	3	8CT 9OA	6	0.75	Good	N								
36	*Casuarina equisetifolia*	Australian Pine	16	29	25	0.6	Fair	N	Cat I Invasive							

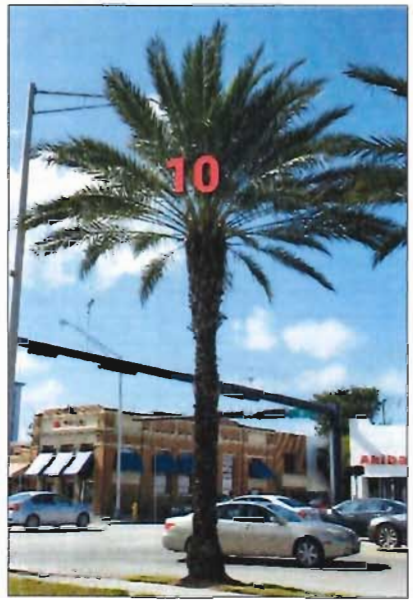
*Florida Exotic Pest Plant Council FLEPPC List of Invasive Species 2019

Off Property Trees

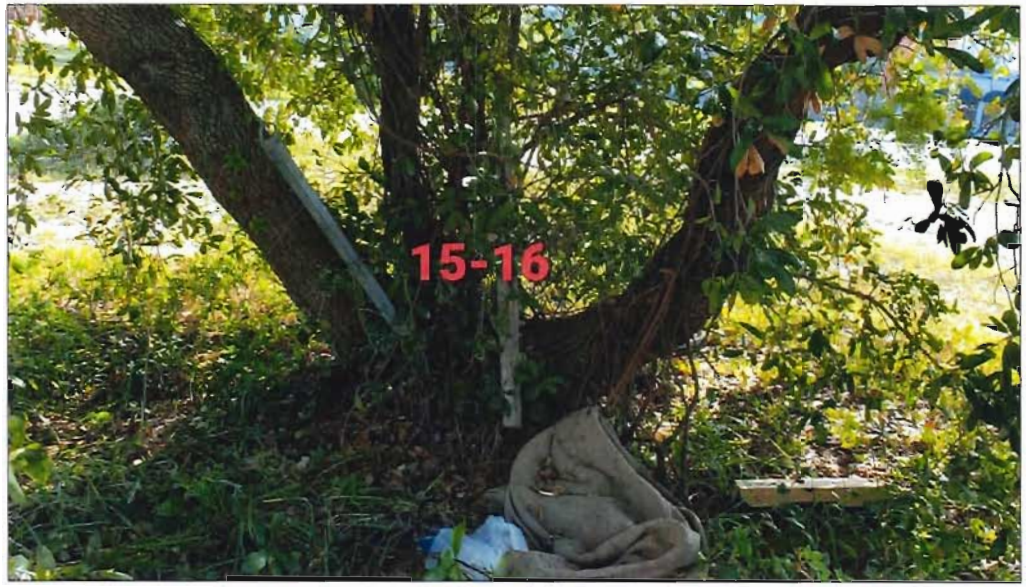
A	*Cocos nucifera*	Coconut Palm	15	22CT 30OA	25	0.75	Fair	n/a	Cat II Invasive							
B	*Cocos nucifera*	Coconut Palm	15	22CT 30OA	25	0.75	Fair	n/a	Cat II Invasive							
C	*Veitchia arecina*	Montgomery Palm	7	19CT 24OA	11	0.8	Good	n/a								
D	*Veitchia arecina*	Montgomery Palm	8	21CT 27OA	11	0.7	Fair	n/a								
E	*Cupaniopsis anacardiodes*	Carrotwood	5	16	18	0.7	Fair	n/a	Cat I Invasive							
F	*Cupaniopsis anacardiodes*	Carrotwood	5	10	10	0.7	Fair	n/a	Cat I Invasive							
G	*Terminalia catappa*	Tropical Almond	20	25	25	0.6	Fair	n/a	Cat II Invasive							

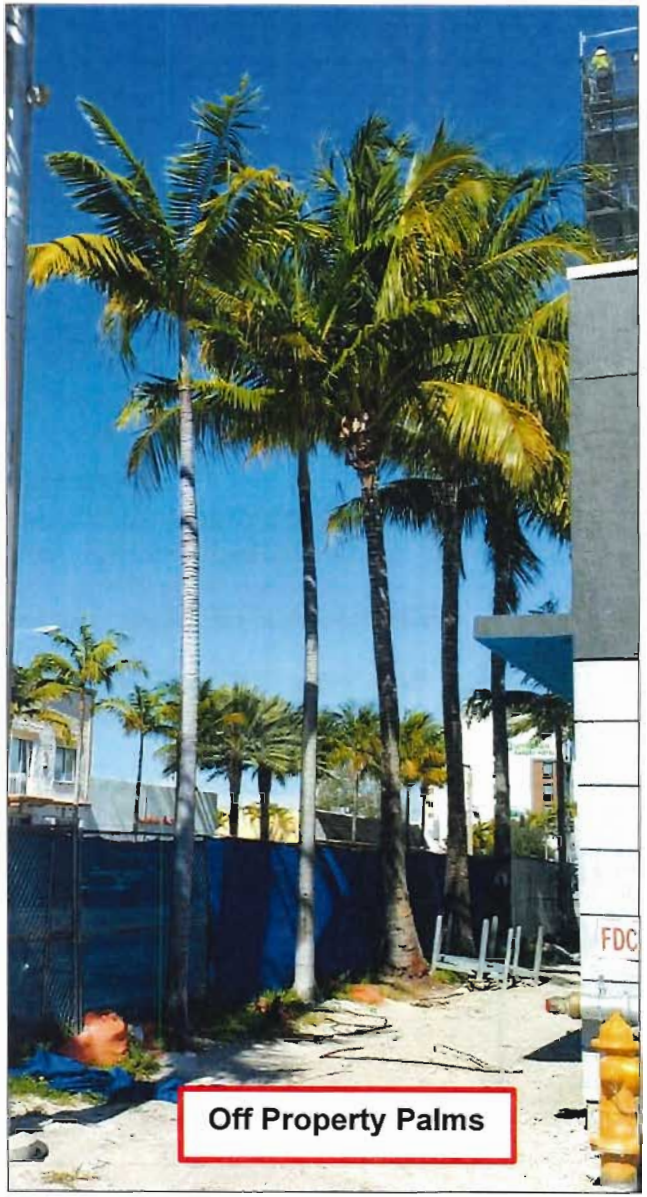
Appendix C: Photographs

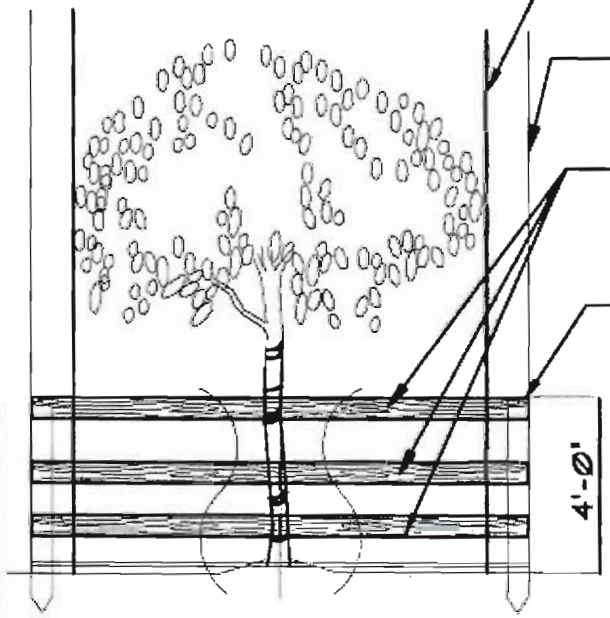




Appendix C: Photographs







BARRIER TO FORM A CONTINUOUS CIRCLE AROUND THE TREE OR GROUP OF TREES.

DRIP LINE

FENCE TO EXTEND TO THE EDGE OF THE DRIPLINE OR MORE WHERE POSSIBLE.

THREE ROWS OF SPLIT RAIL FENCING (2" X 4") TO BE PLACED AROUND ALL EXISTING TREES TO REMAIN.

WOODEN STAKES (2" X 4" X 5' MIN.) ON 5' CENTERS - TO SUPPORT SPLIT RAIL FENCING.

CONTRACTOR TO INSTALL PROTECTIVE FENCE BARRIER AROUND ALL EXISTING TREES TO REMAIN- AT THE START OF THE PROJECT- FENCE TO REMAIN IN PLACE THROUGHOUT THE DURATION OF THE PROJECT.

CONTRACTOR SHALL TAKE EXTRA CARE DURING EARTHWORK AND UTILITY OPERATIONS TO PROTECT ALL EXISTING TREES - AND SHALL BE RESPONSIBLE TO REPLACE ANY TREES DAMAGED DURING CONSTRUCTION.

TREE PROTECTION DETAIL

N.T.S.

FILE COPY

RECEIVED
FEB 06 2020
BY:

BROWARD SHERIFF'S OFFICE
DEPARTMENT OF FIRE RESCUE AND EMERGENCY SERVICES
FIRE MARSHAL'S BUREAU
DANIA BEACH DISTRICT
103 West Dania Beach Boulevard
Dania Beach, FL 33004
Phone: (954) 342-4262
Fax: (954) 342-4265

APPLICATION FOR APPROVAL OF THE FIRE PROTECTION WATER SUPPLY DESIGN

Date of Application: 02-05-2020

Site Plan Application #: SP-003-15-MOD2

Name of Project/Development: TRION at Dania Beach

Address of Project/Development: 4 North Federal Highway

Owner/Agent: The Estate Companies

Design Professional of Record: Chad E. Edwards, P.E.

Water Purveyor: City of Dania Beach

Water Purveyor Address: City of Dania Beach

In order for the Broward Sheriff's Office, Department of Fire Rescue, Fire Marshal's Bureau to provide an approval letter for the adequacy of the fire protection water supply design for the above referenced project, the following information must be provided:

Affirmation of Compliance with Fire Protection Water Supply Design Requirements:

1. The Type of Construction" is Type IB-Sprinklered 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 1:18.4 [FFPC 6th Ed.] and the Broward County Land Development Code, and the water supply necessary for fire sprinkler and standpipe operations (*if provided*) 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: 2/5/20

Signature – Design Professional of Record: _____ Date: 02-05-2020

February 5, 2020

Department of Fire Rescue and Emergency Services
Fire Marshal's Bureau – Dania Beach District
103 West Dania Beach Boulevard
Dania Beach, Florida 33304

CRAVEN THOMPSON
& ASSOCIATES INC.
Engineers
Planners
Surveyors
Landscape Architects

RE: TRION AT DANIA BEACH
DEPARTMENT OF FIRE RESCUE AND EMERGENCY SERVICES
FIRE MARSHAL'S BUREAU DANIA BEACH DISTRICT
STATEMENT OF VERIFICATION
CTA PROJECT NO. 05-0136-006-01

To Whom It May Concern:

At this point in time, the Trion Site at Dania Beach is anticipated to be about 527,379 SF. The proposed building is serviced by a 12" water main installed by the City of Dania Beach. Based on the preliminary information provided by the architect, it is our understanding that the facility will be in compliance with the required water main sizing, fire hydrant spacing, and fire hydrant locations. The buildings are anticipated to be Type IB Sprinklered.

If you have any questions, please do not hesitate to contact me at (954) 739-6400 or by email at cedwards@craventhompson.com.

Sincerely,

CRAVEN THOMPSON & ASSOCIATES, INC.

CHAD EVERETT EDWARDS
LICENSE
No. 59306
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

CHAD E. EDWARDS, P.E.
Senior Supervising Engineer
Florida Registration No. 59306

CEE/tg

3563 N.W. 53rd Street
Fort Lauderdale, FL 33309-6311
(954)739-6400
Fax (954) 739-6409

February 5, 2020

City of Dania Beach
Fire Department
100 West Dania Beach Boulevard
Dania Beach, Florida 33004-3643

RE: TRION AT DANIA BEACH
FIRE FLOW CALCULATION AND SUMMARY
CTA PROJECT NO. 05-0136-006-01

CRAVEN THOMPSON
& ASSOCIATES INC.

Engineers
Planners
Surveyors
Landscape Architects

Dear Mr. Brown:

The proposed buildings consist of Type IB Sprinklered construction with the building equaling a square footage of approximately 527,379 SF, which per NFPA TABLE 18.4.5.1.2 "Minimum Required Fire Flow and Flow Duration for Buildings" requires a fire flow of 6,000 gpm. Per 18.4.5.2.1, a reduction in required fire flow of 75 percent shall be permitted when the building is protected throughout by an approved automatic sprinkler system. The resulting fire flow shall not be less than 1,000 gpm (3785 L/min). Since our buildings will have an approved automatic sprinkler system, the 6,000 gpm requirement is reduced to 1,500 gpm. Per the attached fire flow test conducted at the site, the existing system is capable of supplying this requirement.

If you have any questions, please do not hesitate to contact me at (954) 739-6400 or by email at cedwards@craventhompson.com.

Sincerely,

CRAVEN THOMPSON & ASSOCIATES, INC.

CHAD EVERETT EDWARDS
LICENSE
No 59306
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

CHAD E. EDWARDS, P.E.
Senior Supervising Engineer
Florida Registration No. 59306

CEE/tg

3563 N.W. 53rd Street
Fort Lauderdale, FL 33309-6311
(954)739-6400
Fax (954) 739-6409

19.1.6.2 The AHJ shall be responsible for designating the areas that require hazardous location electrical classifications and shall classify the areas in accordance with the classification system set forth in NFPA 70.

19.1.7 No Smoking.

19.1.7.1 No smoking or open flame shall be permitted in any area where combustible fibers are handled or stored or within 50 ft (15 m) of any uncovered pile of such fibers.

19.1.7.2 "No Smoking" signs shall be posted.

Table 18.4.5.1.2 Minimum Required Fire Flow and Flow Duration for Buildings

Fire Flow Area ft² (× 0.0929 for m²)					Fire Flow gpm† (× 3.785 for L/min)	Flow Duration (hours)
I(443), I(332), II(222)*	II(111), III(211)*	IV(2HH), V(111)*	II(000), III(200)*	V(000)*		
0–22,700	0–12,700	0–8200	0–5900	0–3600	1500	2
22,701–30,200	12,701–17,000	8201–10,900	5901–7900	3601–4800	1750	
30,201–38,700	17,001–21,800	10,901–12,900	7901–9800	4801–6200	2000	
38,701–48,300	21,801–24,200	12,901–17,400	9801–12,600	6201–7700	2250	
48,301–59,000	24,201–33,200	17,401–21,300	12,601–15,400	7701–9400	2500	
59,001–70,900	33,201–39,700	21,301–25,500	15,401–18,400	9401–11,300	2750	
70,901–83,700	39,701–47,100	25,501–30,100	18,401–21,800	11,301–13,400	3000	3
83,701–97,700	47,101–54,900	30,101–35,200	21,801–25,900	13,401–15,600	3250	
97,701–112,700	54,901–63,400	35,201–40,600	25,901–29,300	15,601–18,000	3500	
112,701–128,700	63,401–72,400	40,601–46,400	29,301–33,500	18,001–20,600	3750	
128,701–145,900	72,401–82,100	46,401–52,500	33,501–37,900	20,601–23,300	4000	4
145,901–164,200	82,101–92,400	52,501–59,100	37,901–42,700	23,301–26,300	4250	
164,201–183,400	92,401–103,100	59,101–66,000	42,701–47,700	26,301–29,300	4500	
183,401–203,700	103,101–114,600	66,001–73,300	47,701–53,000	29,301–32,600	4750	
203,701–225,200	114,601–126,700	73,301–81,100	53,001–58,600	32,601–36,000	5000	
225,201–247,700	126,701–139,400	81,101–89,200	58,601–65,400	36,001–39,600	5250	
247,701–271,200	139,401–152,600	89,201–97,700	65,401–70,600	39,601–43,400	5500	
271,201–295,900	152,601–166,500	97,701–106,500	70,601–77,000	43,401–47,400	5750	
Greater than 295,900	Greater than 166,500	106,501–115,800	77,001–83,700	47,401–51,500	6000	
		115,801–125,500	83,701–90,600	51,501–55,700	6250	
		125,501–135,500	90,601–97,900	55,701–60,200	6500	
		135,501–145,800	97,901–106,800	60,201–64,800	6750	
		145,801–156,700	106,801–113,200	64,801–69,600	7000	
		156,701–167,900	113,201–121,300	69,601–74,600	7250	
		167,901–179,400	121,301–129,600	74,601–79,800	7500	
		179,401–191,400	129,601–138,300	79,801–85,100	7750	
		Greater than 191,400	Greater than 138,300	Greater than 85,100	8000	

*Types of construction are based on NFPA 220.

†Measured at 20 psi (139.9 kPa).

19.1.8 Vehicles or Conveyances Used to Transport Combustible Waste or Refuse.

19.1.8.1 Vehicles or conveyances used to transport combustible waste or refuse over public thoroughfares shall have all cargo space covered and maintained tight enough to ensure against ignition from external fire sources and the scattering of burning and combustible debris that can come in contact with ignition sources.

19.1.8.2 Transporting burning waste or refuse shall be prohibited.

19.1.8.3 Trucks or automobiles, other than mechanical handling equipment and approved industrial trucks as listed in NFPA 505, *Fire Safety Standard for Powered Industrial Trucks Including Type Designations, Areas of Use, Conversions, Maintenance, and Operations*, shall not enter any fiber storage room or building but shall be permitted to be used at loading platforms.

19.2 Combustible Waste and Refuse.

19.2.1 Rubbish Containers.

19.2.1.1 General. Rubbish containers kept outside of rooms or vaults shall not exceed 40.5 ft³ (1.15 m³) capacity.

19.2.1.1.1 Containers exceeding a capacity of 5⅓ ft³ [40 gal (0.15 m³)] shall be provided with lids.

A.3.3.2 Flame Spread Index. Under the criteria of ASTM E 84, *Standard Test Method for Surface Burning Characteristics of Building Materials,* and ANSI/UL 723, *Standard for Test for Surface Burning Characteristics of Building Materials* the flame spread index is expressed numerically on a scale for which the zero point is fixed by the performance of inorganic-reinforced cement board and the 100 point (approximately) is fixed by the performance of untreated red oak flooring.

A.4.1.1 The system of designating types of construction also includes a specific breakdown of the types of construction through the use of arabic numbers. These arabic numbers follow the roman numeral notation where identifying a type of construction [eg., Type I(442), Type II(111), Type III(200)] and indicate the fire resistance rating requirements for certain structural elements as follows:

(1) First arabic number — exterior bearing walls
(2) Second arabic number — columns, beams, girders, trusses and arches, supporting bearing walls, columns, or loads from more than one floor
(3) Third arabic number — floor construction

Table A.4.1.1 provides a comparison of similar types of construction for various model building codes. [5000: A.7.2.1.1]

Annex A.4.1.5.1 and A.4.1.5.1(1) were added by a tentative interim agreement (TIA). See page 1.

A.4.1.5.1 The provisions of 4.1.5.1 do not require inherently noncombustible materials to be tested in order to be classified as noncombustible materials. [5000: A.7.1.4.1]

A.4.1.5.1(1) Examples of such materials include steel, concrete, masonry, and glass. [5000: A.7.1.4.1.1(1)]

Annex B Informational References

B.1 Referenced Publications. The documents or portions thereof listed in this annex are referenced within the informational sections of this standard and are not part of the requirements of this document unless also listed in Chapter 2 for other reasons.

B.1.1 NFPA Publications. National Fire Protection Association, 1 Batterymarch Park, Quincy, MA 02169-7471.

NFPA 80, *Standard for Fire Doors and Other Opening Protectives,* 2010 edition.

NFPA 90A, *Standard for the Installation of Air-Conditioning and Ventilating Systems,* 2012 edition.

NFPA 221, *Standard for High Challenge Fire Walls, Fire Walls, and Fire Barrier Walls,* 2012 edition.

B.1.2 Other Publications.

B.1.2.1 ASTM Publications. ASTM International, 100 Barr Harbor Drive, P.O. Box C700, West Conshohocken, PA 19428-2959.

ASTM E 84, *Standard Test Method of Surface Burning Characteristics of Building Materials,* 2004.

ASTM E 119, *Standard Test Methods for Fire Tests of Building Construction and Materials,* 2000a.

B.1.2.2 UL Publications. Underwriters Laboratories Inc., 333 Pfingsten Road, Northbrook, IL 60062-2096.

ANSI/UL 263, *Standard for Fire Tests of Building Construction and Materials,* 2003, Revised 2007.

ANSI/UL 723, *Standard for Test for Surface Burning Characteristics of Building Materials,* 2008, Revised 2010.

B.2 Informational References. (Reserved)

B.3 References for Extracts in Informational Sections.

NFPA 5000®, Building Construction and Safety Code®, 2012 edition.

Table A.4.1.1 Cross-Reference of Building Construction Types

NFPA 5000	I(442)	I(332)	II(222)	II(111)	II(000)	III(211)	III(200)	IV(2HH)	V(111)	V(000)
UBC	—	I FR	II FR	II 1 hr	II N	III 1 hr	III N	IV HT	V 1 hr	V N
B/NBC	1A	1B	2A	2B	2C	3A	3B	4	5A	5B
SBC	I	II	—	IV 1 hr	IV UNP	V 1 hr	V UNP	III	VI 1 hr	VI UNP
IBC	—	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB

UBC: *Uniform Building Code.*
FR: Fire rated.
N: Nonsprinklered.
HT: Heavy timber.
B/NBC: *National Building Code.*
SBC: *Standard Building Code.*
IBC: *International Building Code.*
UNP: Unprotected.
[5000: Table A.7.2.1.1]

Fire Hydrant Inspection Report

241 NW 18th Ave Delray Beach, FL 33444 O 561-274-1032 F 561-279-1044 info@linetecinc.com

Craven Thompson & Associates

Audit Date: 3/16/2017 Hyd #: Line Tec ID: 93 Inspected By Scott

Address: Street Name: NE 1st Ave and E Dania Beach Blvd

Cross Street: City: Dania Beach

Location: NE corner of NE 1st Ave and E Dania Beach Blvd

Manufacturer Dresser Model: 300 Hyd Year: 1967 Pumper Height: 19"

Hyd Type: Trafficq Main Valve Size: 4-1/2" Static/Pressure: 47 GPM: 1069

Existing Road Marker: No Installed Road Marker: No Installed New Hyd Tag: No

Hyd Needs to be Painted: Yes Painted: No Pumper Nozzle Sizes: 4.5 2.5 2.5

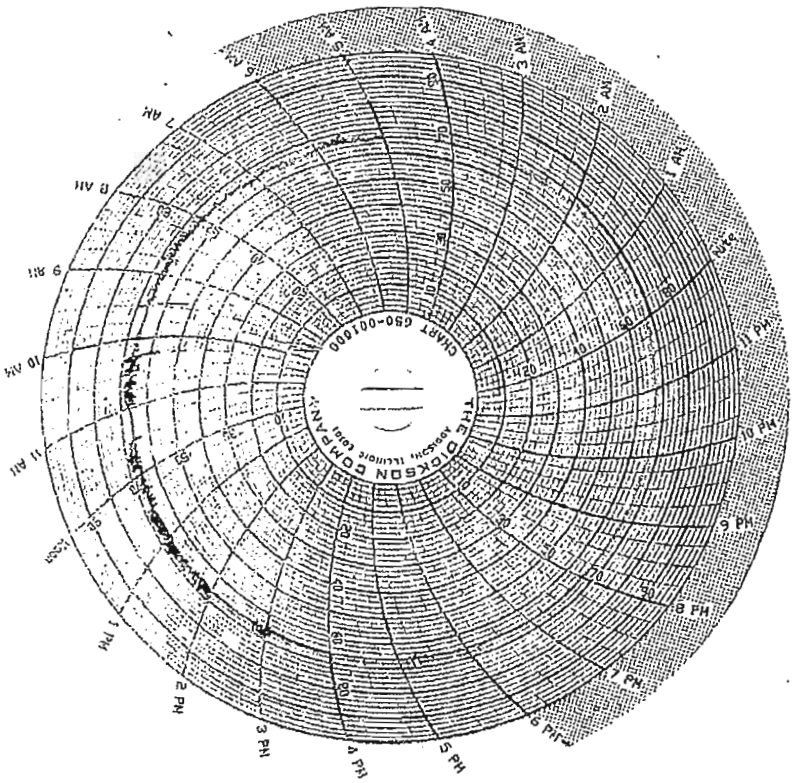
Operating Nut: Pentagon Existing ISO Valve: No IOS Valve Direction:

Feet Away: Turns To Close: ISO Valve Size:

ISO Valve Remarks: Unable to locate hydrant Iso valve.

Hydrant Out Of Service: Yes Hyd Residual: 46

Comments: Hydrant Residual was taken for hydrant at 205 E Dania Beach Blvd 46 psi. Note: Hydrant broke in the open position and is out-of-service. Also 2-1/2" hydrant cap was missing prior to hydrant testing.



Test completed
3/16/17 @ 9:00 - 3/17/17 @ 9:15
Address
Dania Beach Blvd & NE 1 Avenue
NE Corner
Hydrant

LINETEC
Professional Underground Utility Contractor

Estimate

Date	Estimate #
2/23/2017	7256

241 NW 18th Avenue | Delray Beach, Fl 33444 | Ph: 561.279.1032 | Fax: 561.279.1044 | www.linetecinc.com

Name / Address			
Craven Thompson & Associates 3563 NW 53rd Street Fort Lauderdale, Fl 33309 Don	Terms	P.O. No.	Project
	Due on rece...		TRU Fire Flow Test

Description	Cost	Qty	Total
This estimate is for a fire flow test on one hydrants located at the intersection of Federal Highway and Dania Beach Blvd in the City of Dania. Work will involve installation of flow gauge on hydrant and record flow/pressure and record pressure of the hydrants. Then the installation of a 24 hr pressure recorder on the hydrant. All information shall be documented on a hydrant flow report for your records.			
Cost for Fire Hydrant Flow test with 24hr pressure recorder per hydrant	450.00	1	450.00
This estimate covers all labor, equipment, materials and restoration costs to complete this project.	0.00%		0.00

Signature _____

Total $450.00

PAYMENT DATE
03/02/2017

COLLECTION STATION
City Hall Window 2

RECEIVED FROM
Scott Ellsworth/ Don Shaver

DESCRIPTION
Tru Hotel By Hilton NE 1st Ave and Dania Beach Blvd (Northeast corner)

City of Dania Beach
100 W. Dania Beach Blvd.
Dania Beach, FL 33004

BATCH NO.
2017-06000449

RECEIPT NO.
2017-00021790

CASHIER
fincashier2

PAYMENT CODE	RECEIPT DESCRIPTION	TRANSACTION AMOUNT
HFT	Hydrant Flow Test Tru Hotel By Hilton- Fire Flow	$100.00

Payments:

Type	Detail	Amount
Check	22509	$100.00

Total Amount: **$100.00**

Customer Copy

Broward Sheriff's Office
Department of Fire Rescue & Emergency Services
Fire Prevention Bureau
Dania Beach District
103 West Dania Beach Blvd. • Dania Beach, Florida 33004
Office: (954)342-4262 Fax: (954)342-4265

FLOW TEST MEMO/EMAIL

To: Scott Ellsworth- 561-279-1032/ scott@linetechinc.com
For property: Tru Hotel by Hilton
NE 1 Avenue and Dania Beach Blvd. (northeast corner)

From: Lisa Muggeo
Administrative Specialist II

Cc: BC Sean Brown
Lt. Dan Suarez

Date: March 1, 2017

Subject: **HYDRANT FLOW PRESSURE TEST**
Confirming this appointment for **date** at **[ ] 9:00 a.m. or [ ]1:30 p.m.**, for **;Permit No. [if issued]**.

This is your sample memo for two qualified persons, either engineer or sprinkler professional, to perform a Hydrant Flow Test at the following location* in Dania Beach, FL.

Tru Hotel by Hilton- NE 1 Avenue and Dania Beach Blvd.

A Dania Beach District fire inspector will be present to witness the test. **(a)** Flow test specifications **calculation results** will be submitted to Dania Beach District, Fire Marshal's Office for review-approval. **(b)** The **$100 fee must be "paid in advance"** to the City Cashier, (954) 924-6800 #3661, payable to the **"City of Dania Beach"** and a **copy of the paid receipt provided to our office**. Once that has been provided to our office, we will send you another memo with the scheduled date and time.

NOTE: **(c)** Broward County 2005 Amendments F-22.1(g) requirement–to monitor, document, and provide flow results of static pressure for a **24-hour period one day prior to flow test appointment above** by the same company or their designated agent. *...Thank you for your cooperation.*

*City hydrants are typically located east of I-95; hydrants to the west are under the control of Broward County Water and Wastewater Operations Div., Pompano Bch. (954) 831-3250 Customer Service. (954) 831-0717 Jim Sprague 7:30am-3:30pm

Hydrant Flow Test Calculator: Calculate Rated Capacity at 20 PSI

The Fire Flow Test Caclulator measures the rated capacity at 20 psi of a fire hydrant. The rated capacity calculation is useful in determining the total water supply at a given point in the hydrant or water main. The calculation offers more useful information than the test flow by itself and is used by insurance underwriters. For more information see NFPA 291, AWWA M-17, or our webpage on Fire Flow Testing.

Total Test Flow-rate (GPM)

1069

Static Pressure (psi)

47

Residual Pressure (psi)

46

Calculate

GPM at 20 psi: 6337.4

Class: AA

Marking color: Light Blue

WATER FLOW TEST REPORT

HYDRANT # & LOCATION: Dania Beach Blvd. & NE 1st Avenue DATE: 3/16/2017

TEST BY: CTA Day or Week: Thurs-Fri TIME OF DAY: 9:00-9:15 MIN. OF FLOW 1455

WATER SUPPLIED BY: Municipal

PURPOSE OF TEST: Fire Flow

DATA

FLOW HYDRANT(S)	A1	A2	A3
SIZE OPENING:	2.5		
COEFFICIENT:	0.9		
PITOT READING:	16		
GPM:	**670**	0	0

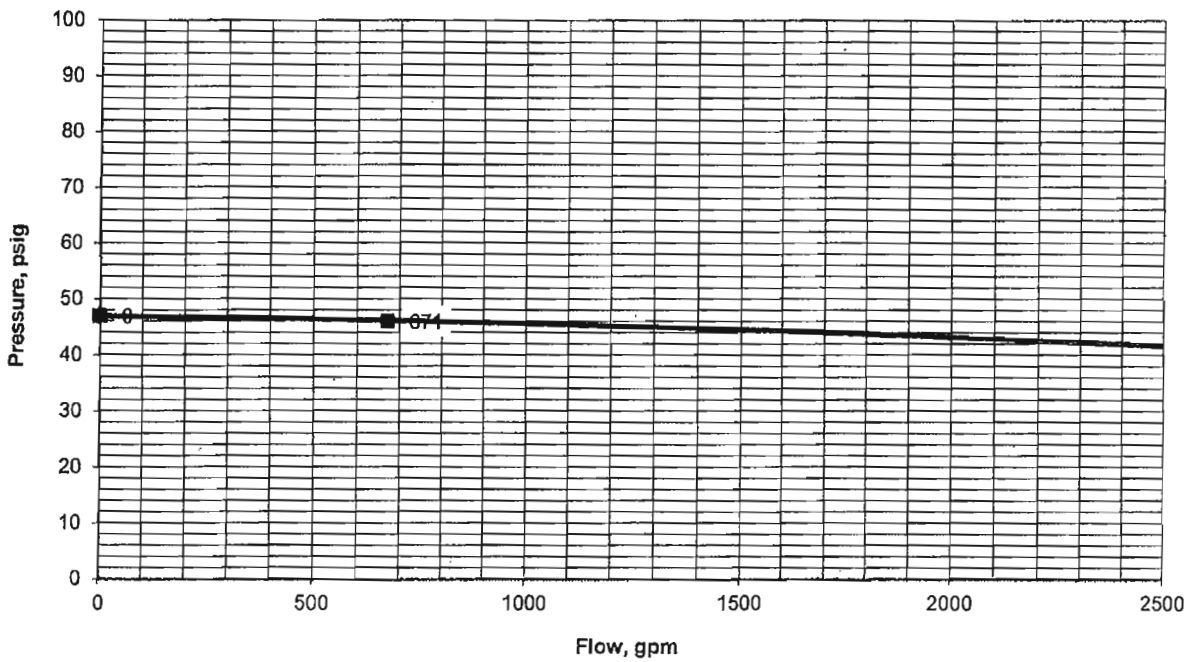
TOTAL FLOW DURING TEST: **1069** GPM

STATIC READING: 47 PSI RESIDUAL: 46 PSI

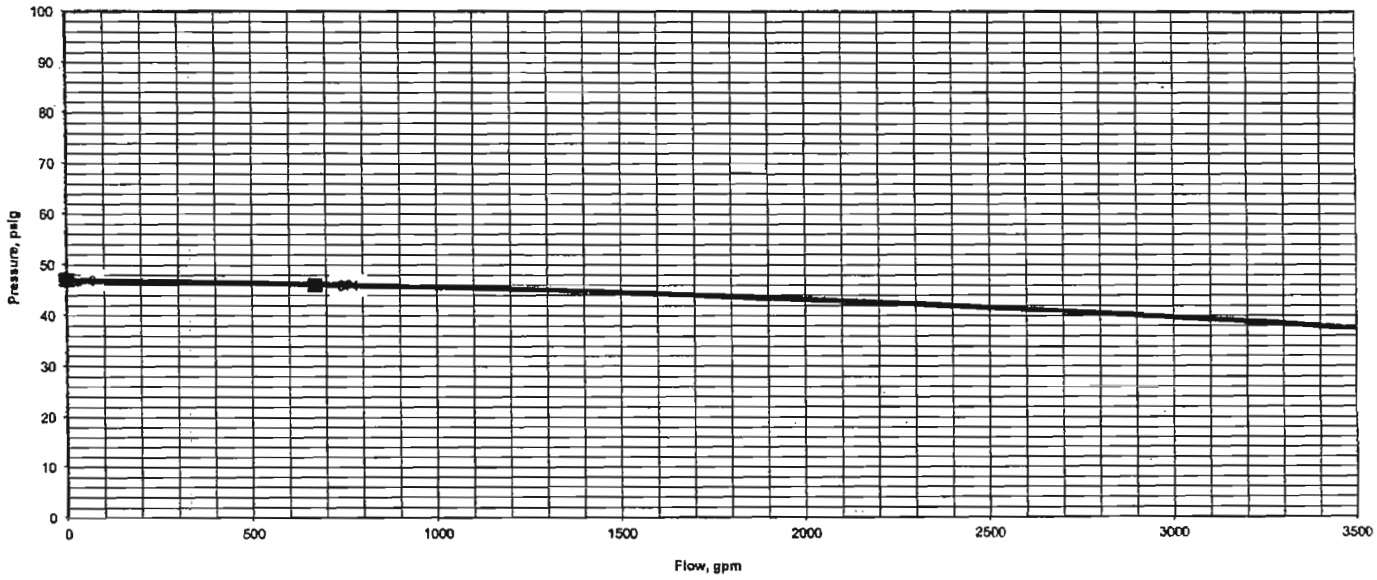
RESULTS: AT 20 PSI RESIDUAL **6337** GPM AT 0 PSI **8549** GPM

ESTIMATED CONSUMPTION: **1555395** GAL.

REMARKS:



WATER FLOW TEST CHART



ECSG
ENERGY COST
SOLUTIONS GROUP, LLC

FILE COPY

RECEIVED
FEB 06 2020
BY:

To whom it may concern: February 5, 2030

City of Dania Beach, Building Department

Re: Trion at Dania Beach

Located: Dania Beach Blvd. and North Federal Hwy.

This letter, regarding the project mentioned above, is intended to demonstrate compliance with the City of Dania Beach, sustainability requirements.

After reviewing the Trion at Dania Beach drawings and holding meetings with the owners, designers and contractors it is my opinion that the project is on track, registered with the Home Innovation Research Lab and is in good standing to achieve a Silver level certification under the National Green Building Standard (N.G.B.S.) green building program. The N.G.B.S. rating system is designed and intended to be used by designers, builders and developers to improve the efficiency of buildings while reducing environmental impacts associated with real estate projects and promoting healthy indoor environments.

Please feel free to contact me directly with any questions, comments or concerns. Best regards,

Jason Biondi LEED AP
Owner / Managing Director
Energy Cost Solutions Group
(786) 897-7783
jbiondi@ecsgllc.com

Addendum "A" below includes project registration information and strategy for certification.

Home Innovation
NGBS GREEN VERIFIER™

THIS CERTIFICATE SIGN

JASON BIONDI
ENERGY COST SOLUTIONS GROUP
3250 MARY STREET, SUITE [illegible]
MIAMI, FL 33133

IS AN

ACCREDITED VERIFIER

AUTHORIZED TO CONDUCT THIRD-PARTY VERIFICATION INSPECTIONS
ON BEHALF OF HOME INNOVATION RESEARCH LABS FOR

NGBS GREEN CERTIFICATION

[illegible]	7/17/2012	7/17/2014

Dear: Jason Biondi,

You have successfully registered the project below for certification to the ICC 700 National Green Building Standard.

Your Project ID: **378SQT**

Builders can find more information about the NGBS Green certification process at: www.HomeInnovation.com/BRG

Verifier Name:	Jason Biondi
Verifier Organization:	Energy Cost Solutions Group, LLC
Standard Selected:	2015 NGBS
Scoring Path Selected:	2015 MF New Construction
Anticipated Certification Level:	Silver
Project Name:	Trion at Dania Beach
Project Unit Count:	340
Project Building Count:	1
Project Address/Lot:	Dania Beach Blvd. & North Federal Hwy.
Project City:	Dania Beach
Project State:	Florida
Project Zip code:	33004
Project County:	Broward
Accessory Structure:	No
Contact First Name:	David
Contact Last Name:	Deka
Contact Email:	ddeka@eigfl.com
Responsible Application Packet:	Developer
Party Named On Certificate:	Developer
Community Name On Certificate:	Yes

© Home Innovation Research Labs, Inc., 2017. All rights reserved.

Summary of Results of the Design Phase

Project Name: Trion at Dania Beach
Location: Dania Beach Blvd. and North Federal Hwy. , Dania Beach , Florida 333004

✓	No Mandatory items missing on the "Overview (Design)" page

	Points Required				Points Claimed	Mandatory Practices	No Errors
	Bronze	Silver	Gold	Emerald			
Chapter 5: Lot Design, Preparation, and Development	50	64	93	121	116	✓	✓
Chapter 6: Resource Efficiency	43	59	89	119	90	✓	✓
Chapter 7: Energy Efficiency	30	45	60	70	45	✓	✓
Chapter 8: Water Efficiency	25	39	67	92	57	✓	✓
Chapter 9: Indoor Environmental Quality	25	42	69	97	60	✓	✓
Chapter 10: Operation, Maintenance, and Building Owner Education	8	10	11	12	11	✓	✓
Additional Points required	50	75	100	100			
Additional points required due to SF over 4000 (601.1)	0	0	0	0			
Total points required	231	334	489	611	379		

Additional Points Claimed	198	120	(10)	(132)

Overall Level Achieved for Design	Silver

TRAFTECH
ENGINEERING, INC.

RECEIVED
JAN 03 2020
BY:

Mr. M. Dale Reed
Senior Vice President – Trion Ventures, Inc.
300 SW 1st Avenue, Suite 106
Fort Lauderdale, Florida 33301

December 9, 2019

FILE COPY

Re: Trion at Dania Beach –Traffic Memorandum

Dear Dale:

Traf Tech Engineering, Inc. is pleased to provide you with the results of the revised trip generation analysis in connection with the approved Trion at Dania Beach project planned to be located on the northeast corner of Dania Beach Boulevard and US 1/South Federal Highway in the City of Dania Beach in Broward County, Florida. The trip generation analysis compares the trips associated with the previously approved traffic study against the trips generated by the latest changes in land use intensities. That is, the number of residential units was increased from 300 to 340 and the retail square footage remains at 12,926 square feet. As indicated in the attached tables, the new trips changed as follows:

Daily trips from 3,342 to 3,608 or 3,611 (ITE 9th Edition or ITE 10th Edition)
AM peak hour trips from 187 to 207 or 165 (ITE 9th Edition or ITE 10th Edition)
PM peak hour trips from 300 to 325 or 280 (ITE 9th Edition or ITE 10th Edition)

As indicated above, there is a minor trip increase as a result of the proposed changes in land use intensities if we use ITE's *Trip Generation Manual* 9th Edition. However, it is important to note that if the latest ITE manual is used (10th Edition), the AM and PM peak hour trips are less than those analyzed as part of the approved traffic study.

It has been a pleasure working with Trion Ventures, Inc. on this project.

Sincerely,

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

Table 1 - Approved Uses and Intensities (May 2017)
Trip Generation Summary
Trion at Dania Beach - Fort Lauderdale, Florida

Land Use	Size	Daily Trips	AM Peak Hour Trips			PM Peak Hour Trips		
			In	Out	Total	In	Out	Total
Residential - Apartment (LUC 220)	300 Units	1,995	31	122	153	121	65	186
Commercial Retail (LUC 820)	12,926 S.F.	1,796	28	17	45	73	79	152
Gross Trips		**3,791**	**59**	**139**	**198**	**194**	**144**	**338**
Pass-by (Retail -25%)		-449	-6	-6	-11	-19	-19	-38
External		**3,342**	**53**	**133**	**187**	**175**	**125**	**300**

Compiled by: Traf Tech Engineering, Inc. (May 2017).
Source: Institute of Transportation Engineers (ITE) Trip Generation (9th Edition).

Table 2 - Proposed Uses and Intensities (December 2019)
Trip Generation Summary
Trion at Dania Beach - Fort Lauderdale, Florida

Land Use	Size	Daily Trips	AM Peak Hour Trips			PM Peak Hour Trips		
			In	Out	Total	In	Out	Total
Residential - Apartment (LUC 220)	340 Units	2,261	35	138	173	137	74	211
Commercial Retail (LUC 820)	12,926 S.F.	1,796	28	17	45	73	79	152
Gross Trips		**4,057**	**63**	**155**	**218**	**210**	**153**	**363**
Pass-by (Retail -25%)		-449	-6	-6	-11	-19	-19	-38
External		**3,608**	**57**	**149**	**207**	**191**	**134**	**325**

Compiled by: Traf Tech Engineering, Inc. (December 2019).
*Source: Institute of Transportation Engineers (ITE) Trip Generation (**9th Edition**).*

Table 3 - Proposed Uses and Intensities (December 2019)
Trip Generation Summary
Trion at Dania Beach - Fort Lauderdale, Florida

Land Use	Size	Daily Trips	AM Peak Hour Trips			PM Peak Hour Trips		
			In	Out	Total	In	Out	Total
Residential - Apartment (LUC 220)	340 Units	2,489	36	120	156	120	70	190
Commercial Retail (LUC 820)	12,926 S.F.	1,496	7	5	12	58	62	120
Gross Trips		**3,985**	**43**	**125**	**168**	**178**	**132**	**310**
Pass-by (Retail -25%)		-374	-2	-2	-3	-15	-15	-30
External		**3,611**	**42**	**124**	**165**	**163**	**117**	**280**

Compiled by: Traf Tech Engineering, Inc. (December 2019).
*Source: Institute of Transportation Engineers (ITE) Trip Generation (**10th Edition**).*

City of Dania Beach, Florida
Department of Community Development
Planning and Zoning Division
(954) 924-6805 X3643
(954) 922-2687 Fax

Standard Development Application

RECEIVED
FEB 13 2020

- ☐ **Administrative Variance**
- ☐ **Land Use Amendment**
- ☐ **Plat**
- ☐ **Rezoning**
- ☐ **Site Plan**
- ☐ **Special Exception**
- ☐ **Variance**
- ☒ **Other:** Design Variation 303-40 ***(SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)***

Date Rec'd: _____

Petition No.: DT-016-20

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: North east corner of Dania Beach Boulevard and US1/Federal Hwy

Lot(s): See survey legal Block: see survey Subdivision: see attached survey

Recorded Plat Name: Town of Dania (Modelo) (B/49, MDC); Eskilson Addition (7/10, BC); Beachway (8/133, BC)

Folio Number(s): Please see attached list. Legal Description: Please see attached survey.

Applicant/Consultant/Legal Representative **(circle one)** 4 N. Federal Dania, LLC

Address of Applicant: 4 N. Federal Dania, LLC: 2434 E. Las Olas Blvd, Ft. Laud, 33301

Business Telephone: 954-332-5265 Home: N/A Fax: 954-342-1840

E-mail address: Dev.motwani@gmail.com

Name of Property Owner: 4 N. Federal Dania LLC.

Address of Property Owner: 2434 E. Las Olas Blvd, Ft. Laud, 33301

Business Telephone: 954-591-6272 Home: N/A Fax: N/A

Explanation of Request: Design Variation for Section 303-40. See attached justification.
*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: +/- 2.3 ac Gross Acreage: _____ Prop. Square Footage: _____

Existing Use: Vacant, Office Proposed Use: Multi-Family, Commercial

PAYMENT DATE
02/13/2020

COLLECTION STATION
City Hall Window 1

RECEIVED FROM
4 N FEDERAL DANIA, LLC

DESCRIPTION
2434 E LAS OLAS BLVD FORT LAUDERDALE, FL 33301

City of Dania Beach
100 W. Dania Beach Blvd.
Dania Beach, FL 33004

BATCH NO.
2020-05000379

RECEIPT NO.
2020-00018614

CASHIER
fincashier1

PAYMENT CODE	RECEIPT DESCRIPTION	TRANSACTION AMOUNT
PSP	Appl Review - Standard TRION AT DANIA BEACH OT-016-20	$500.00

Payments:

Type	Detail	Amount
Check	1563	$500.00

Total Amount: **$500.00**

Customer Copy

Estate Investments Group, LLC

City of Dania Beach

001563

2/11/2020

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
2/11/2020	Bill	Design Variation	500.00	500.00		500.00
					Check Amount	500.00

abadell EIG Design Variation 303-40 500.00

TRION

List of Folios

1. 5042 34 01 1860
2. 5042 34 01 1850
3. 5042 34 01 1840
4. 5042 34 01 1820
5. 5042 34 04 0010
6. 5042 34 04 0030
7. 5042 34 04 0040
8. 5042 34 12 0010
9. 5042 34 12 0020
10. 5042 34 120240
11. 5042 34 12 1250
12. 5042 34 12 0260

Leigh Robinson Kerr & Associates, Inc.
808 East Las Olas Boulevard, Suite 104
Fort Lauderdale, FL 33301

Planning * Land Use * Zoning * Expert Testimony

February 13, 2020

To: **Corinne Lajoie**

From: Leigh R. Kerr, AICP

Re: Trion Site Plan Mod 2

TRANSMITTAL

No. of Copies	Description
1	Check - $500 – Design Variation
1	Design Variation Application
1	Draft Resolution
1	BCPC Plat Letter

☐ Review & Comment ☐ For Your Use ☒ As Requested

Remarks: Please let me know if you need additional information.
Thank you.

cc:

Lkerr808@bellsouth.net (ph) 954-467-6308 (fax) 954-467-6309

ORIGINAL DOCUMENT PRINTED WITH MICROPRINTED BORDER ON FRONT AND SECURE DOCUMENT WATERMARKS ON BACK - HOLD AT ANGLE TO VIEW.

Estate Investments Group, LLC
6201 SW 70th St Suite 200
South Miami, FL 33143
786-220-0460

Iberia Bank
Miami, FL 33125-4826

001563

2/11/2020

PAY TO THE ORDER OF City of Dania Beach $**500.00

Five Hundred and 00/100********** DOLLARS

City of Dania Beach
100 W Dania Beach Blvd
Dania Beach, FL 33004

MEMO Design Variation 303-40

⑈001563⑈ ⑆067009646⑆1000008580⑈

Estate Investments Group, LLC

001563

City of Dania Beach

2/11/2020

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
2/11/2020	Bill	Design Variation	500.00	500.00		500.00
					Check Amount	500.00

Sabadell EIG Design Variation 303-40 500.00

LEGAL DESCRIPTION

PARCEL A

PARCEL I

LOT 15, LESS THE WEST 24 FEET AND ALL OF LOT 16, BLOCK 12, OF "TOWN OF DANIA", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK B, AT PAGE 40, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, SAID LAND LYING AND BEING IN BROWARD COUNTY, FLORIDA

PARCEL II

LOTS 17 AND 18, BLOCK 12, "TOWN OF DANIA", ACCORDING TO THE MAP OF PLAT THEREOF AS RECORDED IN PLAT BOOK B, PAGE 40, PUBLIC RECORDS OF DADE COUNTY, FLORIDA. SAID LAND LYING AND BEING IN BROWARD COUNTY, FLORIDA. LESS THE WEST 24 FEET OF LOT 18 FOR RIGHT-OF-WAY OF STATE ROAD NO. 9

PARCEL III

PARCEL III-1

LOTS 19, 20, 21, 22, 23 AND 24, BLOCK 12, "THE TOWN OF MODELO", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK B, PAGE 40, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA

LESS THE RIGHT-OF-WAY FOR STATE ROAD NO. 9.

AND LESS THE RIGHT-OF-WAY FOR DANIA BOULEVARD.

SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA

PARCEL III-2

LOT 27, LESS THE RIGHT-OF-WAY OF DANIA BOULEVARD; LOTS 28, 29, 30 AND 31, BLOCK 2, "AMENDED PLAT OF BLOCK 2, EDGLEON ADDITION TO THE CITY OF DANIA", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 7, PAGE 10, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA

LOTS 1, 2, 3, 4, 5 AND 6, BLOCK 1, LESS THE RIGHT-OF-WAY FOR DANIA BOULEVARD, TOGETHER WITH LOTS 1 AND 2, BLOCK 6, "BEACHWAY", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE 33, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

PARCEL C:

LOT 3, BLOCK 6, "BEACHWAY", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE 33, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA

NOTES:

1) THIS SITE CONTAINS A COMBINED AREA OF 95,885 SQUARE FEET (2.1921 ACRES) MORE OR LESS.
2) ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM OF 1929, BROWARD COUNTY BENCHMARK #8930, ELEVATION: 17.261 FEET
3) FLOOD ZONE: X BASE FLOOD ELEVATION: NONE; PANEL #120034 0309F; 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 EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1 BEING N02°20'00"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: RAMESH ACQUISITIONS, LLC; CHICAGO TITLE INSURANCE COMPANY; HUNT & ORDES, P.A.
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 SURVEY WAS PREPARED WITH BENEFIT OF COMMITMENT FOR TITLE INSURANCE, ORDER NO.: 5709502, PREPARED BY CHICAGO TITLE INSURANCE COMPANY, WITH AN EFFECTIVE DATE OF MARCH 22, 2016 AT 11:00 PM

THE FOLLOWING ARE SCHEDULE B1 EXCEPTIONS TO SAID COMMITMENT:

ITEMS 1, 2, 3, 4 AND 5 – STANDARD EXCEPTIONS NOT ADDRESSED

ITEM 6 – RESTRICTIONS, EASEMENTS, LIMITATIONS AND OTHER MATTERS IN PLAT BOOK B, PAGE 40 (AS TO PARCEL I, II AND III-1) AFFECT THIS SITE. THERE ARE NO PLATTED EASEMENTS.

ITEM 7 – EASEMENT IN O.R.B. DEED BOOK 343, PAGE 91 (AS TO PARCEL II) AFFECTS THIS SITE AS DEPICTED HEREON.

ITEM 8 – COLLATERAL ASSIGNMENT OF FIRE RESCUE ASSESSMENT FEES IN O.R.B. 28116, PAGE 937 AFFECTS THIS SITE, BUT IS NOT PLOTTABLE.

ITEM 9 – RESTRICTIONS, EASEMENTS, LIMITATIONS AND OTHER MATTERS IN PLAT BOOK 7, PAGE 10 (AS TO PARCEL III-2) AFFECT THIS SITE. THERE ARE NO PLATTED EASEMENTS.

ITEM 10 – RESTRICTIONS, EASEMENTS, LIMITATIONS AND OTHER MATTERS IN PLAT BOOK 8, PAGE 33 (AS TO PARCEL III-2 AND C) AFFECT THIS SITE. THERE ARE NO PLATTED EASEMENTS.

ITEM 11 – RESERVATIONS FOR ROAD RIGHT-OF-WAY IN DEED IN DEED BOOK 527, PAGE 450 AND DEED BOOK 547, PAGE 7, AS AFFECTED BY RESOLUTION TO ADOPT VACATION UNDER INSTRUMENT #113301747 (AS TO PARCEL III-2) AFFECT THIS SITE AS DEPICTED HEREON.

ITEM 12 – UNITY OF TITLE AGREEMENTS IN O.R.B. 47280, PAGE 917, AS AMENDED BY AMENDED AND RESTATED UNITY OF TITLE IN O.R.B. 57760, PAGE 207 (AS TO PARCEL III AFFECTS THIS SITE AS DEPICTED HEREON

CERTIFICATION:

I HEREBY CERTIFY THAT THE SKETCH OF SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES (FDACS) 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.

DUANE F. PULICE, PROFESSIONAL SURVEYOR AND MAPPER LS5051
GREYTH BURNS, PROFESSIONAL SURVEYOR AND MAPPER LS6136
STATE OF FLORIDA

NO.	REVISIONS	BY
5		
4		
3		
2		
1		

COMMERCIAL SITE
DANIA BEACH BOULEVARD/FEDERAL HIGHWAY
DANIA BEACH, BROWARD COUNTY, FLORIDA

BOUNDARY AND TOPOGRAPHIC SURVEY

PULICE LAND SURVEYORS, INC.
5331 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: R.P.	SCALE: 1" = 20'	FILE: RAMESH ACQUISITIONS, LLC
CHECKED BY: J.R.P.	SURVEY DATE: 03/11/16	ORDER NO.: 01106

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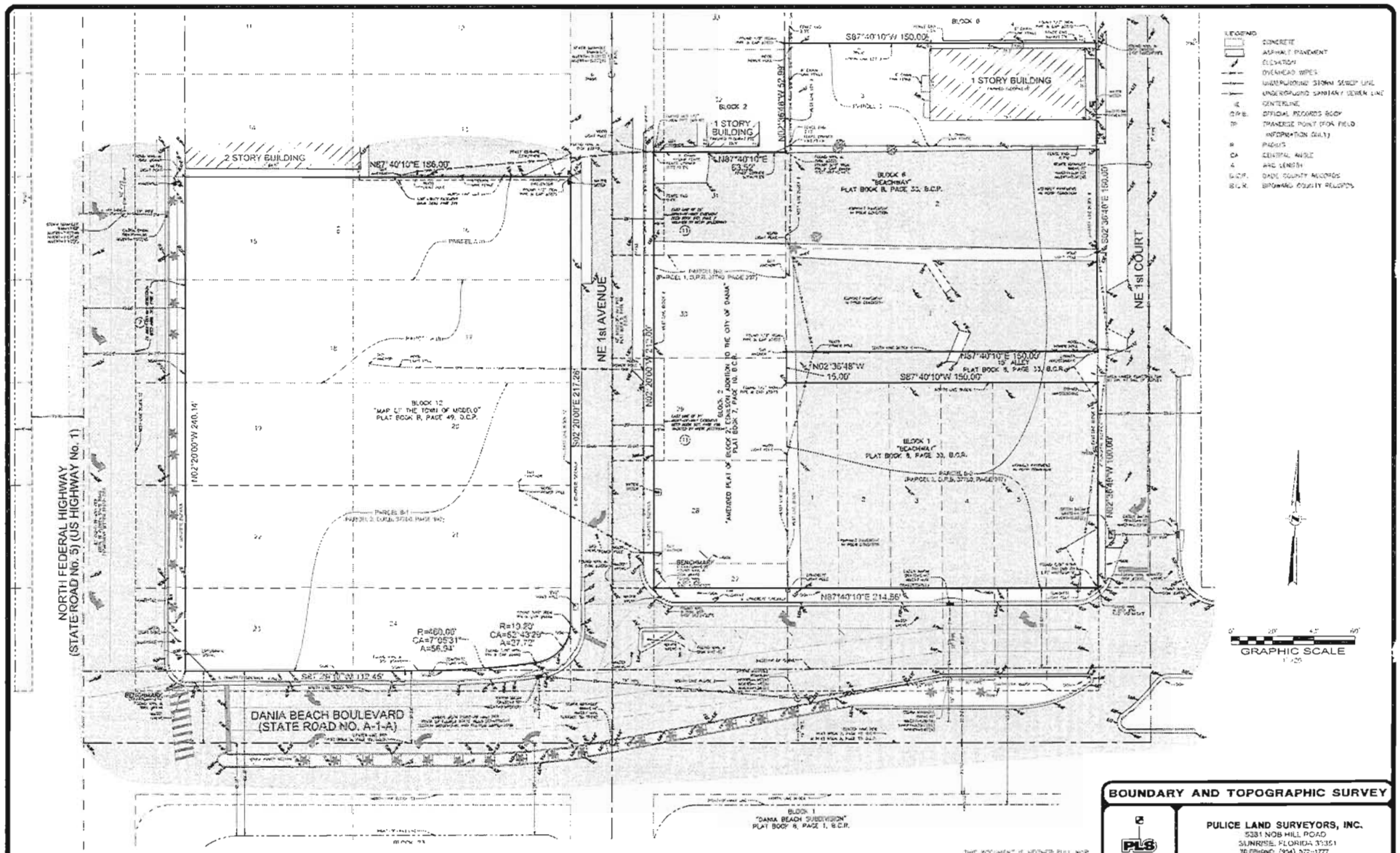
THIS DOCUMENT IS NEITHER FULL NOR COMPLETE WITHOUT SHEETS 1 AND 2



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: R.P.	SCALE: 1" = 20'	FIELD: RAKESH ACQUISTAPACE, LLC
CHECKED BY: I.R.P.	SURVEY DATE: 06/11/14	ORDER NO: 61104

COMMERCIAL SITE
DANIA BEACH BOULEVARD AND FEDERAL HIGHWAY
DANIA BEACH, BROWARD COUNTY, FLORIDA

SHEET 2 OF 2

THIS DOCUMENT IS NEITHER FULL NOR COMPLETE WITHOUT SHEETS 1 AND 2

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Design Variation Justification
Trion Dania Beach

Ramesh Acquisitions, LLC is the applicant/developer of the project known as "Trion" located on the north east corner of US1/Federal Highway and Dania Beach Boulevard. The subject property consists of approximately 2.3 acres net (3.4 acres gross) and is proposed to be developed as a mixed-use residential/retail project with 340 dwelling units and 13,600 square feet of commercial space.

The land use designation for the property is Regional Activity Center (RAC), the zoning for the property is City Center (CC), and the property is located in the City's CRA. Given the property's location in the CRA and CC zoning designation, development on the site is subject to the City's form-based Code, which requires certain design elements and principles to achieve the City's desired urban form. However, the Code also recognizes that variation in conditions exist, and the difficulty of accounting for them in a design-specific regulation. Therefore, per Section 301-50 of the City's Code, the applicant may apply for relief from certain Variations in Design. Refer to table below.

A site plan for the subject property is currently under review by City Staff. The intent of the CC zoning district is to establish a mixed-use downtown with transit supportive densities and intensities where citizens can work, live, and shop in the economic, governmental, entertainment and cultural focal point of Dania Beach. This district is designed to encourage accessible, active, pedestrian-oriented areas. Great attention has been made to prepare a site plan for the subject property that achieves these elements and is compatible and consistent with the City's vision for the area.

Due to the size, configuration and conditions unique to the subject property, functional requirements of the proposed mixed-use building, design approach and construction methodology employed to achieve a comparable product competitive for the locality in the market, the applicant is requesting the variations in design outlined below. The approval of these design variations is not contrary to the public interest and will assist in the redevelopment and improvement of the subject property in an area of Dania Beach well-suited for the Trion project and that will move the City's vision for the area forward.

CODE SECTION	REQUIREMENT	PROPOSED VARIATIONS	CRITERIA
Section 303-40			
1. 303-40(L) Building Placement	Building Placement for Front and Corner Street Setback 0'-5'.	1. A setback varying from 11' to 27' is proposed on street fronts to provide a more generous sidewalk and landscape for the scale of building.	Criteria listed in 301-50(D)

In accordance with Section 301-50, the applicant must satisfy the following criteria:

301-50(D)

1. **Whether the request is for a reasonable accommodation of design flexibility that results in overall superior development and design consistent with the intent and principles of this subpart that govern the standard for which variation is requested; or**

   Response: The request outlined above is a reasonable accommodation of design flexibility particularly needed for the success of this project. The proposed Variations in Design will result in a wider landscaped sidewalk on the street fronts for pedestrian experience appropriate to the scale of the proposed building, deeper recesses that will not only help breakup the facade and enhance the architecture of the building, but also provide a sense of arrival, open spaces and privacy for the residents in an urban environment, natural surveillance and interaction between the proposed development and the street. The developer will provide improved landscape, streetscape, a fountain and other amenities on the property. The proposed improvements and design may not meet the strict application of the Code, but all of the proposed designs to create a pedestrian friendly, accessible, aesthetically pleasing environment on the property that achieves the intent and principles of the Code.

2. **Whether the variation is appropriate to accommodate site conditions not anticipated in these regulations, or to reconcile conflicting requirements, provided the request is generally consistent with the intent and principles of this subpart that govern the standard for which variation is requested.**

   Response: The variation is appropriate to accommodate site conditions not anticipated in these regulations. Specifically, the configuration and constraints of the subject property, functional considerations in the design particular to this proposed development, and the nature of the proposed mixed-use residential building.

TRAFTECH
ENGINEERING, INC.

Mr. M. Dale Reed
Senior Vice President – Trion Ventures, Inc.
300 SW 1st Avenue, Suite 106
Fort Lauderdale, Florida 33301

February 4, 2020

Re: Trion at Dania Beach –Traffic Memorandum

Dear Dale:

Traf Tech Engineering, Inc. is pleased to provide you with the results of the revised trip generation analysis in connection with the approved Trion at Dania Beach project planned to be located on the northeast corner of Dania Beach Boulevard and US 1/South Federal Highway in the City of Dania Beach in Broward County, Florida. The trip generation analysis compares the trips associated with the previously approved traffic study against the trips generated by the latest changes in land use intensities. That is, the number of residential units was increased from 300 to 340 and the retail square footage remains at 12,926 square feet. As indicated in the attached tables, the new trips changed as follows:

Daily trips from 3,342/3,318 to 3,608/3,611 (ITE 9th Edition/ITE 10th Edition)
AM peak hour trips from 187/147 to 207/165 (ITE 9th Edition/ITE 10th Edition)
PM peak hour trips from 300/258 to 325/280 (ITE 9th Edition/ITE 10th Edition)

As indicated above, there is a minor trip increase as a result of the proposed changes in land use intensities if we use ITE's *Trip Generation Manual* 9th or 10th Edition. However, it is important to note that if the latest ITE manual is used (10th Edition), the AM and PM peak hour trips are less than those analyzed as part of the approved traffic study.

It has been a pleasure working with Trion Ventures, Inc. on this project.

Sincerely,

TRAF TECH ENGINEERING, INC.

Joaquin E. Vargas, P.E.
Senior Transportation Engineer

JOAQUIN E. VARGAS
LICENSE
No. 41174
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

February 4, 2020

8400 N. University Drive, Suite 309, Tamarac, FL 33321 • T: 954-582-0988 • F: 954-582-0989

Table 1 - Approved Uses and Intensities (May 2017)
Trip Generation Summary
Trion at Dania Beach - Fort Lauderdale, Florida

Land Use	Size	Daily Trips	AM Peak Hour Trips			PM Peak Hour Trips		
			In	Out	Total	In	Out	Total
Residential - Apartment (LUC 220)	300 Units	1,995	31	122	153	121	65	186
Commercial Retail (LUC 820)	12,926 S.F.	1,796	28	17	45	73	79	152
Gross Trips		**3,791**	**59**	**139**	**198**	**194**	**144**	**338**
Pass-by (Retail -25%)		-449	-6	-6	-11	-19	-19	-38
External		**3,342**	**53**	**133**	**187**	**175**	**125**	**300**

Compiled by: Traf Tech Engineering, Inc. (May 2017).
Source: Institute of Transportation Engineers (ITE) Trip Generation (9th Edition).

Table 1b - Proposed Uses and Intensities (May 2017)
Trip Generation Summary
Trion at Dania Beach - Fort Lauderdale, Florida

Land Use	Size	Daily Trips	AM Peak Hour Trips			PM Peak Hour Trips		
			In	Out	Total	In	Out	Total
Residential - Apartment (LUC 220)	300 Units	2,196	32	106	138	106	62	168
Commercial Retail (LUC 820)	12,926 S.F.	1,496	7	5	12	58	62	120
Gross Trips		**3,692**	**39**	**111**	**150**	**164**	**124**	**288**
Pass-by (Retail -25%)		-374	-2	-2	-3	-15	-15	-30
External		**3,318**	**38**	**110**	**147**	**149**	**109**	**258**

Compiled by: Traf Tech Engineering, Inc. (February 2020).
*Source: Institute of Transportation Engineers (ITE) Trip Generation (**10th Edition**).*

Table 2 - Proposed Uses and Intensities (December 2019)
Trip Generation Summary
Trion at Dania Beach - Fort Lauderdale, Florida

Land Use	Size	Daily Trips	AM Peak Hour Trips			PM Peak Hour Trips		
			In	Out	Total	In	Out	Total
Residential - Apartment (LUC 220)	340 Units	2,261	35	138	173	137	74	211
Commercial Retail (LUC 820)	12,926 S.F.	1,796	28	17	45	73	79	152
Gross Trips		**4,057**	**63**	**155**	**218**	**210**	**153**	**363**
Pass-by (Retail -25%)		-449	-6	-6	-11	-19	-19	-38
External		**3,608**	**57**	**149**	**207**	**191**	**134**	**325**

Compiled by: Traf Tech Engineering, Inc. (December 2019).
*Source: Institute of Transportation Engineers (ITE) Trip Generation (**9th Edition**).*

Table 3 - Proposed Uses and Intensities (December 2019)
Trip Generation Summary
Trion at Dania Beach - Fort Lauderdale, Florida

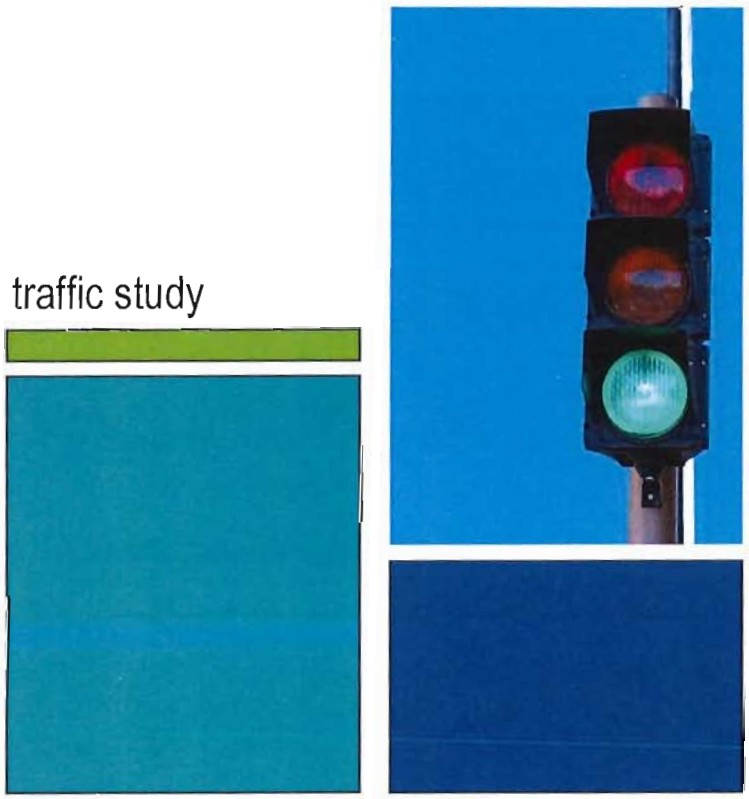
Land Use	Size	Daily Trips	AM Peak Hour Trips			PM Peak Hour Trips		
			In	Out	Total	In	Out	Total
Residential - Apartment (LUC 220)	340 Units	2,489	36	120	156	120	70	190
Commercial Retail (LUC 820)	12,926 S.F.	1,496	7	5	12	58	62	120
Gross Trips		**3,985**	**43**	**125**	**168**	**178**	**132**	**310**
Pass-by (Retail -25%)		-374	-2	-2	-3	-15	-15	-30
External		**3,611**	**42**	**124**	**165**	**163**	**117**	**280**

Compiled by: Traf Tech Engineering, Inc. (December 2019).
*Source: Institute of Transportation Engineers (ITE) Trip Generation (**10th Edition**).*

APPROVED TRAFFIC STUDY

Trion at Dania Beach

Dania Beach, Florida



traffic study

prepared for:
Ramesh Acquisitions, LLC

Traf Tech
ENGINEERING, INC.

June 2016
Revised July 2016

Traf Tech
ENGINEERING, INC.

July 28, 2016

Mr. M. Dale Reed
Senior Vice President – Trion Ventures, INC
300 SW 1st Avenue, Suite 106
Fort Lauderdale, Florida 33301

Re: Trion at Dania Beach –Traffic Study (Revised July 2016)

Dear Mr. Reed:

Traf Tech Engineering, Inc. is pleased to provide you with the results of the revised traffic study undertaken for the proposed Trion at Dania Beach project planned to be located on the northeast corner of Dania Beach Boulevard and US 1/S. Federal Highway in the City of Dania Beach in Broward County, Florida. The study addresses the traffic impacts created by the proposed project to the surrounding street system.

It has been a pleasure working with Trion Ventures, INC on this project.

Sincerely,

TRAF TECH ENGINEERING, INC.

Joaquin E. Vargas, P.E.
Senior Transportation Engineer

8400 North University Drive, Suite 309, Tamarac, Florida 33321
Tel: (954) 582-0988 Fax: (954) 582-0989

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- Proposed Land Uses and Access 3

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INTRODUCTION

Trion at Dania Beach is a proposed residential and commercial development planned to be located on the northeast corner of US 1/Federal Highway and Dania Beach Boulevard in Broward County, Florida. The location of the project site is illustrated in Figure 1 on the following page.

Traf Tech Engineering, Inc. was retained by Trion Ventures Inc., to conduct a traffic study in connection with the proposed development. The study addresses trip generation and the traffic impacts created by the proposed project on the nearby transportation network. This study is divided into seven (7) sections, as listed below:

1. Inventory
2. Existing Conditions
3. Traffic Counts
4. Trip Generation
5. Trip Distribution and Traffic Assignment
6. Traffic Impact Analysis
7. Conclusions and Recommendations

Traf Tech
ENGINEERING, INC.

PROJECT LOCATION MAP

FIGURE 1
Trion
Dania Beach, Florida

INVENTORY

Existing Land Use and Access

The existing site is currently vacant.

Proposed Land Use and Access

The proposed project will be developed with the following land uses and intensity:

- 286 units of residential apartments
- 19,134 square feet of commercial retail

Access to the site will be provided via two access driveways; one ingress-only driveway on US 1/Federal Highway that will serve the commercial retail, and one driveway on NE 1st Court that will provide service the residential apartments. For purposes of this traffic study, the project is anticipated to be built and occupied by the year 2020. Appendix A contains a copy of the proposed site plan for the Trion at Dania Beach project.

EXISTING CONDITIONS

This section addresses the existing roadway system located in the vicinity of the project site and nearby intersections.

Roadway System

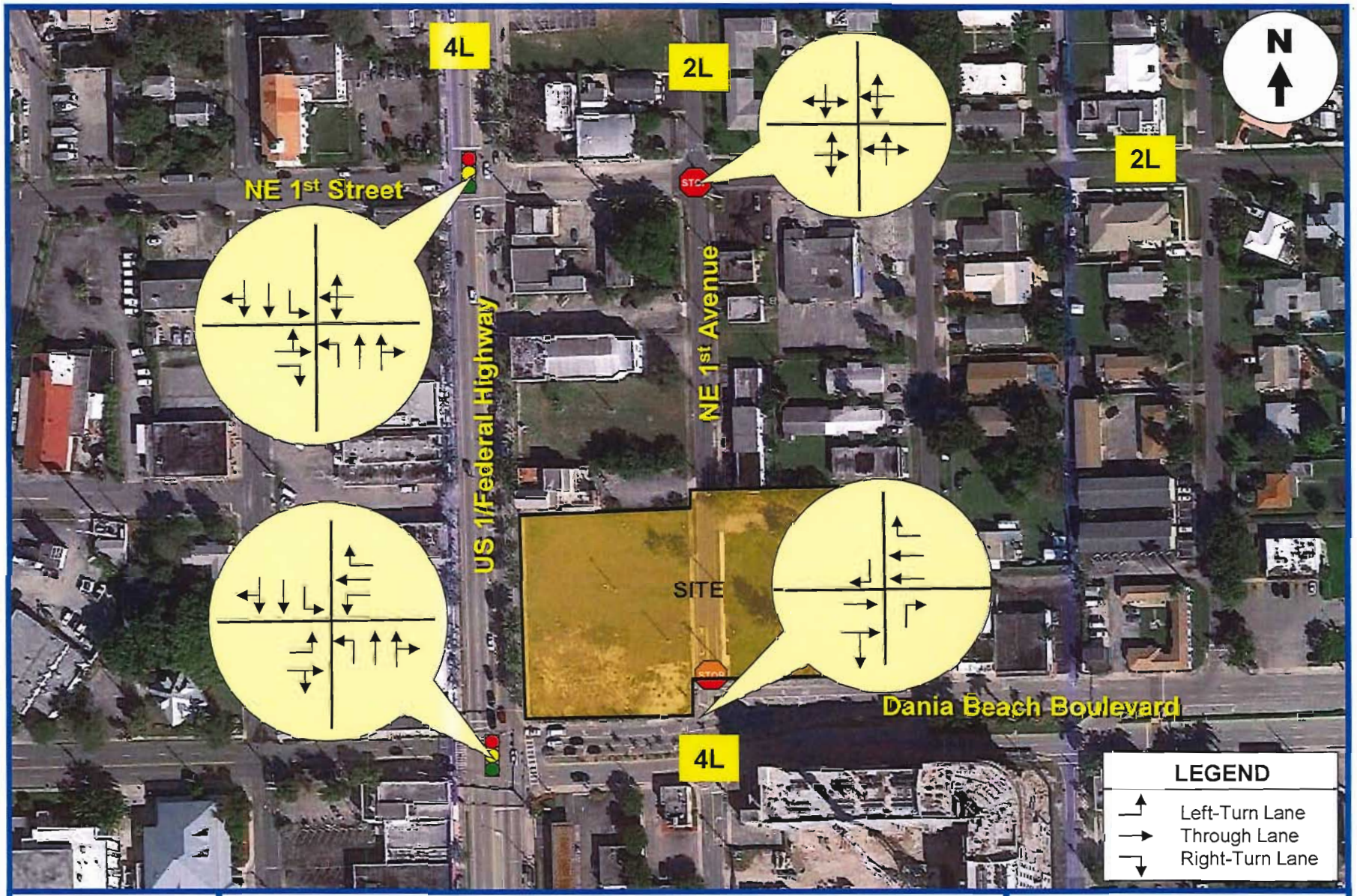
The roadway system located near the project site includes US 1/Federal Highway, Dania Beach Boulevard, NE 1st Street, and NE 1st Avenue. and NE 5th Avenue. US 1/Federal Highway and Dania Beach Boulevard are 4-lane facilities, while NE 1st Street, and NE 1st Avenue are 2-lane-facilities.

Nearby Intersections

With the assistance of City of Dania Beach staff, four intersections/driveways were identified as the locations that will be impacted the most by the proposed project. These intersections/driveways include:

1. US 1/Federal Highway and Dania Beach Boulevard (signalized)
2. US 1/Federal Highway and NE 1st Street (signalized)
3. Dania Beach Boulevard and NE 1st Avenue (stop control)
4. NE 1st Street and NE 1st Avenue (stop control)

Figure 2 shows the existing lane geometry of the four intersections selected for analysis purposes. The number of lanes on the street system surrounding the project site is also depicted in the figure.



Traf Tech
ENGINEERING, INC.

EXISTING LANE GEOMETRY

FIGURE 2
Trion
Dania Beach, Florida

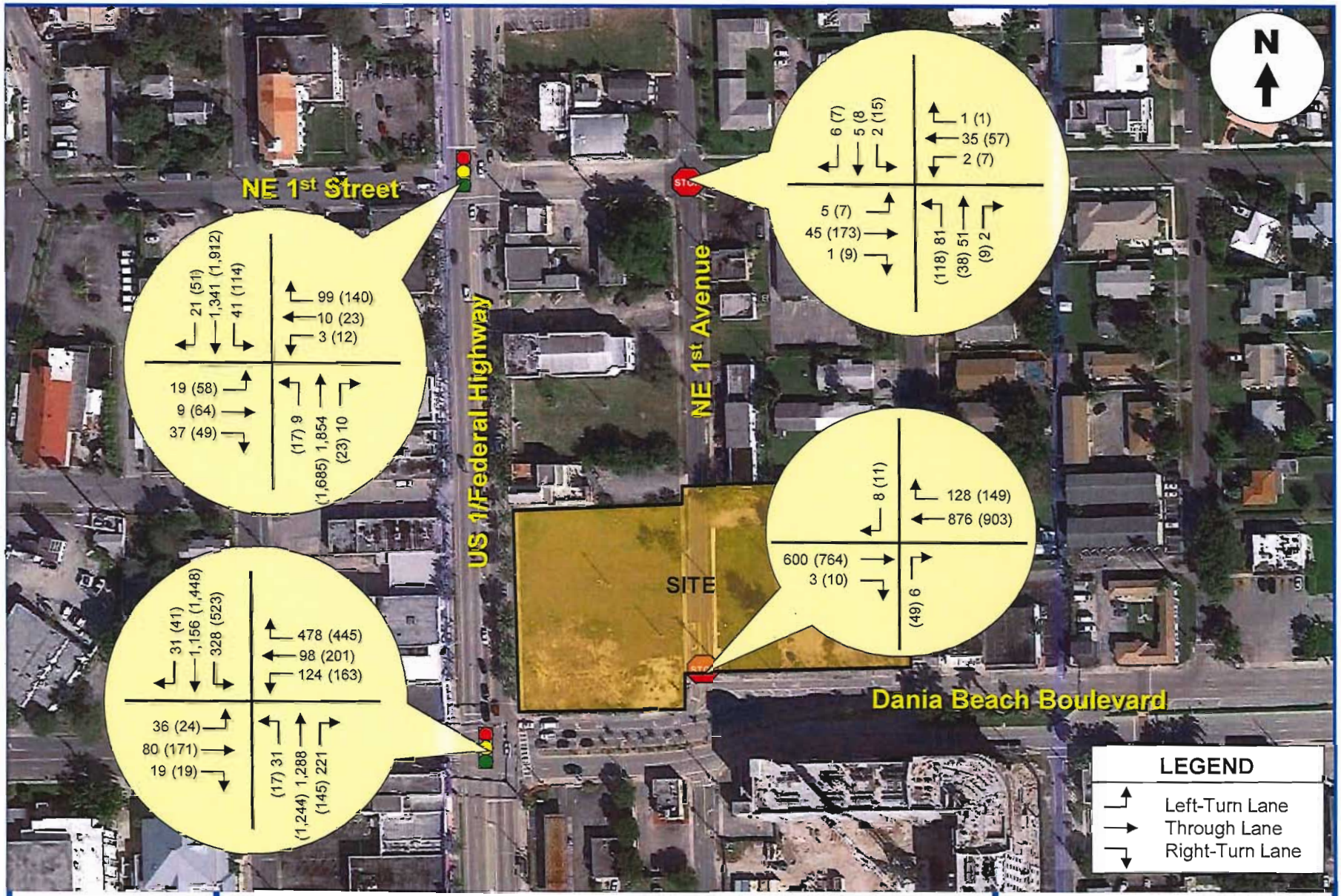
TRAFFIC COUNTS

Traf Tech Engineering, Inc., in association with Crossroads Engineering, Inc., collected traffic data at the following locations:

- US 1/Federal Highway and Dania Beach Boulevard (signalized)
- US 1/Federal Highway and NE 1st Street (signalized)
- Dania Beach Boulevard and NE 1st Avenue (stop control)
- NE 1st Street and NE 1st Avenue (stop control)

The intersection turning movement counts performed by Crossroads Engineering, Inc., were collected on Thursday, May 26, 2016 during the AM and PM peak periods (7:00 AM to 9:00 AM and 4:00 PM to 6:00 PM, respectively).

Figure 3 summarizes the results of the intersection turning movement counts undertaken during the weekday peak hours. Appendix B contains the intersection turning movement counts, as collected in the field. The signal timing plans for the signalized intersections were obtained from Broward County Traffic Engineering Division and are also included in Appendix B.



Traf Tech
ENGINEERING, INC.

EXISTING TRAFFIC COUNTS – AM & (PM) Peak Hour
(May 26, 2016)

FIGURE 3
Trion
Dania Beach, Florida

TRIP GENERATION

The trip generation for the project was based on information contained in the Institute of Transportation Engineer's (ITE) *Trip Generation Manual* (9th Edition). According to the subject ITE manual, the most appropriate "land use" category for the proposed land uses includes: Land Use 220 – Apartment and Land Use 820 – Specialty Retail. Table 1 summarizes the trips associated with the proposed developments.

Table 1
Trip Generation Summary
Trion at Dania Beach - Fort Lauderdale, Florida

Land Use	Size	Daily Trips	AM Peak Hour Trips			PM Peak Hour Trips		
			In	Out	Total	In	Out	Total
Residential - Apartment (LUC 220)	286 Units	1,902	29	117	146	115	62	177
Commercial Retail (LUC 820)	19,134 S.F.	2,318	35	22	57	95	103	198
Gross Trips		**4,220**	**64**	**139**	**203**	**210**	**165**	**375**
Pass-by (Retail -25%)		-580	-7	-7	-14	-25	-25	-50
External		**3,640**	**57**	**132**	**189**	**185**	**140**	**325**

Compiled by: Traf Tech Engineering, Inc. (June 2016).
Source: Institute of Transportation Engineers (ITE) Trip Generation (9th Edition).

As indicated in Table 1, the new trips anticipated to be generated by the proposed development consist of approximately 3,640 daily trips, approximately 189 trips during the AM peak hour (57 inbound and 132 outbound) and approximately 325 PM peak hour trips (185 inbound and 140 outbound).

The trip generation rates used to determine the trips associated with the existing and proposed land uses are presented on the following page:

ITE Land Use 220 – Apartments

Daily Trips

$T = 6.65(X)$

Where T = number of daily trips

X = Dwelling units

AM Peak Hour of Adjacent Street (Typical Morning Rush Hour)

$T = 0.51(X)$

Where T = number of daily trips

X = Dwelling units

PM Peak Hour of Adjacent Street (Typical Afternoon Rush Hour)

$T = 0.62(X)$

Where T = number of daily trips

X = Dwelling units

ITE Land Use 820 – Specialty Retail

Daily Trips

$Ln (T) = 0.65 Ln (X) + 5.83$

Where T = number of daily trips

X = 1,000 Square feet gross floor area

AM Peak Hour of Adjacent Street (Typical Morning Rush Hour)

$Ln (T) = 0.61 Ln (X) + 2.24$

Where T = number of daily trips

X = 1,000 Square feet gross floor area

PM Peak Hour of Adjacent Street (Typical Afternoon Rush Hour)

$Ln (T) = 0.67 Ln (X) + 3.31$

Where T = number of daily trips

X = 1,000 Square feet gross floor area

TRIP DISTRUBUTION AND TRAFFIC ASSIGNMENT

Based on the knowledge of the local network, existing street system surrounding the project and the current traffic volumes on US 1/Federal Highway and Dania Beach Boulevard, and engineering experience the following traffic assignment was developed for the subject mixed-use project:

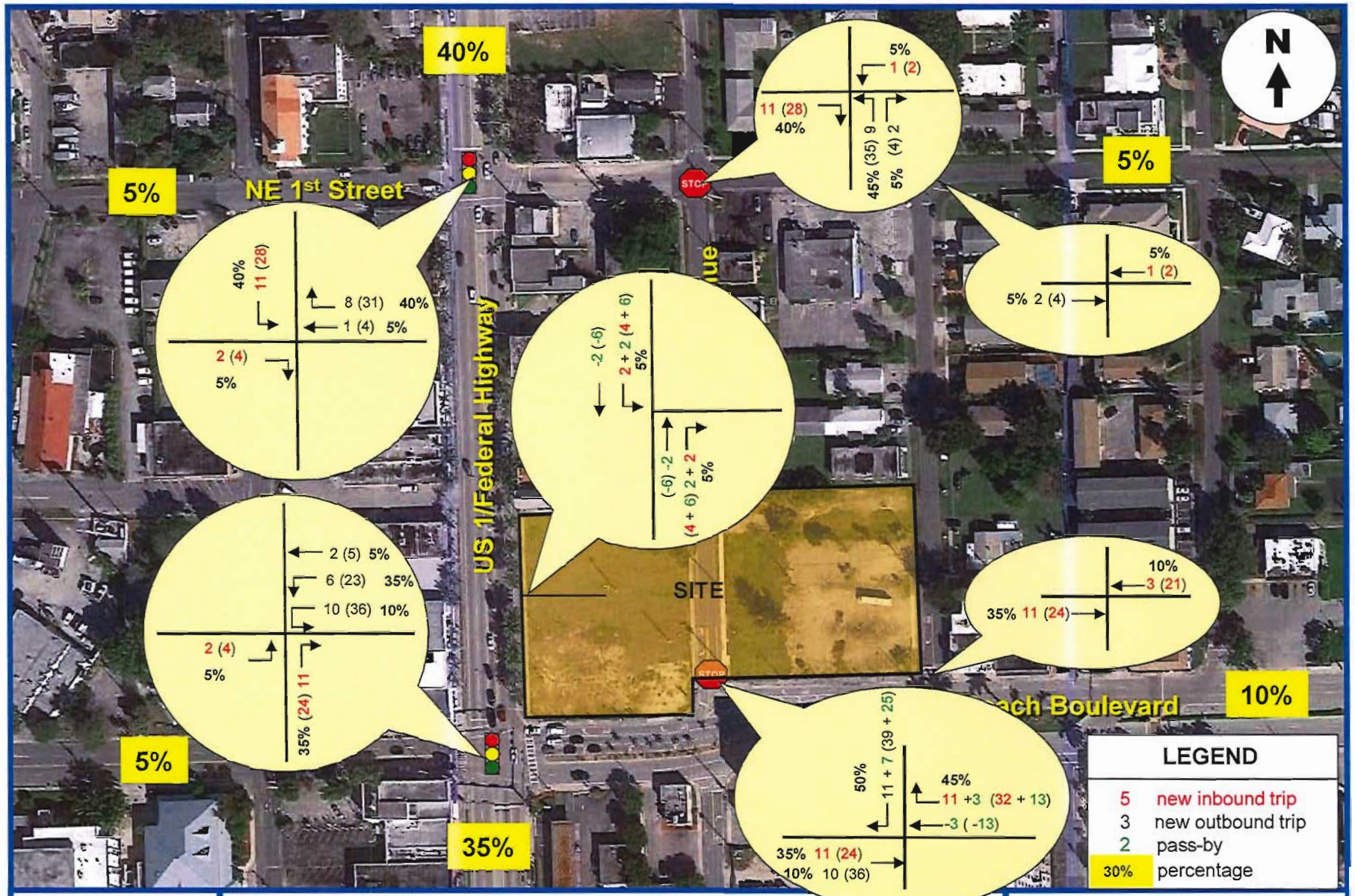
- 40% to and from the north via US 1/Federal Highway
- 35% to and from the south via US 1/Federal Highway
- 5% to and from the east via NE 1st Street
- 10% to and from the east via Dania Beach Boulevard
- 5% to and from the west via NE 1st Street
- 5% to and from the west via Dania Beach Boulevard

The new peak hour traffic generated by the project was assigned to the nearby transportation network using the traffic assignment documented above. The new project traffic assignment is summarized in Figures 4A and 4B.

Traf Tech
ENGINEERING, INC.

NEW PROJECT TRAFFIC ASSIGNMENT - RESIDENTIAL
Weekday New Peak Hour Trips AM & (PM)

FIGURE 4A
Trion
Dania Beach, Florida



Traf Tech
ENGINEERING, INC.

NEW PROJECT TRAFFIC ASSIGNMENT - RETAIL
Weekday New Peak Hour Trips AM & (PM)

FIGURE 4B
Trion
Dania Beach, Florida

TRAFFIC ANALYSIS

This section of the study is divided into three parts. The first part consists of developing the future conditions traffic volumes for the study area. The second part includes level-of-service analyses for existing and future conditions.

Future Conditions Traffic Volumes

Two sets of future traffic volumes were developed. The first set includes project buildout conditions without the proposed project and the second set adds the new trips anticipated to be generated by the project.

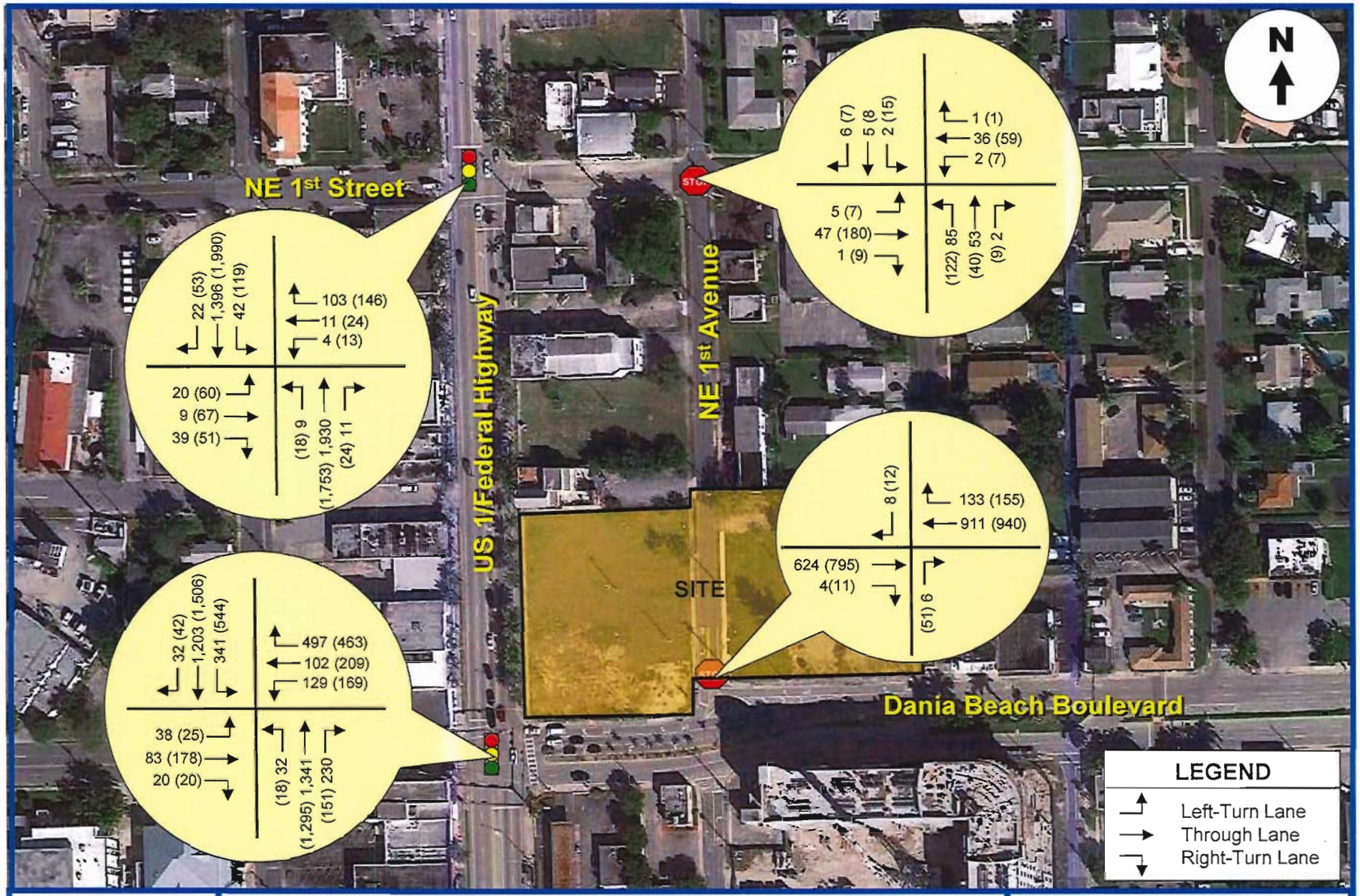
In order to develop year 2020 traffic volumes (project anticipated to be built and occupied by the year 2020), without the proposed project, two separate analyses were undertaken. The first analysis converts the existing peak hour traffic counts collected in the field during the month of May to average peak season conditions. Based on FDOT's Peak Season Factor Category report, a factor of 1.13 is required to convert traffic counts collected during the fourth week of May to average peak season conditions (refer to Appendix C). The second analysis includes a growth factor to project 2016 peak season traffic volumes to the year 2020. For purposes of this traffic study, a 1.0% growth rate was applied to the 2016 traffic counts in order to develop 2020 background traffic conditions. The 1.0 % traffic growth rate was applied in order to account for nearby committed developments.

The new trips generated by the Trion project (refer to Figures 4A and 4B) were added to the 2020 background traffic in order to develop total traffic conditions. The future traffic projections for the study intersections (peak season adjustments, traffic growth rates, committed developments and project traffic) are presented in tabular format in Appendix D. Figures 5 and 6 present the year 2020 future traffic volumes for the study area.

Figure 5 includes background traffic only (without the proposed project) and Figure 6 includes the additional traffic anticipated to be generated by the proposed project.

Level of Service Analyses

Intersection capacity/level of service analyses were conducted for the four study intersections. The analyses were undertaken following the capacity/level of service procedures outlined in the Highway Capacity Manual (HCM) using the SYNCHRO software. The results of the capacity analyses are summarized in Table 2. As indicated in Table 2, all study intersections are currently operating at an acceptable level of service in the year 2020 with the proposed project in place with one exception. The exception is the signalized intersection of US 1/Federal Highway at Dania Beach Boulevard. However, the intersection is projected to operate at deficient level of service in the year 2020 without the project and it is expected to continue operating deficiently with the project in place.



Traf Tech
ENGINEERING, INC.

BACKGROUND TRAFFIC – Year 2020
Weekdays Peak Hour Trips AM & (PM)

FIGURE 5
Trion
Dania Beach, Florida

Traf Tech
ENGINEERING, INC.

TOTAL TRAFFIC with PROJECT – Year 2020
(Weekdays Peak Hour Trips AM & (PM)

FIGURE 6
Trion
Dania Beach, Florida

TABLE 2 Intersection Level of Service Trion at Dania Beach			
		Future Traffic Conditions	
Intersection	**2016 Existing**	**2020 w/o Project**	**2020 With Project**
US 1/Federal Highway at Dania Beach Boulevard (signal)	E (E)	F (F)	F (F)
US 1/Federal Highway at NE 1st Street (signal)	A (B)	A (C)	A (D)
Dania Beach Boulevard at NE 1st Avenue (stop)			
- NB	B (B)	B (B)	B (B)
- SB	B (B)	B (B)	B (B)
NE 1st Street and NE 1st Avenue (stop)			
- NB	B (B)	B (B)	B (C)
- SB	A (B)	A (B)	A (B)
Dania Beach Boulevard at NE 1st Court (stop)			
- SB			B (B)

Source: Highway Capacity Manual

The computer printouts of the intersection capacity analyses are contained in Appendix E.

CONCLUSIONS AND RECOMMENDATIONS

Trion at Dania Beach is a proposed residential and commercial development planned to be located on the northeast corner of US 1/Federal Highway and Dania Beach Boulevard in Broward County, Florida.

The existing site is currently vacant. The proposed project will be developed with the following land uses and intensity:

- 286 units of residential apartments
- 19,134 square feet of commercial retail

Access to the site will be provided via two access driveways; one ingress-only driveway on US 1/Federal Highway that will serve the commercial retail, and one driveway on NE 1st Court that will provide service the residential apartments. For purposes of this traffic study, the project is anticipated to be built and occupied by the year 2020.

Traf Tech Engineering, Inc. was retained by Ramesh Acquisitions, LLC, to conduct a traffic study in connection with the proposed residential and commercial development. The conclusions and recommendations of the traffic study are presented below:

- The new trips anticipated to be generated by the proposed development consist of approximately 3,640 daily trips, approximately 189 trips during the AM peak hour (57 inbound and 132 outbound) and approximately 325 PM peak hour trips (185 inbound and 140 outbound).

- All study intersections are currently operating at an acceptable level of service in the year 2020 with the proposed project in place with one exception. The exception is the signalized intersection of US 1/Federal Highway at Dania Beach Boulevard. However, the intersection is projected to operate at deficient level of service in the year 2020 without the project and it is expected to continue operating deficiently with the project in place.

City of Dania Beach
PUBLIC HEARING NOTICE
TUESDAY, MAY 12, 2020
THIS PROPERTY IS THE SUBJECT OF UPCOMING PUBLIC HEARINGS
TIME : 7:00 pm
PLACE : City Commission Virtual Meeting
Please visit www.daniabeachfl.gov/virtualmeetings
for detailed instructions on this meeting
PROJECT : Trion - Mixed Use Commercial / Residential
LOCATION : 4 N. Federal Hwy
REQUEST : Site Plan Modification
FILE# : SP-03-15MOD2

City of Dania Beach
PUBLIC HEARING NOTICE
TUESDAY, MAY 12, 2020
THIS PROPERTY IS THE SUBJECT OF UPCOMING PUBLIC HEARINGS
TIME I 7:00 pm
PLACE I City Commission Virtual Meeting
Please visit www.daniabeachfl.gov/virtualmeetings for detailed instructions on this meeting.
PROJECT I Trion - Mixed Use Commercial / Residential
LOCATION I 4 N. Federal Hwy
REQUEST I Site Plan Modification
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PLACE | City Commission Virtual Meeting
Please visit www.daniabeachfl.gov/virtualmeetings
for detailed instructions on this meeting.
PROJECT | Trion - Mixed Use Commercial / Residential
LOCATION | 4 N. Federal Hwy
REQUEST | Site Plan Modification
FILE# | SP-03-15MOD2
For more information, please visit our website http://daniabeachfl.gov/Public-Hearings or call (954) 924-6800 x 3643.

City of Dania Beach
PUBLIC HEARING NOTICE
TUESDAY, MAY 12, 2020
THIS PROPERTY IS THE SUBJECT OF UPCOMING PUBLIC HEARINGS
TIME : 7:00 pm
PLACE : City Commission Virtual Meeting
Please visit www.daniabeachfl.gov/virtualmeetings
for detailed instructions on this meeting
PROJECT : Tropi - Mixed Use Commercial / Residential
LOCATION : 4 N. Federal Hwy
REQUEST : Site Plan Modification
FILE# : SP-03-15MOD2

City of Dania Beach
PUBLIC HEARING NOTICE
TUESDAY, MAY 12, 2020
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TIME | 7:00 pm
PLACE | City Commission Virtual Meeting
Please visit www.daniabeachfl.gov/virtualmeetings
for detailed instructions on this meeting
PROJECT | Trion - Mixed Use Commercial / Residential
LOCATION | 4 N. Federal Hwy
REQUEST | Site Plan Modification
FILE# | SP-03-15MOD2
For more information, please visit our website http://daniabeachfl.gov/Public-Hearings or call (954) 924-6800 x 3643.

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PROJECT | Trion - Mixed Use Commercial / Residential
LOCATION | 4 N. Federal Hwy
REQUEST | Site Plan Modification
FILE# | SP-03-15MOD2
For more information, please visit our website http://daniabeachfl.gov/Public-Hearings or call (954) 924-6800 x 3643.
NOW LEASING

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 (Print Name), am an individual over the age of 18 years old and

(CHECK APPLICABLE SPACE)

_____ I am the property Owner,

OR

X I am a representative of the property owner(s), 4 N. Federal Dania LLC and _____, for property located at 4, 10, 16, 20 N Federal Hwy, 6, 105 E. Dania Beach Blvd, 10, 14 NE 1 Ave (the "Property"), and this sworn statement pertains to the application for Site Plan Modification, relating to Petition number SP-03-15MOD2 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 April 28, 2012020, 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 April 28, 2020

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.

COMPLETE COUNT ADVISORY COMMITTEE MEMBERSHIP
Friday, May 01, 2020

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
Charlotte Sloboda 2905 Lakeshore Drive Dania Beach, FL 33312 954-559-5473 csloboda@bellsouth.net	September 10, 2019	July 30, 2019 through October 31, 2020	Lewellen
Bishop G. Emerson Scott St. Ruth Missionary Baptist Church 145 NW 5th Avenue Dania Beach, FL 33004 954-922-2529 garyescott@me.com	February 25, 2020	July 30, 2019 through October 31, 2020	Lewellen
Sherica Brown 405 South Federal Highway Dania Beach, FL 33004 240-778-7280 Alt. 240-778-7280 shazzamautospa@gmail.com	November 12, 2019	July 30, 2019 through October 31, 2020	Odman
			Odman
			Brandimarte
			Brandimarte
Mia Kelava 3901 SW 54th Street Dania Beach, FL 33312 954-702-7404 miakelava@outlook.com	April 28, 2020	July 30, 2019 through October 31, 2020	Harris
			Harris
Jeffery Roberson 106 SW 5th Court Dania Beach, FL 33004 754-304-3661 Alt. 954-674-1082 Jroberson58@gmail.com	October 7, 2019	July 30, 2019 through October 31, 2020	James
			James

CREATIVE ARTS COUNCIL ADVISORY BOARD MEMBERSHIP
Tuesday, February 18, 2020

Name/Address Phone Number	Date Appointed	Term	Appointment
Henriette Kitte Arnold 101 SE 3rd Avenue, #504 Dania Beach, FL 33004 954.303.3498 hkitte@aol.com	January 10, 2017	November 2016 through November 2020	Brandimarte
		November 2016 through November 2020	Harris
Lilli Schipper 716 SE 3rd Court Dania Beach, FL 33004 954-347-7402 lilli@lillirachel.com	January 14, 2020	November 2018 through November 2022	Lewellen
Roseprimevere Jacques 501 E Dania Beach Boulevard, 3J Dania Beach, FL 33004 954.261.4325 jroseprimevere@gmail.com	September 23, 2019	November 2018 through November 2022	Odman
Heather Holmes 43 SE 12th Street Dania Beach, FL 33004 754.802.4217 JohnHeatherHolmes@gmail.com	December 10, 2019	November 2016 through November 2020	James
			Ad Hoc Committee
			Ad Hoc Committee

CREATIVE ARTS COUNCIL ADVISORY BOARD MEMBERSHIP
Tuesday, February 18, 2020

Name/Address Phone Number	Date Appointed	Term	Appointment
Laura Lombardo 1401 NW 10th Street, Apt. South Dania Beach, FL 33004 954.258.1985 Laurarosey17@gmail.com	February 16, 2019	February 16, 2019 through February 16, 2021	Ad Hoc Committee
Sandy Goldberg 421 SE 10th Street, #105 A Dania Beach, FL 33004 954.290.3909 flygirlphoto@aol.com	March 20, 2018	March 20, 2018 through March 20, 2020	Ad Hoc Committee
Linda Wilson 1547 Adams Street Hollywood, FL 33020 954.929.8712 lb_wilson@bellsouth.net	May 16, 2017	May 16, 2017 through May 16, 2019	Ad Hoc Committee
Tony Walsh 235 SE 9th Street Dania Beach, FL 33004 904.252.1118 TWalshArts@aol.com	February 16, 2019	February 16, 2019 through February 16, 2021	Ad Hoc Committee
Rose Lizana Dania Beach Press P.O. Box 128 Dania Beach, FL 33004 954.925.4227 daniapress@aol.com	July 16, 2012 July 16, 2013	July 16, 2013 through July 16, 2014	Associate Member 1 Year Term
Executive Director of the Dania Beach Chamber of Commerce Randie Shane P.O. Box 1017 Dania Beach, FL 33004 954.926.2323 rshane@daniabeachchamber.org	NA	NA	Associate Member

CREATIVE ARTS COUNCIL ADVISORY BOARD MEMBERSHIP
Tuesday, February 18, 2020

Name/Address Phone Number	Date Appointed	Term	Appointment
President of the Dania Beach Paul DeMaio Friends of the Library Linda Wilson	NA	NA	Associate Member
President of the Dania Beach Tourism Council Joe Van Eron 1500 S.W. Second Ave. Dania Beach, FL 33004-4209 954.925.6935 Cell: 954.383.5548 info@visitdaniabeach.com	NA	NA	Associate Member
Dania Beach Improvement Committee Representative Patricia Hart 954.922.8179 Cell: 954.895.8179 pbubbahart@bellsouth.net	NA	NA	Associate Member
Director of the City Parks and Recreation Department Eric Brown, Director 100 W. Dania Beach Blvd. Dania Beach, FL 33004 954.924.6800 x3730 ebrown@daniabeachfl.gov	NA	NA	Associate Member
City of Dania Beach CRA Economic Development Manager Deandre Spradley 100 W. Dania Beach Blvd. Dania Beach, FL 33004 954.924.6801 x3667 dspradley@daniabeachfl.gov	NA	NA	Associate Member
Don Mizell 187 NE 6 Ct. Dania Beach, FL 33004 310.343.3547 dmaceco@gmail.com	February 2013	NA	Honorary Member

CREATIVE ARTS COUNCIL ADVISORY BOARD MEMBERSHIP
Tuesday, February 18, 2020

Name/Address Phone Number	Date Appointed	Term	Appointment
Carolyn Jones 722 SW 3rd Street P.O. Box 1242 Dania Beach, FL 33004 954.920.0727 Cj2002@bellsouth.net	March 2016	NA	Honorary Member

GENERAL EMPLOYEES PENSION BOARD
MEMBERSHIP
Wednesday, January 15, 2020

Name/Address Phone Number	Date Appointed	Term	Position
		June 22, 2018 through June 22, 2020	Commission Appointment
Luis G. Rimoli 902 Natures Cove Road Dania Beach, FL 33004 954-927-7161 954-478-0653 luis@stagedrightevents.com	February 26, 2019	March 22, 2019 through March 22, 2021	Commission Appointment
Adam Segal City of Dania Beach 100 W. Dania Beach Boulevard Dania Beach, FL 33309 954-924-6800 x 3620 asegal@daniabeachfl.gov	May 23, 2017	Open	Commission Appointment (Finance Director or Designee)
Leo Williams 8761 NW 10th Street Pembroke Pines, FL 33024 954-651-5031 leosupt@aol.com	May 2, 2018	June 21, 2018 through June 21, 2021	Employee Elected
Corinne Lajoie, Chair 3546 Coco Lake Drive Coconut Creek, FL 33073 954-651-5016 954-924-6805 x3704 corichurch.lajoie@gmail.com	August 14, 2019	June 21, 2019 through June 21, 2022	Employee Elected

GREEN ADVISORY BOARD
MEMBERSHIP
Wednesday, January 15, 2020

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
		November 2018 through November 2022	Odman
Alexandra Hiley 1450 SE 3rd Avenue, Apt. 303 Dania Beach, FL 33004 603-769-0824 alexandrahiley@gmail.com	June 25, 2019	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
Laura Lombardo 1401 NW 10th Street, Apt. South Dania Beach, FL 33004 954-258-1985 Laurarosey17@gmail.com	January 14, 2020	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)

POLICE & FIRE PENSION BOARD
MEMBERSHIP – 4 Year Terms
Tuesday, January 14, 2020

Name/Address Phone Number	Date Appointed	Term	Position
Carolyn Jones 722 SW 3rd Street Dania Beach, FL 33004 954-920-0727 Home 754-323-3033 Work	April 15, 2019	March 2019 through March 2023	9th Member Selected by Board Secretary
David Nuby, Jr. 401 SW 12 Avenue P.O. Box 1214 Dania Beach, FL 33004 954-275-2579 754-321-2320 Work davidnuby@aol.com	February 26, 2019	March 2019 through March 2023	Commission Appointment
Rae Sandler 1433 Argonaut Isle Dania Beach, FL 33004 954-649-0396 raesandler@bellsouth.net	February 26, 2019	March 2019 through March 2023	Commission Appointment
Dean Harley 606 NW 8 Street Dania Beach, FL 33004 513-652-5140 dharleyoh@gmail.com	February 26, 2019	March 2019 through March 2023	Commission Appointment
		March 2019 through March 2023	Commission Appointment
Todd Lleras 8001 NW 125 Terrace Parkland, FL 33076 954-274-8333 Cell 954-775-0769 Home tlleras@gmail.com	April 15, 2019	March 2019 through March 2023	Fire Department Employee

POLICE & FIRE PENSION BOARD
MEMBERSHIP – 4 Year Terms
Tuesday, January 14, 2020

Name/Address Phone Number	Date Appointed	Term	Position
Todd Neal, Vice Chairman 500 SW Siesta Way Stuart, FL 34994 772-341-4704 Cell tneal44@gmail.com	April 15, 2019	March 2019 through March 2023	Fire Department Employee
Larry Rogers, Chairman 317 SE 5th Street Dania Beach, FL 33304 954-393-9061	April 15, 2019	March 2019 through March 2023	BSO & Dania Beach Employee Retiree
Richard Tarrant 9213 Arborwood Circle Davie, FL 33328 Rich.Tarrant@comcast.com	April 15, 2019	March 2019 through March 2023	Police Department Retiree

CITY OF DANIA BEACH

OFFICE OF THE CITY MANGER

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

MEMORANDUM

Date: May 12, 2020

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

I have included key flyers and back up information to share with you and our community as well.

Identifying savings in our current Budget and preparing our proposed Fiscal Year 2021 Budget has commenced. See our proposed 2021 Budget Schedule. Additionally, for our second meeting in May, I will be bringing some opportunities for budgetary savings, via consolidation of positions and/or deferred hiring of vacant positions.

Please find approximate calculations of revenue losses per the included report from our Finance Director. We will be proposing to schedule a workshop with you to have a dialogue on the specifics of what it all means post June 1st, after we receive the numbers from the Property Appraisers office.

Census 2020 will continue to be an all hands on deck effort using all means of communication to our residents.

The additional bulk trash pick-up for our residents is being coordinated by Public Services for the end of the month of May. All means of communication will be used to inform our community of this additional benefit for them.

I am working with the Executive Director of our Chamber of Commerce, as well as the Marketing Director of Dania Pointe, in an effort to engage our business community as we move forward with re-opening Dania Beach/the next phase of progressing safely and responsibly. I am working closely with our Parks Director, HR Director, and the Managers Covid-19 Task Force as we plan for everything from new Summer Camp/Childcare initiatives to staff game plan,

phasing into returning physically to work, and combining with telework and several possible hybrids. Thinking outside the box for the benefit and the safety of our residents and our employees is our number one goal, as we continue to focus on service delivery, responsiveness, accessibility and all means to assist.

The Adopt-A-Box food distribution event will take place this Friday May 8th at 9:00 a.m. at the Dania Beach Casino. We are extremely proud that we raised $20 thousand for this most worthy and noble endeavor. We exceeded our goal and 800/ 25lb family boxes will be distributed on a first come, first serve basis.

On May 22nd at 9:00 a.m. at the Dania Beach Casino, we will be working with Farm Share on another food distribution for our community.

Working with the Division of Unclaimed Properties via the office of Florida's Chief Financial Officer, they have identified approximately 30 accounts that will be of value to our City. We will have the details in regards to this upcoming appropriation within the next couple of weeks.

City of Dania Beach Finance Department
Updates for 5/12/20 City Commission Meeting

Tentative Budget Calendar

April 29	Distribute Budget Instructions, Budget Calendar, Capital Project Requests, and Organization Charts to Dept. Heads for budget request preparation
	Finance to open New World Systems budget module for input (must use detail transaction-entry)
May 11	Organization Charts and FY2021 position requests due
May 18	5-year Capital Project and Capital Purchase request forms due to Finance
May 26	Department Directors finalize input of FY 2021 Operating and Capital Budget Requests; includes revenue estimates for Community Development and Recreation
June 8	Finance complete review of Staffing and Capital Projects/Purchase Requests and input into LOGOS
	Department Directors to submit department narrative to Finance
Week of June 15	City Manager's meetings with Departments; preliminary balancing of Proposed Budget and draft Budget Message
July 1	Property Appraiser releases Certification of Taxable Value
July 5	Finalize and distribute draft budget book to City Commission
July 21	Budget Workshop with City Commission
July 28	Set tentative millage and proposed assessment rates and certify to Property Appraiser
mid-August	Second budget workshop (if necessary)
Monday September 14 7:00pm	First Budget Public Hearing; adoption of tentative millage rate; adoption of final assessment rates
September 17	Advertise Final Public Hearing
Thursday September 24 7:00pm	Final Public Hearing; adopt FY 2021 budget and millage Rate

City of Dania Beach Finance Department
Updates for 5/12/20 City Commission Meeting

Revenue Loss Projections – Through Fiscal Year End (9/30/2020)

- **General Fund ($1.5 million)**
  - Local Option Gas Taxes – (25%, $162k) decline in consumption of motor fuel
  - Electricity Utility Taxes and Franchise Fees – (5%, $225k) decline in usage; more lag than other streams
  - Water Utility Taxes – (11%, $96k) decline in usage, primarily businesses
  - Gas/Propane Utility Taxes (minimal impact)
  - Planning & Zoning / Application Fees – (20%, $96k) decline in P&Z activity
  - State Revenue Sharing – (10%, $93k) decline in consumption of motor fuel / overall spending driving sales tax
  - Half-Cent Sales Tax – (10%, $231k) decline in overall spending driving sales tax
  - Seminole Gaming Compact Revenue – (20%, $65k) due to closing casinos
  - Recreation/Facility Rental Fees – (30%, $63k) lack of recreation programming
  - Interest Earnings – (25%, $245k) due to lowering fed funds rate
  - Dania Casino Slot Machine Proceeds – (33%, $209k) due to closing casinos
  - Interfund Transfers (from Special Revenue/Enterprise Funds) – no amounts yet; considering possibility

- **Building Permit Fund ($1 million)**
  - Permit and Inspection Fees – (20%) decline in permitting activity

- **Water Fund ($500,000)**
  - Water Service Charges – (10%) decline in consumption
  - Interest Earnings – (25%) due to lowering fed funds rate

- **Sewer Fund ($500,000)**
  - Sewer Service Charges – (10%) decline in consumption
  - Interest Earnings – (25%) due to lowering fed funds rate

- **Stormwater Fund ($50,000)**
  - Interest Earnings – (25%) due to lowering fed funds rate

- **Parking Fund ($450,000)**
  - Beach Parking Fees – (25%, $375k) beach closed
  - Parking Fines – (25%, $50k) beach closed
  - Interest Earnings – (25%, $25k) due to lowering fed funds rate

- **Pier Fund ($250,000)**
  - Rental Income – (50%, $200k) anticipate issues with lease payments
  - Pier Admission/Merchandise Sales – (25%, $50k) pier closed

- **Marina Fund ($100,000)**
  - Rental Income – (10%) marina vacancies due to economic impact

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH
OFFICE OF THE CITY MANAGER

MEMORANDUM

DATE: May 12, 2020

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

FROM: Candido Sosa-Cruz, Assistant City Manager

Candido Sosa-Cruz

Digitally signed by Candido Sosa-Cruz
DN: cn=Candido Sosa-Cruz, o=City of Dania Beach, ou, email=csosacruz@daniabeachfl.gov, c=US
Date: 2020.05.06 13:04:13 -04'00'

SUBJECT: Extra Bulk Waste Collection Service – May 2020

The far ranging and impactful effects of the Coronavirus (COVID-19) pandemic heavily affected the city's bulk waste service for much of April, with almost unprecedented volumes being set out for collection. Many of the city's residents, who were following the City, State and County stay-at-home/stay safe orders stayed at home for longer than normal periods of time and engaged in additional activities such as home projects, cleaning out storage space, trimming vegetation, and other activities which generated additional bulk waste.

City streets that typically represent six or eight bulk waste piles placed along property frontages have recently been generating twice as many piles. Consequently, collection trucks were filled to capacity much faster during the route, necessitating more frequent returns to the disposal site. This added travel time was a huge detriment to the operation, and made the full completion of routes extremely challenging.

As a result of the above routes were not fully completed on a couple of occasions during the middle of April, but remaining piles were quickly removed and disposed of the next morning. Bulk waste piles that remain in place for prolonged periods pose a public health and safety risk. Specifically, negative impacts include:

-Bulk piles attract rodents and insects; they can generate unpleasant odors.
-Bulk piles can pose pedestrian and driver safety risks depending on size and placement location.
Bulk piles are unsightly and detract from the aesthetics of neighborhoods.

To minimize these instances, Public Services worked closely with the city's waste collection contractor (Waste Management) during April to address the increased bulk waste volumes. Additional trucks were assigned to routes, and city crews also assisted on some days to augment the operation's capacity.

A very important additional step to ensure that bulk collection routes do not fall behind again in May is to provide one additional collection day in the month for every household.

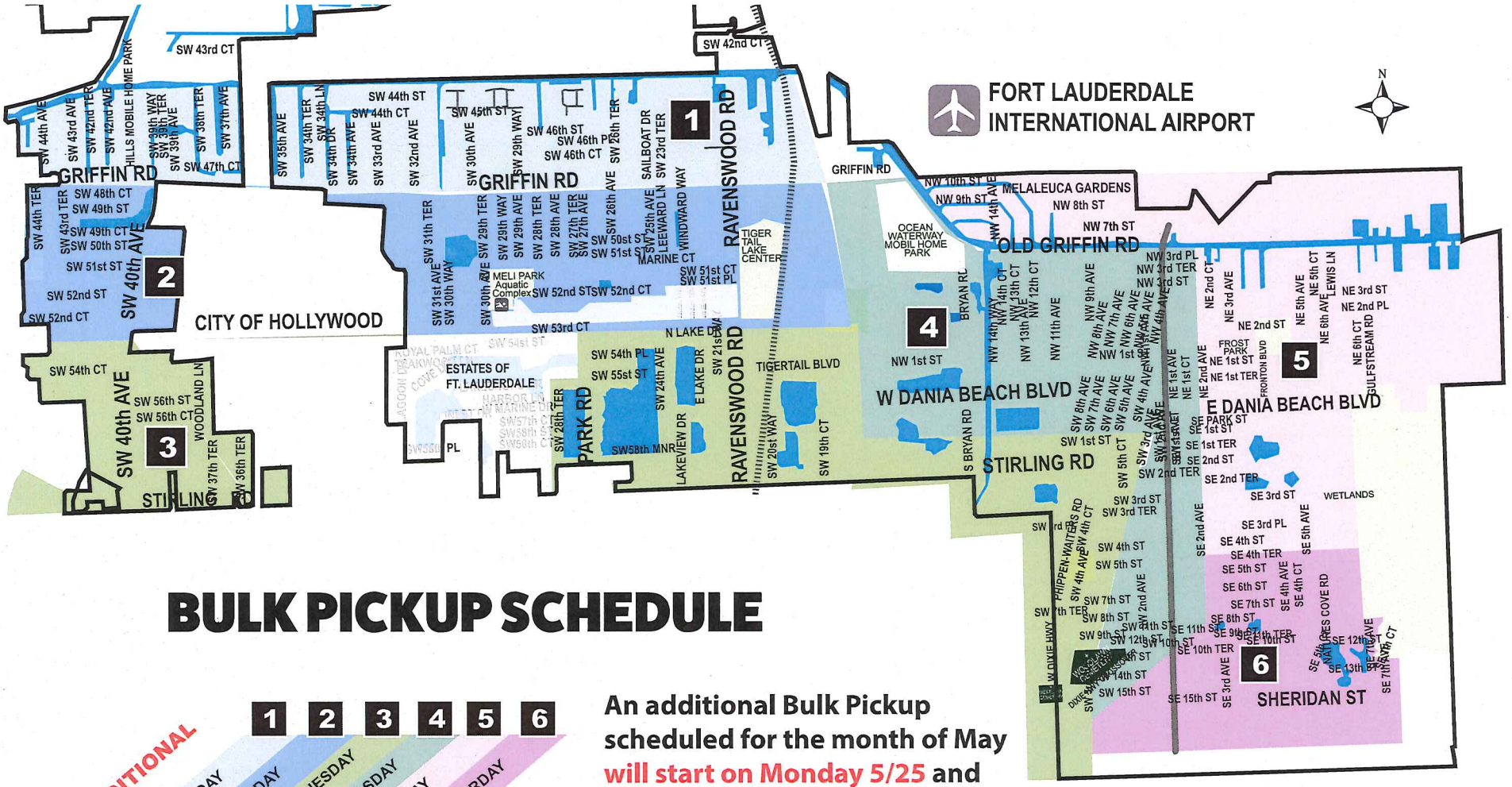
In addition to keeping up with all routes during the month, it will also provide residents with an opportunity to better prepare for the coming hurricane season starting June 1st. Residents can take advantage of this additional pickup by trimming trees and vegetation on their property.

The extra bulk pickup service will be provided starting **the week of Monday, May 25th, and going through Saturday May 31st, bulk collection will be provided just like the regular route, with each section of the city being serviced on the same day it would on the regularly scheduled service.**

Financial Impact

Based on the $170 per ton disposal fee and projected collection volume for the extra service, the cost of this measure is expected to be in the range of $25,000 to $35,000 depending on volume.

ADDITIONAL BULK PICKUP IN MAY



BULK PICKUP SCHEDULE

	1	2	3	4	5	6
ADDITIONAL	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
MAY	11	12	13	14	15	16
MAY	**25**	**26**	**27**	**28**	**29**	**30**
JUNE	8	9	10	11	12	13
JULY	13	14	15	16	17	18
AUGUST	10	11	12	13	14	15
SEPTEMBER	14	15	16	17	18	19
OCTOBER	12	13	14	15	16	17
NOVEMBER	9	10	11	12	13	14
DECEMBER	14	15	16	17	18	19

TINTED AREAS ARE PICKED UP ON THEIR RESPECTIVE DAYS

An additional Bulk Pickup scheduled for the month of May will start on Monday 5/25 and follow the same schedule as the regular bulk waste service.

Remember Hurricane Season starts June 1st.

As part of your regular hurricane season preparedness and maintenance, cut back all trees and weak branches. Pruning is vital to hurricane damage prevention.

For more information, please call 954-924-6800

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

DANIA BEACH

The 2020 census will count **every person** (including children) who lives in the United States. And they need **YOUR** help!

$ IT'S IMPORTANT

The census helps the government decide how to spend **$675 billion.** The more people who are counted in our community, the more money we will get for schools, hospitals, roads, and other important programs.

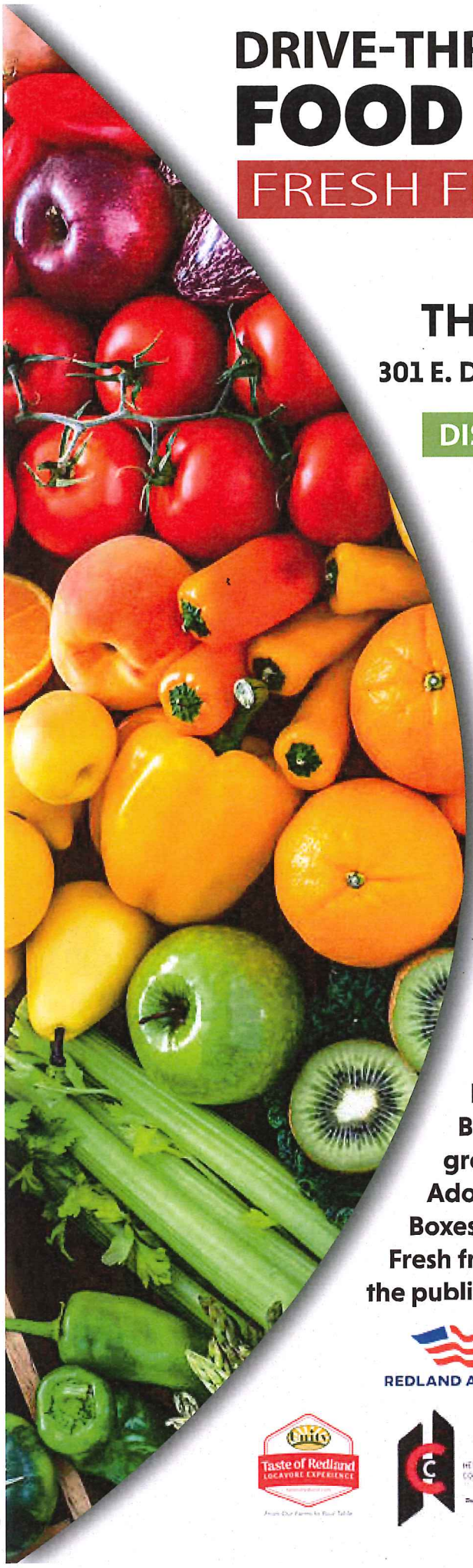
IT'S SAFE

All of the information you give will be protected and **will NOT** be shared with law enforcement or immigration.

IT'S EASY

The census is **short** and **fast.** You can do it **online**, on the **phone** or by filling out a **paper form. call 1-844-330-2020.**

Complete your census today at my2020census.gov



DRIVE-THRU FOOD DISTRIBUTION

FRESH FRUIT & VEGETABLES

DANIA BEACH
SEA IT. LIVE IT. LOVE IT

FRIDAY, MAY 8 @ 9 AM

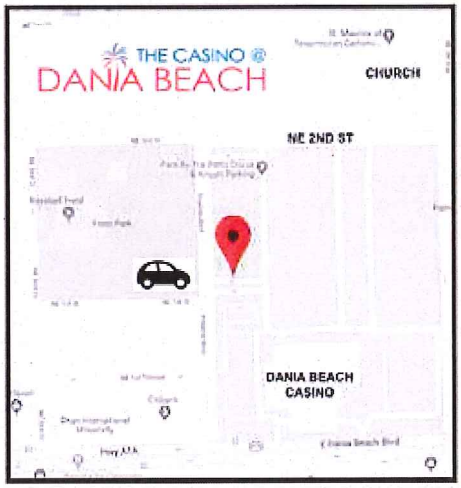
THE CASINO AT DANIA BEACH

301 E. DANIA BEACH BLVD, FRONTON BLVD GATE ENTRANCE

DISTRIBUTING 25lb BOXES TO FEED 800 FAMILIES

FIRST COME, FIRST SERVED

ONE BOX PER VEHICLE ONLY



PLEASE REMAIN IN YOUR CAR AND OPEN THE TRUNK WHEN IT IS YOUR TURN.

DRIVE -THRU ONLY

NO WALK UPS

In an effort to assist Florida's agricultural communities to financially survive one of their most challenging times in history, and at the same time feed South Florida/Dania Beach Families who are in need, a consortium of various groups has come together to support a program titled Adopt-a-Box.

Boxes will be filled with a variety of local Redland-Raised and Fresh from Florida fruits and vegetables and distributed free to the public.

REDLAND AHEAD

THE CASINO @ DANIA BEACH

DANIA POINTE
DINE · SHOP · PLAY · LIVE · WORK · STAY

Bob Shapiro

The José Milton Family

Taste of Redland
LOCAVORE EXPERIENCE

HISPANIC COMMERCE COALITION

United Property Management®
"Paying attention to every detail"

Dunlap & Associates

30 YEARS 1989-2019 cap

RYAN & RYAN, LLC

DANIA BEACH
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CITY OF DANIA BEACH
FINANCE DEPARTMENT
MEMORANDUM

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

FROM: Adam Segal, Assistant Finance Director DFA-19-029

DATE: May 6, 2020

SUBJECT: Monthly Business Tax Licensing

Manager,

Per your request attached hereto is the Monthly Business Tax Receipt report reflecting new businesses.

DANIA BEACH
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Business Listing Report

Business Start Date 04/01/20 - 04/30/20
Report By Business Name

Business	Licensee	Address	Phone	Extension	Start Of Business	End Of Business
AUTOZONE #5164	AUTOZONE #5164	3151 GRIFFIN RD, DANIA BEACH, FL 33312	(954) 266-6270		04/01/2020	
DANIA LIVE 1748 II LLC	DANIA LIVE 1748 II LLC	101 BRYAN RD, DANIA BEACH, FL 33004	(516) 869-9000		04/20/2020	
DANIA LIVE 1748 LLC	DANIA LIVE 1748 LLC	140 S COMPASS WAY, DANIA BEACH, FL 33004	(516) 869-9000		04/20/2020	
PAOLO'S 3'S COMPANY	3'S COMPANY INC	242 E DANIA BEACH BLVD, Dania Beach, FL 33004	(954) 921-4970		04/28/2020	

Businesses 4