



TOWN OF DAVIE

Davie Town Hall: 6591 Orange Drive, Davie, Florida 33314 Phone: (954) 797-1000

REGULAR MEETING

MAY 2, 2007

7:00 PM

1. **PLEDGE OF ALLEGIANCE**

2. **ROLL CALL**

3. **OPEN PUBLIC MEETING**

4. **APPROVAL OF CONSENT AGENDA**

Minutes

4.1 February 21, 2007 (Regular Meeting)

4.2 March 7, 2007 (Regular Meeting)

Resolutions

4.3 **AGREEMENT** - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF AGREEMENT TO MODIFY BULK WATER AND SEWAGE USER AGREEMENT BETWEEN THE TOWN OF DAVIE AND FERNCREST UTILITIES TO PROVIDE BULK WATER AND SEWAGE SERVICE; AND PROVIDING AN EFFECTIVE DATE. (tabled from March 7, 2007)

4.4 **CONSULTING SERVICES** - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, SELECTING THE FIRM OF AON CONSULTING, INC. TO PROVIDE HEALTH INSURANCE CONSULTANT SERVICES AND AUTHORIZING THE TOWN ADMINISTRATOR OR HIS DESIGNEE TO NEGOTIATE AN AGREEMENT FOR SUCH SERVICES. (tabled from April 18, 2007)

4.5 **BID** - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, ACCEPTING THE BIDS FOR FIRST AID SUPPLIES AND EQUIPMENT. (lowest bidder - \$120,000)

4.6 **BID** - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO ACCEPT THE BID RECOMMENDATION FOR ASPHALT RECREATIONAL TRAIL OVERLAY. (United Underground Contractor Corp. - \$15,000)

4.7 **CONTRACT** - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH GEOGRAPHIC TECHNOLOGIES GROUP FOR GIS SERVICES.

- 4.8 **CONTRACT EXTENSION** - A RESOLUTION OF THE TOWN OF DAVIE FLORIDA, APPROVING AN EXTENSION OF THE CONTRACT BETWEEN THE TOWN AND KEMP GROUP INTERNATIONAL CORPORATION FOR SCHOOL CROSSING GUARDS FOR THE POLICE DEPARTMENT. (\$250,000)
- 4.9 **AGREEMENT** - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT FOR A REGIONAL BIOSOLIDS MANAGEMENT AND PLANNING STUDY BETWEEN THE CITY OF PLANTATION BROWARD COUNTY, CITY OF FORT LAUDERDALE, CITY OF MARGATE AND TOWN OF DAVIE. (\$100,000)
- 4.10 **AGREEMENT** - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE TOWN OF DAVIE TO ENTER INTO AN AGREEMENT BETWEEN THE HISTORY OF CHIVALRY AND THE TOWN OF DAVIE FOR THE RENTAL OF THE BERGERON RODEO GROUNDS FOR A PROFESSIONAL MEDIEVAL KNIGHT COMPETITION. (\$750 arena rental fee)
- 4.11 **AGREEMENT** - A RESOLUTION OF THE TOWN OF DAVIE AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE AN INTERLOCAL AGREEMENT WITH BROWARD COUNTY FOR THE ACQUISITION, IMPROVEMENT, OPERATION AND MANAGEMENT OF THE DAVIE FARM PARK (OS-133); AND AUTHORIZING THE EXECUTION AND FILING OF A DECLARATION OF RESTRICTIVE COVENANTS FOR THE SITE.
- 4.12 **MANAGEMENT PLAN** - A RESOLUTION OF THE TOWN OF DAVIE PROVIDING THAT THE TOWN WILL PROGRAM THE OBLIGATIONS SET FORTH WITHIN THE CONCEPTUAL PARK MANAGEMENT PLAN FOR THE DAVIE FARM PARK (OS-133), INTO THE TOWN'S 5-YEAR CAPITAL IMPROVEMENTS PROGRAM WITHIN TWO YEARS.
- 4.13 **QUIT CLAIM DEED** - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR AND TOWN ADMINISTRATOR TO ACCEPT A QUIT CLAIM DEED FOR RIGHT-OF-WAY FROM D & L INVESTMENT PROPERTIES, INC.; AND PROVIDING FOR AN EFFECTIVE DATE.
- 4.14 **EXPENDITURE** - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE EXPENDITURE OF LAW ENFORCEMENT TRUST FUNDS IN THE AMOUNT OF \$3,620.00 (PLUS ASSOCIATED SHIPPING AND HANDLING COSTS) FOR THE PURCHASE OF GUN HOLSTERS FOR THE DAVIE POLICE DEPARTMENT'S PLAIN CLOTHES OFFICERS AND DETECTIVES. (National Law Enforcement Distributors, Inc.)

- 4.15 **PLAT - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING A PLAT KNOWN AS THE “STONE BRIDGE ESTATES” AND AUTHORIZING THE MAYOR AND TOWN CLERK TO ACKNOWLEDGE THE APPROVAL BY AFFIXING THE MAYOR’S SIGNATURE AND THE TOWN SEAL TO SAID PLAT; AND PROVIDING AN EFFECTIVE DATE.** (P 3-2-06, Stone Bridge Estates Plat, SW 26 Street and Flamingo Road) (tabled from April 4, 2007) **[see related items 4.18 and 6.2]** *Planning and Zoning Board recommended approval subject to the understanding that the Board was not making a judgment on the appropriateness of the SW 26 Street access*

Temporary Use Permits

- 4.16 TU 3-2-07, Commerce Bank, 5997 Stirling Road (construction trailer)
4.17 TU 4-1-07, Young at Art, 11584 W State Road 84 (children’s festival)

Quasi-Judicial Consent Agenda

- 4.18 MSP 11-2-05, Stone Bridge Estates, SW 26 Street and Flamingo Road (AG) **[see related items 4.15 and 6.2]** (tabled from April 4, 2007) **03/13/07** - *Site Plan Committee recommended approval based on the seven items left over from the last meeting and the following: 1) that the applicant provide tree wells or retaining walls as required for the trees which were to remain and which the applicant would build around; 2) that the entrance road would not have any driveways connected onto it (just for that length of road that comes from Flamingo Road down to the loop); 3) check with Central Broward Water Control District on the berm and drainage easement; 4) add the sidewalk on the west side of the entrance road that enters the loop; 5) add 2x4 wood barricades for tree protection on all trees slated to remain on the tree landscape plan; 6) have a minimum Code black vinyl chain-link fence that separates the recreation trail from the site to be constructed before land development and to have gates from each lot into that pedestrian trail; 7) that the sheet L-1, dated 3/6/07 mitigation, will be done before the first certificate of occupancy is issued at this project; 8) that the southern property line and a portion of the western property line be cleaned up and the fence repaired (clean up is defined as removing the “invasive and exotics” on the applicant’s property and those that have fallen onto the applicant’s property); 9) that on each of the seven southern lots and when the landscaping was installed for the house that was being built, that four Oak trees 14-feet tall, be planted on each of those lots in addition to the Code requirement; and 10) that if the Central Broward Water Control District does not grant the variances that are needed, return to show the revisions to the Committee; **02/06/07** - Site Plan Committee tabled to March 13, 2007, subject to meeting with the Town’s Urban Forester and Ms. Lee in order to walk the site and assess the buffer issue as well as label trees as discussed; subject to the Development Review Agency’s [Committee’s] comments; subject to staff’s recommendations; and the following provisions: 1) exclude the ten-foot buffer at the northeast corner entrance from lot ‘2’ and adjust the square footage of that lot accordingly; 2) install pavers or stamped concrete across the road to delineate the horse trail crossing with a fence and bollards installed to prevent motor vehicles from*

accessing the horse trail; 3) add a fence in addition to the hedge between the horse trail and the lots in the northern section at the time of lot construction so people do not incorporate the horse trails into their backyards; 4) site plan approval will be required for each individual house; 5) change the horse trail surface to stabilized sod; 6) provide a perimeter hedge along the buffer on Flamingo Road; and 7) continue the recreational trail coming from the northern boundary line along the west side of the entrance road until it reaches the sidewalk.

5. DISCUSSION OF CONSENT AGENDA ITEMS

6. PUBLIC HEARING

Ordinances - Second and Final Reading

6.1 **REZONING** - AN ORDINANCE OF THE TOWN OF DAVIE, FLORIDA, APPROVING REZONING PETITION ZB 12-2-04, CHANGING THE CLASSIFICATION OF CERTAIN LANDS WITHIN THE TOWN OF DAVIE FROM MH-10, MOBILE HOME DISTRICT TO RM-10, MEDIUM DWELLING DISTRICT; AMENDING THE TOWN ZONING MAP TO COMPLY THEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. (ZB 12-2-04, Colonnade Construction Group/Ponderosa Development, Inc., 4701 and 4631 SW 73 Avenue) (tabled from February 7, 2007) *Planning and Zoning Board recommended denial* **{Approved on First Reading on January 17, 2007. The vote was as follows: Mayor Truex - yes; Vice-Mayor Crowley - yes; Councilmember Caletka - no; Councilmember Paul - no; Councilmember Starkey - yes}**

6.2 **REZONING** - AN ORDINANCE OF THE TOWN OF DAVIE, FLORIDA, APPROVING REZONING PETITION ZB 11-1-05, CHANGING THE CLASSIFICATION OF CERTAIN LANDS WITHIN THE TOWN OF DAVIE FROM AG, AGRICULTURAL DISTRICT TO R-1, ESTATE DWELLING DISTRICT; AMENDING THE TOWN ZONING MAP TO COMPLY THEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. (ZB 11-1-05, Rhon Ernest-Jones Consulting Engineers/Nichols Associates, Ltd., southwest corner of Flamingo Road and SW 26 Street) (tabled from April 4, 2007) **[see related items 4.15 and 4.18]** *Planning and Zoning Board recommended approval* **{Approved on First Reading on April 4, 2007 subject to Central Broward Water Control District review; tree survey and relocation, protection from vehicle on radius; decorative guardrail around water body; redesigning lot 6 because of oak trees; stone-walk along bridge; bonding for trees; brick pavers; revised plat for review. All voted in favor}**

Ordinances - First Reading (Second and Final Reading to be held May 16, 2007)

6.3 **CODE AMENDMENT** - AN ORDINANCE OF THE TOWN OF DAVIE, FLORIDA AMENDING THE TOWN CODE OF ORDINANCES TO REPLACE THE TERM "OCCUPATIONAL LICENSE" WITH "BUSINESS TAX"; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

- 6.4 **CODE AMENDMENT - AN ORDINANCE OF THE TOWN OF DAVIE, FLORIDA, AMENDING CHAPTER 2, ARTICLE V, BOARDS AND COMMITTEES OF THE CODE OF ORDINANCES, ADDING A NEW SECTION 2-77 TO AUTHORIZE CANCELLATION OF BOARDS/COMMITTEES MEETINGS WHEN NO ITEMS ARE ON THE BOARDS/COMMITTEES' CURRENT AGENDA OR WHERE THE BOARDS/COMMITTEES MEETING'S START TIME IS DELAYED MORE THAN THIRTY (30) MINUTES DUE TO A LACK OF QUORUM; PROVIDING FOR INCLUSION IN THE TOWN CODE; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

7. APPOINTMENTS

- 7.1 Mayor Truex
- 7.1.1 Senior Citizen Advisory Committee (one exclusive appointment - term expires April 2008) (members shall be a minimum 60 years of age)
- 7.1.2 Water and Environmental Advisory Board (one exclusive appointment; term expires April 2008) (insofar as possible, one member shall be a licensed engineer)
- 7.1.3 Youth Education and Safety Advisory Board (one exclusive appointment - term expires April 2008) (members shall, whenever possible, have interest and expertise in law enforcement, elementary school instruction, education matters, child psychology, pediatric medicine, parenthood and grandparenthood)
- 7.2 Vice-Mayor Caletka
- 7.2.1 Planning and Zoning Board/Local Planning Agency (one exclusive nomination; term May 26, 2007 to May 21, 2006) (member must be a resident and qualified voter; **nominations require Council approval**)
- 7.3 Councilmember Luis
- 7.3.1 Airport Advisory Board (two exclusive appointments; terms expire December 2007)
- 7.4 Councilmember Starkey
- 7.4.1 Airport Advisory Board (two exclusive appointments; terms expire December 2007)
- 7.4.2 Mobile Home Task Force (one exclusive appointment - representing a mobile home park owner/manager)

7.5 Unsafe Structures Board (two non-exclusive appointments; terms expire April 2009) (members shall be permanent resident or have their principal place of business within the Town's jurisdiction) (one appointment shall be a plumbing contractor and one appointment shall be a real estate property manager)

8. OLD BUSINESS

8.1 Municipal Attorney Survey Information

9. NEW BUSINESS

9.1 Airport Attorneys/Consultant's Scope of Work and Budget

10. MAYOR/COUNCILMEMBER'S COMMENTS

11. TOWN ADMINISTRATOR'S COMMENTS

12. TOWN ATTORNEY'S COMMENTS

13. ADJOURNMENT

ANY PERSON WISHING TO APPEAL ANY DECISION MADE BY THIS BOARD OR COMMITTEE WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING OR HEARING WILL NEED A RECORD OF THE PROCEEDINGS, AND, FOR SUCH PURPOSES, 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 MADE.

Persons with disabilities requiring accommodations in order to participate should contact the Town Clerk at 954-797-1023 at least five business days prior to the meeting to request such accommodations. If you are hearing or speech impaired, please contact the Florida Relay Service by using the following numbers: 1-800-955-8700 (voice) or 1-800-955-8771 (TDD).

TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Barbara McDaniel, MMC, Assisatnt Town Clerk (954) 797-1023

PREPARED BY: Barbara McDaniel, MMC, Assisatnt Town Clerk

SUBJECT: February 21, 2007 Minutes

AFFECTED DISTRICT: N/A

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: February 21, 2007 (Regular Meeting)

REPORT IN BRIEF: Council minutes from the February 21, 2007 Council meeting

PREVIOUS ACTIONS: n/a

CONCURRENCES: n/a

FISCAL IMPACT: not applicable

Has request been budgeted? n/a

RECOMMENDATION(S): Motion to approve

Attachment(s): Minutes

**TOWN OF DAVIE
REGULAR MEETING
FEBRUARY 21, 2007**

1. PLEDGE OF ALLEGIANCE

The meeting was called to order at 6:30 p.m. and was followed by the Pledge of Allegiance.

2. ROLL CALL

Present at the meeting were Mayor Truex, Vice-Mayor Crowley, Councilmembers Caletka, Starkey and Paul (arrived at 7:00 p.m.). Also present were Town Administrator Shimun, Town Attorney Cherof, and Assistant Town Clerk McDaniel recording the meeting.

Mayor Truex stated staff requested that item 4.6 be tabled to March 22, 2007.

Vice-Mayor Crowley made a motion, seconded by Councilmember Starkey, to table item 4.6 to March 22, 2007. In a voice vote, with Councilmember Paul being absent, all voted in favor. (Motion carried 4-0)

Mayor Truex announced that item 3.2, a presentation by the Police Athletic League, needed to be added to the agenda.

Vice-Mayor Crowley made a motion, seconded by Mayor Truex, to add. In a voice vote, with Councilmember Paul being absent, all voted in favor. (Motion carried 4-0)

Mayor Truex asked why items 4.32 and 4.33 were being added as walk-on items instead of scheduling them for the next meeting. Mr. Shimun said the items were time sensitive.

Vice-Mayor Crowley made a motion to add item 4.32 to the agenda.

Councilmember Starkey wanted to know why item 4.32 was time sensitive, as she had just received the information. Mayor Truex seconded the motion to add the item to the agenda and indicated that the item could be discussed at the time it came up.

In a voice vote, with Councilmember Caletka dissenting and Councilmember Paul being absent, all voted in favor. (Motion carried 3-1)

Vice-Mayor Crowley made a motion, seconded by Mayor Truex, to add item 4.33. In a voice vote, with Councilmember Paul being absent, all voted in favor. (Motion carried 4-0)

3. PRESENTATIONS

3.1 FAU Hometown Tour -Vice-President Joyanne Stephens

Ms. Stephens gave a PowerPoint presentation describing the growth and activities at FAU in the past 18 years and the planned expansion. She invited Council to contact her at any time. Councilmember Starkey thanked Ms. Stephens for the partnerships she had provided for schools and teachers.

3.2 Police Athletic League

Pete Baucums described the boxing program and asked for help and support for the program.

Donna Evans explained that the League also had a life skills program for teens, Cub Scouts and Girls Scouts, homework assistance, the Human Urban Growth [HUG] program, basketball programs, horseback riding, ballet, and Young at Art programs.

Mark Riveria, CEO of Cherpi Company, described the programs his company provided at PAL.

Ira Goldberg, BSO Officer and PAL basketball coach, thanked the Town for its support, and announced that they now had three teams, and would travel to Tampa for the Nationals this year.

Bernie Weiner, former director of the Miami Beach PAL and Sergeant of Arms for the National PAL, discussed a program Jacksonville used to help fund their PAL whereby a \$1 per hour surcharge was added to police officers' off-duty details. He explained over \$400,000 had been raised the first year the program was instituted. Mr. Weiner said he was also working to obtain NFL monies.

4. APPROVAL OF CONSENT AGENDA

Minutes

- 4.1 November 1, 2006 (Regular Meeting) (tabled from February 7, 2007)
- 4.2 November 15, 2006 (Regular Meeting)
- 4.3 November 30, 2006 (Special Meeting)

Resolutions

- 4.4 **AGREEMENT - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA**
R-2007-53 AUTHORIZING THE MAYOR AND THE TOWN ADMINISTRATOR TO AMEND THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF DAVIE AND EDSA FOR THE REGIONAL ACTIVITY CENTER (RAC) MASTER PLAN; PROVIDING FOR AN AMENDED SCOPE OF SERVICE TO COMPLETE SAID MASTER PLAN; PROVIDING FOR A FEE SCHEDULE AND PROJECT PHASING; AND TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURES TO SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. (tabled from February 7, 2007)
- 4.5 **AGREEMENT - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA,**
AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF AGREEMENT TO MODIFY BULK WATER AND SEWAGE USER AGREEMENT BETWEEN THE TOWN OF DAVIE AND FERNCREST UTILITIES TO PROVIDE BULK WATER AND SEWAGE SERVICE; AND PROVIDING AN EFFECTIVE DATE. (tabled from February 7, 2007)
- 4.6 **AGREEMENT - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA,**
AUTHORIZING THE MAYOR TO EXECUTE A LEASE AMENDMENT TO AN EXISTING LEASE AGREEMENT BETWEEN THE TOWN OF DAVIE AND AMERICAN TOWER CONCERNING THE MONOPOLE TELECOMMUNICATIONS TOWER LOCATED AT 3600 FLAMINGO ROAD; AND PROVIDING FOR AN EFFECTIVE DATE. (tabled from February 7, 2007)
- 4.7 **CONTRACT EXTENSION - A RESOLUTION OF THE TOWN OF DAVIE,**
R-2007-54 FLORIDA, APPROVING AN EXTENSION OF THE CONTRACT BETWEEN THE TOWN AND AMERICAN COACH LINES OF MIAMI, INC. FOR BUS TRANSPORTATION SERVICES. (\$3,000 - senior programs; \$10,400 - summer programs; and \$16,250 - Summer Daze program)
- 4.8 **CONTRACT EXTENSION - A RESOLUTION OF THE TOWN OF DAVIE,**
R-2007-55 FLORIDA, APPROVING AN EXTENSION OF THE CONTRACT BETWEEN THE TOWN AND SUNSHINE AFTER SCHOOL CHILD CARE, INC. TO RENT DAVIE PINE ISLAND MULTIPURPOSE CENTER FOR AFTER SCHOOL, EARLY RELEASE DAYS, SCHOOL DAYS OFF, WINTER BREAK AND SPRING BREAK AND EXTENDED SUMMER DAY CARE PROGRAMS. (\$4,750 revenue)

- 4.9
R-2007-56 **CONTRACT EXTENSION** - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING AN EXTENSION OF THE CONTRACT BETWEEN THE TOWN OF DAVIE AND THE SOUTH BROWARD SOFTBALL UMPIRES ASSOCIATION, INC. FOR A PERIOD OF ONE YEAR FOR ADULT AND FAST PITCH SOFTBALL OFFICIALS. (\$18,000/year)
- 4.10
R-2007-57 **CONTRACT** - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH WILLIAMS PAVING CO., INC. TO CONSTRUCT HIATUS ROAD AT ORANGE DRIVE TURN LANE IMPROVEMENTS. (\$909,898)
- 4.11
R-2007-58 **AGREEMENT** - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN SADDLEBROOK @ DAVIE HOA, INC. AND THE TOWN OF DAVIE POLICE DEPARTMENT FOR TRAFFIC CONTROL AND AUTHORITY TO ENTER PREMISES.
- 4.12
R-2007-59 **AGREEMENT** - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE TOWN OF DAVIE FIRE RESCUE TO ENTER INTO AN AGREEMENT WITH THE SCHOOL BOARD OF BROWARD COUNTY (SBBC) TO ALLOW ADULT STUDENTS TO PARTICIPATE IN EMERGENCY MEDICAL SERVICE (EMS) FIELD CLINICALS
- 4.13
R-2007-60 **AGREEMENT** - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO ENTER INTO A REVOCABLE LICENSE AGREEMENT WITH BROWARD COUNTY FOR THE INSTALLATION OF A SPECIAL AIR MONITORING DEVICE AT FIRE STATION 91 AND AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURES TO SUCH DOCUMENT.
- 4.14
R-2007-61 **AGREEMENT** - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF HEALTH TO STORE CHEMICAL ANTIDOTE KITS KNOWN AS CHEMPACKS AND AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURES TO SUCH DOCUMENT.
- 4.15
R-2007-62 **GRANT** - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE APPROPRIATE TOWN OFFICIAL TO ENTER INTO AN APPLICATION WITH BROWARD COUNTY TO ACCEPT A GRANT FROM BROWARD COUNTY AND THE URBAN AREAS INITIATIVE (UASI) WITH THE FINANCIAL ASSISTANCE FROM THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY IN THE AMOUNT OF \$37,800.00 AND AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURES TO SUCH DOCUMENT.

- 4.16
R-2007-63 **BID** - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, ACCEPTING BID NUMBER E106020B2 AWARDED BY BROWARD COUNTY TO EVERGLADES FARM EQUIPMENT FOR GENERATORS (NON-SHELTERED MARKET) UTILIZING GRANT FUNDING FROM THE EMERGENCY MANAGEMENT, PREPAREDNESS AND ASSISTANCE TRUST FUND TO PURCHASE A PORTABLE GENERATOR. (\$36,504)
- 4.17
R-2007-64 **PURCHASE** - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE PURCHASE OF SIX (6) AUTOPULSE, AUTOMATIC CHEST COMPRESSION DEVICES (ACCD) AND RELATED ACCESSORIES FROM ZOLL MEDICAL CORPORATION UNDER A STATE OF FLORIDA EMS MATCHING GRANT (\$98,835.00).
- 4.18
R-2007-65 **EXPENDITURE** - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE EXPENDITURE OF LAW ENFORCEMENT TRUST FUNDS NOT TO EXCEED \$14,000.00 FOR THE PURCHASE OF NEW FIREARMS FROM SIGARMS TO REPLACE OBSOLETE EQUIPMENT AND REPLACE WITH NEW ADVANCED EQUIPMENT FOR THE TOWN OF DAVIE POLICE DEPARTMENT.
- 4.19
R-2007-66 **DELEGATION** - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING A DELEGATION REQUEST TO CHANGE THE RESTRICTIVE NOTE ON THE PLAT KNOWN AS THE “NEW TOWN COMMERCE CENTER,” AND PROVIDING AN EFFECTIVE DATE. (DG 1-1-07, 4041 SW 47 Avenue)
- 4.20
R-2007-67 **PLAT** - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING A PLAT KNOWN AS THE “SADDLE BRIDGE” AND AUTHORIZING THE MAYOR AND TOWN CLERK TO ACKNOWLEDGE THE APPROVAL BY AFFIXING THE MAYOR’S SIGNATURE AND THE TOWN SEAL TO SAID PLAT; AND PROVIDING AN EFFECTIVE DATE. (P 9-1-05, Saddle Bridge, generally located on the south side of Griffin Road between SW 76 Avenue and SW 78 Avenue) [see related items 4.30 and 6.5] *Planning and Zoning recommended denial*
- 4.21
R-2007-68 **PLAT** - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING A PLAT KNOWN AS THE “YOHIMBEE ESTATES” AND AUTHORIZING THE MAYOR AND TOWN CLERK TO ACKNOWLEDGE THE APPROVAL BY AFFIXING THE MAYOR’S SIGNATURE AND THE TOWN SEAL TO SAID PLAT; AND PROVIDING AN EFFECTIVE DATE. (P 6-1-06, Yohimbee Estates, 6125 SW 59 Court) *Planning and Zoning recommended approval*
- 4.22
R-2007-69 **AGREEMENT** - A RESOLUTION OF THE TOWN OF DAVIE, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE METROPOLITAN CENTER AT FIU AND CARRAS COMMUNITY INVESTMENT INC., TO UNDERTAKE PLANNING, RESEARCH, AND POLICY DEVELOPMENT RELATED TO THE TOWN’S AFFORDABLE HOUSING CRISIS AND THE IMPACT OF MOBILE HOME REDEVELOPMENT ON DAVIE RESIDENTS, AND SERVE AS THE TOWN’S FACILITATOR FOR DAVIE’S MOBILE HOME TASK FORCE. (not budgeted - \$45,000)

4.23
R-2007-70 **EXPENDITURE - A RESOLUTION OF THE TOWN OF DAVIE FLORIDA AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE TOWN OF DAVIE AND BROWARD COUNTY FOR THE EXPENDITURE OF FY 2003/04 AND FY 2004/05 FEDERAL HOME INVESTMENTS PARTNERSHIP PROGRAM (HOME) FUNDS IN THE TOTAL AMOUNT OF \$312,704 TO PROVIDE FOR CLOSING COSTS AND DOWN PAYMENT ASSISTANCE TO FIRST-TIME HOMEBUYERS EARNING 80%< OF THE ANNUAL MEDIAN INCOME LEVEL.**

4.24
R-2007-71 **MOBILE HOME TASK FORCE - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, CREATING A TASK FORCE FOR THE STATED PURPOSE OF STUDYING AND RECOMMENDING SOLUTIONS TO THE AFFORDABLE HOUSING PROBLEMS WITHIN THE TOWN OF DAVIE WHICH ARE EXACERBATED BY THE DISPLACEMENT OF MOBILE HOME RESIDENTS.**

4.25
R-2007-72 **EXPENDITURE - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE EXPENDITURE OF LAW ENFORCEMENT TRUST FUNDS IN THE AMOUNT OF \$11,575.00 FOR THE PURCHASE OF POWER DMS SOFTWARE FROM INNOVATIVE DATA SOLUTIONS FOR SOFTWARE MANAGEMENT OF THE DAVIE POLICE DEPARTMENT'S GENERAL ORDERS.**

Temporary Use Permits

- 4.26 TU 12-1-06, Regency Square Parcel A, 4765 SW 148 Avenue (construction trailer)
- 4.27 TU 1-1-07, Saint David's Catholic Church, 3900 South University Drive (two carnivals)
- 4.28 TU 1-2-07, Grif's Western, Inc., 6211 Orange Drive (outside sales event)
- 4.29 TU 1-3-07, Burkhard's Tractor & Equipment, Inc., 4180 South University Drive (sales event)

Quasi-Judicial Consent Agenda

4.30 CMSP 9-2-05, Saddle Bridge, Griffin Road, east of University Drive (Griffin Road Corridor) [see related items 4.20 and 6.5] *Site Plan Committee recommended - 09/26/06 - approval subject to staff comments and the following additional comments: 1) regarding the bridge over the lake, the applicant will provide a detail of the bridge to add to the plans, that four column posts will be added, one in each corner of the bridge with post lighting to add lighting to the bridge, and the detail will include the stone as described at this meeting; 2) add lighting details to the plans as far as lighting fixtures for the community which had not been provided at this meeting; 3) on the office/retail/commercial building, revise the openings and roof design to increase the enclosure of both stairways and add additional Bahamas shutters for closures; 4) on the office/retail/commercial building the decorative roof brackets need to be coordinated in order to be consistent with the rendering; 5) on the residential units, correct the rendering to reflect that the doors on the street side near the garages are to match the plans which show the door in front and not on the side; 6) add a crosswalk between buildings five and eight; 7) on the commercial building, create a "sign band" area for all the retail spaces which will be accomplished by raising the canopy and addressing the scoring designs to provide for that; and 8) the developer would work with staff to come up with a development agreement similar to Willow Grove as to the*

timing and completion of the commercial structure; 01/23/07 - the Committee would like the old site plan back with two-story townhouses and 40,000 square-feet of commercial, and if it could be done without access onto 76th Avenue, they had no objections

- 4.31 SP 2-1-06, EFFCU - Lakeside Town Shops, northeast corner of Stirling Road and University Drive (CC) *Site Plan Committee recommended approval subject to the staff report and the staff's recommendation number one and the following conditions: 1) that the awning colors are maintained as shown; 2) that the applicant substitute the "High Rise Live Oaks" with Live Oaks and substitute the Madagascar Olives with Cassia Surattensis; 3) that the parking and main drive isles maintain a minimum lighting of three-foot candles and other areas may exceed three-foot candles; and 4) minimize the size of the air conditioning screens and revisit the location of units*

Items to be added

- 4.32 A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING A REQUEST FOR MITIGATION OF CODE COMPLIANCE LIENS IN CASE NO. 03-733 & CASE NO. 04-764 FROM \$354,500.00 IN AMOUNT TO \$20,000.00 AND PROVIDING AN EFFECTIVE DATE. (Puello)

- R-2007-73 4.33 A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE TOWN ADMINISTRATOR TO REQUEST THE RETURN OF \$275,000 FROM ALLIANZ LIFE INSURANCE COMPANY OF NORTH AMERICA; AND PROVIDING FOR AN EFFECTIVE DATE.

Councilmember Caletka pulled items 4.12, 4.26, 4.31 and 4.32 from the Consent Agenda. Councilmember Starkey pulled items 4.4, 4.5, 4.10, 4.22 and 4.24. Councilmember Paul pulled items 4.20 and 4.30. Mayor Truex pulled item 4.33.

Councilmember Starkey made a motion, seconded by Mayor Truex, to approve the Consent Agenda less items 4.4, 4.5, 4.10, 4.12, 4.20, 4.22, 4.24, 4.26, 4.30, 4.31, 4.32 and 4.33. In a voice vote, all voted in favor. (Motion carried 5-0)

5. DISCUSSION OF CONSENT AGENDA ITEMS

4.22 Shirley Taylor-Prakelt, Housing and Community Development Director, explained that the moratorium [item 6.1] would allow time to study the affordable housing crisis in Davie, which had been exacerbated by the proposed redevelopment of mobile home parks. Item 4.22 allowed for the creation of a task force that would study the issue. Ms. Taylor-Prakelt indicated that she had provided a list of individuals who had expressed interest in serving on this task force from which Council could select their appointments.

Ms. Taylor-Prakelt recommended that the Town contract with an agency to serve as a neutral facilitator to take the task force through the process and develop solutions. Pursuant to this, she had created an RFP and selected Carras Community Investment as the most qualified candidate. Mr. Cherof explained to Mayor Truex asked that the agreement in item 4.22 complied with the Town's bid procedure.

Councilmember Paul asked where the funds for this were located, since it had not been budgeted. Mr. Shimun said that funds would need to be identified. Assistant Town Administrator Ken Cohen noted that in the budget process, monies had been set aside for unfunded issues and these funds could be used with no impact on the budget. Councilmember Starkey thought they had set aside monies for the affordable housing workshop, and felt they should also pursue grant funds.

Councilmember Caletka made a motion, seconded by Vice-Mayor Crowley, to approve. In a voice vote, all voted in favor. (Motion carried 5-0)

4.24 Mayor Truex advised that in Section 1 of the resolution, he wanted mobile homes specifically mentioned. Ms. Taylor-Prakelt said this was intended, and agreed to add. Councilmember Starkey wanted the item to name affordable, attainable and workforce housing, and the impact of mobile home park redevelopment. In Section 4, instead of specifying that the task force would meet every month, Mayor Truex felt it should indicate “not less than monthly.” Regarding membership, Mayor Truex wanted a quorum of the task force to be based upon its total membership, in the event they could not make all 12 appointments. Councilmember Caletka suggested including the language “or their designee” to allow appointed representatives to be selected to serve on the task force.

Councilmember Starkey made a motion, seconded by Mayor Truex, to approve item 4.24 with the corrections to Sections 1 and 4. In a voice vote, all voted in favor. (Motion carried 5-0)

4.4 Councilmember Starkey was concerned that some of these issues were relevant in light of the mobile home park study.

Pete Witchen, Chair of the Regional Activity Steering Committee, asked to withdraw the affordable housing element of the Regional Activity Center Master Plan. Mayor Truex asked for a breakdown of the costs. Mr. Witchen informed Council that Exhibit B would be reduced by \$47,000.

Kona Gray, representing EDSA, said they recommended ERA Research Associates to conduct the economic development portion of the study. He explained they had issued a request for proposal and three of the six participants had responded.

Councilmember Paul thought it was important that the studies overlap, since the task force was specifically addressing mobile home issues, and felt they should “have more eyes on this than just the task force.” Mr. Witchen said they wanted to see the results of the study to avoid duplicating the task force’s efforts. Councilmember Starkey said her concern had been that a Regional Activity Study might be in conflict with the task force goals. Mr. Cohen said they were withdrawing it now in order to determine the parameters of the task force study regarding affordable housing, and it was possible that later, they would supplement this.

Mr. Witchen confirmed for Vice-Mayor Crowley that the cost for the economic development study was \$35,000.

Vice-Mayor Crowley made a motion, seconded by Councilmember Starkey, to approve the \$35,000 fund for the EDS study. Mr. Witchen noted there was an additional \$15,000 administrative expense component that must be added to the motion, and Vice-Mayor Crowley amended his motion to include this. In a voice vote, all voted in favor. (Motion carried 5-0)

4.5 Sam Poole explained that there was an error in the memo and asked that the item be tabled.

Vice-Mayor Crowley made a motion, seconded by Councilmember Paul, to table to the next meeting. In a voice vote, all voted in favor. (Motion carried 5-0)

4.10 Councilmember Starkey said they had been working on traffic calming for three years, and wondered why it was not included in this contract. Mr. Cohen explained that these items could not be bid together because one must be completed first, and each would take more than three months, which was the limit for locking in a price. When this was half completed, they would bid the second so it could be started as soon as this was complete.

Vice-Mayor Crowley made a motion, seconded by Mayor Truex, to approve. In a voice vote, all voted in favor. (Motion carried 5-0)

4.12 Councilmember Caletka said he would recuse himself on this item because he was a school board employee.

Vice-Mayor Crowley made a motion, seconded by Mayor Truex, to approve. In a voice vote, with Councilmember Caletka abstaining, all voted in favor. (Motion carried 4-0)

Mr. Cherof explained that determining a conflict of interest was at the discretion of the Councilmember. If a Councilmember was unsure, he or she should consult with the Florida Commission on Ethics.

4.26 Councilmember Caletka asked the applicant when he thought the project would be complete and the trailer removed. Michael Fellgiano, representing the applicant, said the trailer would be on the property approximately six months.

Mayor Truex felt they must specify a length of time, instead of tying the trailer's presence to the certificate of occupancy. He encouraged staff to adopt this practice in future. Planning and Zoning Manager Bruce Dell agreed.

Vice-Mayor Crowley made a motion, seconded by Mayor Truex, to approve, with a timeframe of 12 months for the trailer to remain. In a voice vote, all voted in favor. (Motion carried 5-0)

4.31 Mr. Cherof read the rules of evidence and swore in the witnesses.

Councilmembers disclosed communications they had regarding this item. Town Engineer Larry Peters summarized the staff report.

David Roberts, representing the applicant, offered to address any questions Council had. Councilmember Caletka said a citizen had asked if a traffic study had been performed. Mr. Roberts believed that traffic studies were done for the development in the past. Mr. Dell said this out lot was approved as part of the larger project. Councilmember Caletka wanted traffic specifics, and Mr. Dell agreed to provide these at a later date. He noted that this would have been a component of the master site plan approval.

Vice-Mayor Crowley remembered discussions Council previously had regarding road improvements, an additional traffic light and a crosswalk that were included as conditions of their approval of the master site plan. Mr. Peters said the traffic light would be installed after all of the parcels had received certificates of occupancy. He explained that after the parcels were complete, a traffic analysis would be done to determine if a traffic light was warranted.

Councilmember Paul was concerned that conditions Council included in their approvals were getting lost. Mr. Dell said that staff were developing an approval letter process to stipulate all of staff's and Council's conditions, and include an expiration date. He said that currently, Council's conditions were supposed to be added to the staff report, but he was not certain this was happening. Mr. Cherof said he had provided a model development order that included conditions for approval for staff to review. Conditions for approval became exhibits to the development order, which was a binding document.

Mr. Cherof opened the public hearing portion of the meeting.

Myrna Gallo felt people had been present wishing to speak on the item, but had left because it was pulled. Councilmember Paul explained that "pulled" meant the item would be discussed.

Mr. Cherof closed the public hearing.

Vice-Mayor Crowley made a motion, seconded by Mayor Truex, to approve including staff's and the Site Plan Committee's recommendations. In a roll call vote, the vote was as follows: Mayor Truex - yes; Vice-Mayor Crowley - yes; Councilmember Caletka - yes; Councilmember Paul - yes; Councilmember Starkey - yes. (Motion carried 5-0)

4.32 Councilmember Caletka requested this item be tabled to next meeting.

Code Compliance Official Daniel Stallone stated that sale of the property was pending for the end of the month, and the federal government was involved in actions related to civil forfeiture of the property. Estate attorneys had indicated that if this sale did not occur, the federal government would intercede, blocking the Town's ability to recover their fines on the property. The potential buyers had guaranteed a \$20,000 settlement fee. The mitigation amount was \$400,000 and the Town's lien was \$354,000. Mr. Stallone recommended trying to recover half the lien amount, approximately \$175,000.

Mr. Stallone informed Mr. Cherof that the parties had seemed committed to the \$20,000 offer, and reiterated the potential difficulties the Town may encounter in making any recovery because of the possible intervention of the federal government.

Vice-Mayor Crowley made a motion, seconded by Councilmember Caletka, to pursue the full \$354,000 lien amount. In a voice vote, with Mayor Truex dissenting, all voted in favor. (Motion carried 4-1)

4.33 Mr. Shimun explained that he had written a letter pursuant to Council's direction, and he needed to prove he was authorized by the Town to accept an offer.

Councilmember Paul made a motion, seconded by Mayor Truex, to approve. Councilmember Starkey suggested that all information on this item be added to the record. She asked if Mr. Cherof recommended this action, and Mr. Cherof indicated he did. In a voice vote, all voted in favor. (Motion carried 5-0)

4.20 and 4.30 These items were approved with conditions later in the meeting [see item 6.5].

6. PUBLIC HEARING

Ordinances - Second and Final Reading

2007-4 6.1 **MORATORIUM - AN ORDINANCE OF THE TOWN OF DAVIE, PROVIDING FOR A MORATORIUM ON THE ACCEPTANCE OF DEVELOPMENT APPLICATIONS FOR THE REDEVELOPMENT OF MOBILE HOME PARKS WITHIN THE CORPORATE LIMITS OF THE TOWN; PROVIDING FOR EXEMPTIONS; PROVIDING FOR VESTED RIGHTS; PROVIDING FOR APPEALS; PROVIDING FOR EXHAUSTION OF ADMINISTRATIVE REMEDIES; PROVIDING A TERM; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. {Approved on First Reading on January 17, 2007 - all voted in favor}**

Earlier in the meeting, Mr. Cherof read the ordinance by title.

Ms. Taylor-Prakelt announced that no mobile home park was exempt from the moratorium, noting that there was some confusion in the community due to an article in the newspaper.

Mayor Truex said he strongly supported the item and it appeared there was no one in attendance who opposed it. Councilmember Caletka and Vice-Mayor Crowley agreed, and wanted to move the item forward. Councilmember Starkey agreed, and said the overwhelming majority of residents in her district supported this.

Mayor Truex opened the public hearing portion of the meeting.

Frank Serra stated that the residents supported the moratorium and the task force. He asked that Council approve the ordinance and create the task force.

An unidentified man described problems he was experiencing relocating his mobile home, and the need to develop solutions to the problem.

Phillip Busey "strongly urged" Council to enact the moratorium. He asked Council to reconsider the redevelopment of the 73rd Avenue mobile home community that was approved on January 17th. He noted that the Planning and Zoning Board had recommended denial of that application.

Roy Adams noted the stress many residents experienced due to the increased costs of living, and suggested a longer moratorium. He asked how many applications there were for mobile park redevelopment, and Mayor Truex informed him that there was currently none.

Denver Edwards said she had been displaced after Hurricane Wilma, and now lived at Sunshine Village. She supported the moratorium and agreed with Mr. Adams that the extension should be longer. Ms. Edwards noted that the threat of redevelopment would prevent her from purchasing a mobile home.

Brenda Arenbuela explained that 31% of her third-grade class was in danger of losing their homes. She felt Council should do all they could to help mobile home dwellers keep their homes.

An unidentified woman felt the one-year moratorium was only a "bandage." She noted that builders tended to visit planning departments to discuss plans for properties they intended to purchase. The woman felt that if staff had warned developers away from plans to purchase and redevelop mobile home parks, developers would have moved on. She continued that new housing in Davie was almost exclusively luxury housing, and middle-income families were effectively priced out of this market. The woman asked Council to enact the moratorium.

Lisa Arbelo supported the moratorium and also remarked on the wonderful programs offered by the PAL.

An unidentified man presented a petition with 75 signatures in favor of the moratorium. He wanted the moratorium to include a prohibition against evicting mobile park residents. Mr. Cherof stated the ordinance could not prohibit evictions as this was pre-empted by State Statute.

Mr. Serra interpreted for a Spanish-speaking resident, explaining her experience living in a mobile park that had recently closed in Plantation. She asked for Council's help with the mobile park issues on behalf of everyone affected.

Scott Cristle said many people were concerned the moratorium would last only six months, and asked Council to enact the longest moratorium possible.

Janet Riley pointed out that Council was showing excellent leadership, and hoped others would follow.

An unidentified man said he had lived in Sunshine Village for 13 years and was looking forward to retirement. He thanked Council for their actions, but felt the moratorium should be longer. The man was concerned about allowing task force members to appoint designees, fearing that mobile park owners would "stack the thing with lawyers, and lawyers against homeowners is not a fair trade." He offered to serve on the task force. The man felt developers wanted to "bulldoze us to put up \$400,000 homes. If a person can afford \$400,000, they can go anywhere - we can't."

Jody Kastly supported the moratorium, but felt Council should go further. She remarked on a news story that someone had been compensated \$3,000 for lost luggage, and noted that her house was certainly worth more than that.

Myrna Gallo said they had been served eviction notices and had appealed. She offered to serve on the task force. Ms. Gallo noted that when homes were taken by eminent domain, homeowners were paid market value for their homes, and she felt mobile home owners should be offered the same.

Mitchell Chester said this was a "human rights issue" and thanked Council for addressing the problem. He urged the task force to contact county, state and federal officials for input and that they also consider unconventional solutions.

Another resident also felt the moratorium should last more than one year.

Claudia Moral remarked on how the high cost of living in the area necessitated her family's living in a mobile home. She asked Council to approve the moratorium.

Mayor Truex closed the public hearing.

Mr. Cherof clarified that the moratorium would automatically end after one year, but could be extended by Council if staff or the task force had not completed its work. This extension would also require an additional public hearing. Mr. Cherof said that the goal was to develop changes to the Town's Code that could be in place when the moratorium ended, eliminating the need for an extension.

Mayor Truex said it was important to include mobile park owners on the task force because they must all work together to address the problem. Councilmember Starkey agreed with the resident who was concerned about the task force containing too many lawyers as designees for the owners. She thought the designees should be residents or managers, not attorneys. Councilmember Paul reminded everyone that Council was appointing members of the task force, and could exercise their discretion.

Vice-Mayor Crowley remarked that this was a statewide problem, and urged residents to contact their state representatives. Councilmember Paul said the task force could invite state legislators to work with them to discuss changes to state statutes.

Vice-Mayor Crowley made a motion, seconded by Councilmember Starkey, to approve. In a roll call vote, the vote was as follows: Mayor Truex - yes; Vice-Mayor Crowley - yes; Councilmember Caletka - yes; Councilmember Paul - yes; Councilmember Starkey - yes. (Motion carried 5-0)

Councilmember Starkey made a motion, seconded by Vice-Mayor Crowley, to reconsider item 4.24 to defining the task force membership.

Councilmember Caletka agreed with Councilmember Paul that Council could use their discretion when appointing task force members. Vice-Mayor Crowley said they could discuss this subject under the appointment agenda items.

In a voice vote, the vote was as follows: Mayor Truex - no; Vice-Mayor Crowley - no; Councilmember Caletka - no; Councilmember Paul - no; Councilmember Starkey - yes. (Motion denied 4-1)

6.2 **VACATION - AN ORDINANCE OF THE TOWN OF DAVIE, FLORIDA,**
2007-5 **APPROVING VACATION PETITION VA 7-1-05 “THREE OAK BUSINESS CENTER”, VACATING PUBLIC RIGHT-OF-WAY AS SHOWN ON THE PLAT OF “DAVIE TROPICANA REPLAT”, AS RECORDED IN PLAT BOOK 165, PAGES 12, OF THE PUBLIC RECORDS OF BROWARD COUNTY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. (VA 7-1-05, Three Oaks Business Center, 5951 Orange Drive) *Planning and Zoning Board recommended approval* {**Approved on First Reading on January 17, 2007 - all voted in favor**}**

Mr. Cherof read the ordinance by title. Mr. Peters summarized the staff report.

Councilmember Paul asked what the Town would get in exchange for the right-of-way. Linda Strick, representing the applicant, said the property would now be subject to property taxes, and would be redeveloped and maintained as retention, landscaping, and a portion of the parking area.

Mayor Truex opened the public hearing portion of the meeting. As no one spoke, Mayor Truex closed the public hearing.

Vice-Mayor Crowley made a motion, seconded by Mayor Truex, to approve subject to staff and the Planning and Zoning Board’s recommendations. In a roll call vote, the vote was as follows: Mayor Truex - yes; Vice-Mayor Crowley - yes; Councilmember Caletka - no; Councilmember Paul - yes; Councilmember Starkey - yes. (Motion carried 4-1)

Ordinance - First Reading (Second and Final Reading to be held March 7, 2007)

6.3 **RELEASE - AN ORDINANCE OF THE TOWN OF DAVIE, FLORIDA, APPROVING A PETITION FOR THE RELEASE OF A CANAL RESERVATION AND ROAD RIGHTS-OF-WAY FOR THE NORTHEAST CORNER OF FLAMINGO ROAD AND ORANGE DRIVE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. (tabled from February 7, 2007)**

Mr. Cherof read the ordinance by title. Mayor Truex announced that a public hearing on the ordinance would be held on March 7, 2007.

Mayor Truex opened the public hearing and noted that the applicant was not present. Mr. Cherof indicated that the item could move forward and that Council would have the opportunity to compel statements at the second reading.

Vice-Mayor Crowley asked about specific rights-of-way. Mr. Dell explained that the applicant was requesting canal reservations and roads right of ways within their boundaries.

Mayor Truex recommended that the item be tabled until the applicant was present.

Vice-Mayor Crowley made a motion, seconded by Councilmember Paul, to table the item to the next meeting [March 22, 2007]. In a voice vote, all voted in favor. (Motion carried 5-0)

Resolutions

6.4 **LOCAL PROJECTS - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA,**
R-2007-74 **APPROVING THE SUBMISSION OF COMMUNITY BUDGET ISSUE REQUESTS TO THE FLORIDA LEGISLATURE AND APPROPRIATION REQUESTS TO THE U.S. CONGRESS TO SEEK SUPPORT FOR THE TOWN'S PRIORITY LOCAL PROJECTS.** (tabled from January 17, 2007)

Mr. Cherof read the resolution by title.

Mayor Truex opened the public hearing portion of the meeting. As no one spoke, Mayor Truex closed the public hearing.

Vice-Mayor Crowley made a motion, seconded by Councilmember Paul, to approve. In a roll call vote, the vote was as follows: Mayor Truex - yes; Vice-Mayor Crowley - yes; Councilmember Caletka - yes; Councilmember Paul - yes; Councilmember Starkey - yes. (Motion carried 5-0)

6.5 **FLEX ALLOCATION - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA,**
R-2007-75 **AUTHORIZING THE ALLOCATION OF RESIDENTIAL RESERVE UNITS TO THE "SADDLE BRIDGE" PLAT; AND PROVIDING FOR AN EFFECTIVE DATE.** (FX 9-1-05, Saddle Bridge, generally located on the south side of Griffin Road between SW 76 Avenue and SW 78 Avenue) [see related items 4.20 and 4.30] *Planning and Zoning recommended denial*

Scott Backus, representing Centerline Homes, had no objection to hearing items 4.20, 4.30 and 6.5 at the same time.

Mr. Backus reminded Council that he had presented the site plan in October, and then revised the site plan incorporating the suggestions made at that meeting. He described the changes made: doubling the commercial square footage; adding a second building; removing a lake from the site; reducing residential units by 20%; eliminating all access to SE 76th Avenue; moving development at least 500 feet from 76th Avenue, with a lake between the development and 76th Avenue; reducing all units to two stories; increasing the number of units with two-car garages; and increasing unit widths to 18 to 20 feet.

Mr. Backus said that the applicant had held another public participation meeting, which five members of the public attended, and the response had been "far more favorable."

Mr. Backus informed Vice-Mayor Crowley that the applicant was no longer requesting vacation of the 48th Avenue right-of-way. Mr. Backus said they were willing to widen the canal to the south to ensure the right-of-way could never be used for a road.

Mr. Dell informed Mayor Truex that fire access had been signed off as part of the Development Review Committee process.

Mr. Backus informed Councilmember Paul that each building contained six units, and each end unit had a two-car garage.

Vice-Mayor Crowley said residents were complaining about the lights on the signage on the parcel adjacent to this one. Mr. Backus said the lighting had been approved, but he would look into this.

Mr. Backus confirmed for Mayor Truex that they intended to build in one phase.

Mr. Cherof opened the public hearing portion of the meeting.

Tim McCarthy wanted the Council to be aware that his homeowner's association had been in the red for the past 16 months because Centerline had not paid what they were supposed to for the commercial building. The association was now forced to ask the homeowners for a special assessment to make up the difference.

Susan Coley Theodosio felt the new plan was more acceptable, but she was still concerned with the road behind the complex that might connect to University Drive. She asked what aeration would be provided to prevent the lake's becoming stagnant. Jonathan Keet, representing Centerline Homes, stated that the large lake should not require aeration, and it would be connected to the canal on the south side.

Valerie Bamford remarked that the new plan was much better than the old plan. She thought pavers should be included on all of the crosswalks and also recommended that the landscape berm be raised slightly.

Robert Stiegel, executive vice president of Centerline Homes, said they had been unaware of the issue Mr. McCarthy brought up. He said the management company had not billed the developer properly, and assured Mr. McCarthy that any shortfalls would be addressed. Mr. Stiegel agreed to consider the lighting issue and the pavers as well. Mr. Dell wanted it noted that stamped concrete could be used instead of pavers per DOT's request.

Ms. Theodosio wondered why the developer was building two more commercial properties next door to a commercial property that already had low occupancy.

Mr. Cherof closed the public hearing.

Council disclosed communications they had regarding this item.

Councilmember Paul noted that the flex allocation was required to build the residential units, and wanted to know why the Planning and Zoning Board had recommended denial. Mr. Backus explained that the Board wanted additional commercial units.

Mayor Truex wanted to be sure the project was built in one phase, and asked how the Certificate of Occupancy had been done for the last project. Mr. Stiegel said they were required to have the commercial building started prior to the issuance of the last residential Certificate of Occupancy. He asked that they be allowed to start the second building when the Certificate of Occupancy for the last residential building was issued. Mayor Truex said the Town might also request specifications regarding the lighting that were different from code.

Mr. Stiegel said the lighting at Willow Grove met Code, and they had provided shields for many of the lights. Mayor Truex asked that the same be done for this project. Mayor Truex felt the architectural style needed some work as well. Mr. Backus agreed to work with the Town on this.

Councilmember Starkey asked if the applicant would be willing to reduce light pursuant to a nighttime ordinance in the residential communities. She favored using the flex units along the Griffin Road corridor.

Councilmember Paul said the applicant had done a great job addressing the concerns. She was worried that the reduction in the number of units would mean the price of the units would increase. Mr. Stiegel said they had not priced the units as yet, but density usually did affect cost.

Vice-Mayor Crowley made a motion, seconded by Councilmember Starkey, to approve item 4.20 subject to the following: that construction take place in one phase; the second commercial building construction begins prior to the issuance of the Certificate of Occupancy for the last residential building; lighting be compliant with any Code changes or other additional mitigation requirements; pavers be included at 74th, 76th and 78th, subject to DOT; architectural style compliance; the canal widening to the north side of 48th; no access to 76th; compliance with the night sky ordinance; reduction of the right-of-way to approximately 10 feet; raising the landscaping berm; aeration of the lake; and a commitment to work with the Housing Director to make 15% of the units affordable. In a roll call vote, the vote was as follows: Mayor Truex - yes; Vice-Mayor Crowley - yes; Councilmember Caletka - yes; Councilmember Paul - yes; Councilmember Starkey - yes. (Motion carried 5-0)

Ms. Taylor-Prakelt advised that the current limit for affordable housing was \$229,000, but they targeted units to be in the \$169,000 to \$196,000 range. She stated that allowances were made for differences in interior grade surfaces and appliances to help keep the costs down, as well as waiving all Town fees [such as building permits] for the affordable units. Ms. Taylor-Prakelt agreed to work with the developer on this. Mr. Stiegel said there were many things that were usually considered to bring the prices down, but the last time they were before Council, things seemed to be “moving in the opposite direction.” Mr. Stiegel said once they had a site plan, they would price the units at the best price possible. Mayor Truex said if they would agree to work with staff toward attaining 15% affordable units, and agree that they had no rights unless the Town Council signed off on it, he would approve the project.

Ms. Taylor Prakelt said “workforce” housing targeted those making “80 - 120% as credit-worthy buyers,” and they had determined that these individuals could afford no more than \$229,000. The lower end of this spectrum was in the \$196,000 range. She explained that there was a deed restriction on the affordable units that they would remain affordable for 10 years. The County requirement was for 50 years.

Vice-Mayor Crowley made a motion, seconded by Councilmember Starkey, to approve item 4.30 with the same conditions. In a roll call vote, the vote was as follows: Mayor Truex - yes; Vice-Mayor Crowley - yes; Councilmember Caletka - yes; Councilmember Paul - yes; Councilmember Starkey - yes. (Motion carried 5-0)

Mr. Cherof read the resolution for item 6.5 by title.

Vice-Mayor Crowley made a motion, seconded by Councilmember Starkey, to approve item 6.5 subject to the same conditions as items 4.20 and 4.30. In a roll call vote, the vote was as follows: Mayor Truex - yes; Vice-Mayor Crowley - yes; Councilmember Caletka - yes; Councilmember Paul - yes; Councilmember Starkey - yes. (Motion carried 5-0)

Quasi-Judicial Items

6.6 **SPECIAL PERMIT** - SE 2-2-06, Laystrom and Voight/Iryn Farm, LLC, 5241 SW 82 Avenue (CF) (for a private equestrian facility with a trailer to be used as an office) (tabled from February 7, 2007) *Planning and Zoning Board recommended approval subject to the following stipulations: 1) the temporary use permit is for 18 months; 2) no commercial use; 3) no access from 82 Avenue; 4) no more than 16 horses to be stabled; 5) no audio equipment; 6) security lighting only; and 7) practice best method for horse manure disposal*

Council disclosed communications they had regarding this item. Mr. Peters summarized the planning report.

John Voight, representing the applicant, clarified the address and indicated that it was not possible to access 82nd from the property. He explained that the CF zoning was from a former owner who intended to build a church, but had sold off parcels of the property instead.

Mr. Voight continued that this owner wanted to be able to offer riding therapy for his disabled son and his classmates. To access the property from 82nd, the owner had put gravel down, and a neighbor had complained to Code Compliance, who cited the owner for the horses in the CF zoning district, the unpermitted trailer, and the gravel dumping. At the Special Master hearing, staff informed the owner that he needed to file the special permit application for the horses, and an engineering permit for the gravel. The application was filed in February 2006, the Development Review Committee (DRC) meeting was in June 2006, and public participation meetings were held in August, however, no residents attended. Mr. Voight explained that some residents had attended the Planning and Zoning Board meeting, and their suggestions were incorporated into the Board’s approval.

Avio Batley, the owner, explained that he wanted to use the property for horse therapy and noted that there was an easement on 82nd Avenue that could be used in the future. He agreed to all the Planning and Zoning Board's recommendations during the temporary use.

Mr. Cherof opened the public hearing portion of the meeting.

Myrna Gallo wondered if the CF designation could not just be rescinded, since the horse stable predated that designation. Councilmember Paul noted that the special permit procedure was less costly and time consuming than the zoning change procedure.

Councilmember Paul suggested that they grant the permit for 4 years instead of 18 months.

Mr. Cherof closed the public hearing.

Councilmember Paul made a motion, seconded by Vice-Mayor Crowley, to approve the special permit subject to all Planning and Zoning conditions, for four years. In a roll call vote, the vote was as follows: Mayor Truex - yes; Vice-Mayor Crowley - yes; Councilmember Caletka - yes; Councilmember Paul - yes; Councilmember Starkey - yes. (Motion carried 5-0)

6.7 **SPECIAL PERMIT** - SE 11-01-06, Point West Center - I/AN Imports on Weston Road, Inc., 4050 Weston Road (BP) (to allow outdoor storage of vehicles) (tabled from February 7, 2007) *Planning and Zoning Board recommended approval subject to a temporary special permit for 12 months subject to Town's Code Enforcement or other Town representative taking a visual observation of the site to look for any oil spills that may be hazardous and for the applicant to clean up any of those spills before proceeding with the installation of the mulch; and that the applicant accepts the conditions made by the Development Review Committee and will continue to comply with those conditions*

Heidi Davis, representing the applicant, stated that the request was to allow temporary parking of cars on property adjacent to the Maroone dealership for 12 months while a parking lot was constructed. She distributed copies of their explanation of how the request met all of the criteria to Council. Ms. Davis stated that the applicant agreed with staff's findings, and had addressed all of the DRC comments. They had also agreed to conduct an environmental assessment, the results of which she distributed. The results of this assessment were that "no further assessment appeared warranted at this time." Ms. Davis asked Council to approve the project.

Ms. Davis acknowledged that the applicant had been parking cars in this area for years, and there was a Code Compliance case against the property. Mayor Truex asked if there was a penalty for seeking the permit after the use had commenced. Mr. Dell stated that seeking the permit was part of the compliance process.

John Wishinsky explained to Councilmember Paul that the soil samples were collected from approximately six inches below grade, and no cars had been parked there when the samples were taken.

Mr. Cherof informed Councilmember Starkey that the Special Master had allowed the applicant time to secure the permit as a means to comply the property.

Councilmember Paul felt there should be a bond to cover any environmental issues that could arise during construction. She also wanted soil testing repeated after the parking lot was completed. Mr. Wishinsky said that based on the results of the tests already done, a visual inspection would be sufficient when the work was complete. He added that "the probability that contamination could be transported down to the groundwater based on what we saw at the surface is miniscule, maybe nonexistent."

Vice-Mayor Crowley made a motion, seconded by Councilmember Caletka, to approve.

Councilmember Paul reiterated her request for a bond, and asked Vice-Mayor Crowley to include the requirement for a \$60,000 bond in his motion. Ms. Davis asked what the \$60,000 would be for. Councilmember Paul said it would be for "the study that we don't know what our people are going to request, and then for anything that, if something was found, that would cover the cost of cleaning it

up.” Ms. Davis informed Councilmember Paul that their environmental engineer was licensed in the State of Florida, and she offered to have him meet with staff at the site to take samples when the work was complete. She did not feel a \$60,000 bond with unspecific terms was feasible.

Vice-Mayor Crowley advised that the Department of Environmental Protection would require that any spill be cleaned up.

Councilmember Starkey was concerned about recovering expenses for the efforts of Code Compliance.

Vice-Mayor Crowley amended his motion to recover all expenses as far as staff expenses and time that they had spent on the violation. Ms. Davis offered to cover these costs. Councilmember Starkey stated these costs should have been quantified by the magistrate at the hearing. Mayor Truex suggested \$5,000. Vice-Mayor Crowley withdrew the requirement for the bond.

Vice-Mayor Crowley restated his motion to approve, subject to recovering all staff time and fees at a minimum of \$5,000, subject to staff and Planning and Zoning Board recommendations, and another environmental study. Councilmember Caletka seconded. In a roll call vote, the vote was as follows: Mayor Truex - yes; Vice-Mayor Crowley - yes; Councilmember Caletka - no; Councilmember Paul - no; Councilmember Starkey - yes. (Motion carried 3-2)

7. APPOINTMENTS

7.1 Mayor Truex

- 7.1.1. Mobile Home Task Force (two exclusive appointments - one representing a mobile home park owner/manager and one representing a mobile home renter or occupant)

Mayor Truex appointed Henry Whidden.

- 7.1.2. Senior Citizen Advisory Committee (one exclusive appointment - term expires April 2008) (members shall be a minimum 60 years of age)

No appointment was made.

- 7.1.3. Water and Environmental Advisory Board (one exclusive appointment; term expires April 2008) (insofar as possible, one member shall be a licensed engineer)

No appointment was made.

- 7.1.4. Youth Education and Safety Advisory Board (one exclusive appointment - term expires April 2008) (members shall, whenever possible, have interest and expertise in law enforcement, elementary school instruction, education matters, child psychology, pediatric medicine, parenthood and grandparenthood)

No appointment was made.

7.2 Vice-Mayor Crowley

- 7.2.1 Mobile Home Task Force (two exclusive appointments - one representing a mobile home park owner/manager and one representing a mobile home renter or occupant)

Vice-Mayor Crowley appointed Scott Cristle and Carlton Branker.

- 7.3 Councilmember Caletka
7.3.1 Mobile Home Task Force (two exclusive appointments - one representing a mobile home park owner/manager and one representing a mobile home renter or occupant)

Councilmember Caletka appointed Heidi Davis and Ernie Siegrist.

- 7.4 Councilmember Paul
7.4.1 Airport Advisory Board (two exclusive appointments; terms expire December 2007)

No appointments were made.

- 7.4.2 Mobile Home Task Force (two exclusive appointments - one representing a mobile home park owner/manager and one representing a mobile home renter or occupant)

Councilmember Paul appointed Jerry Pass and Mitzi Clark.

- 7.5 Councilmember Starkey
7.5.1 Airport Advisory Board (one exclusive appointment; term expires December 2007)

No appointment was made.

- 7.5.2 Mobile Home Task Force (two exclusive appointments - one representing a mobile home park owner/manager and one representing a mobile home renter or occupant)

Councilmember Starkey appointed Frank Serra from Kings Manor.

- 7.5.3 Parks and Recreation Advisory Board (one exclusive appointment - term expires April 2008) (members should have a concern with or an interest in the park facilities and recreational needs of the citizens of the Town)

No appointment was made.

- 7.1 Mobile Home Task Force (two non-exclusive appointments)
Vice-Mayor Crowley previously recommended Robert Barron. No objections were noted. Councilmember Starkey recommended Janet Riley. Council had no objections. Councilmember Starkey also recommended Brandon Biederman.

- 7.2 Unsafe Structures Board (two non-exclusive appointments; terms expire April 2009) (members shall be permanent resident or have their principal place of business within the Town's jurisdiction) (one appointment shall be a plumbing contractor and one appointment shall be a real estate property manager)

No appointments were made.

8. OLD BUSINESS

- 8.1 McBroom Conservation Easement - Councilmember Starkey [deferred from February 7, 2007]

Councilmember Starkey wanted to honor the commitment Council had made to Mr. McBroom to install the berm, landscaping and trail on the west side of the canal prior to any road improvements. Mr. Cohen said that the project was moving forward.

8.2 Recovery Negotiations Report (Forensic Audit)

Mr. Shimun said this issue concerned the 49th Court construction. He stated that there were residents in the area without a certificate of occupancy, and the Town's auditors had recommended that the Town decide whether or not to pursue the matter.

Vice-Mayor Crowley said that in December 2004, it was decided that the Town would construct the road, and the Town had begun construction. He stated that the Town had begun the project and should finish it.

Mr. Peters advised that he had refused to sign off on the project because the Code specified that a developer was responsible for infrastructure prior to the issuance of a building permit, or for posting a bond, neither of which the developer had done. Mr. Peters said that the previous Public Works Director had written to him, stating that the Town was going to provide the infrastructure. He noted that Mr. Kutney informed him the Town had never done this before.

Councilmember Caletka agreed that the Town should finish the road.

Mr. Cohen informed Mayor Truex that it would cost approximately \$7,000 to \$10,000 to finish the road. Mr. Shimun noted that the Town had already spent \$46,000 on the project. Mr. Cherof advised that Mr. Shimun did not have the authority to waive the requirements when dealing with a contractor. Mr. Shimun said he was suggesting that Mr. Amos pay what he was obligated to pay.

Mayor Truex recommended that Mr. Cherof be given all of the facts so he could provide an opinion. Council all agreed.

9. NEW BUSINESS

9.1 Return of Credit Cards by Council - Councilmember Caletka [deferred from February 7, 2007]

Councilmember Caletka felt it would be a show of good faith if Council returned their Town credit cards.

Councilmember Caletka made a motion, seconded by Vice-Mayor Crowley, that Council return their Town credit cards.

Mayor Truex reminded everyone that all of the instances the property appraiser had claimed were abuses of Town credit cards had been researched and proven false. He noted that the cards made it easy to track spending. The problem was creating a report that held more detail.

Councilmember Starkey noted that when travel for the Town was necessary, the credit cards provided the best and easiest way to recover and document expenses.

Vice-Mayor Crowley said he would give up his card, but wanted to do this voluntarily, not because of a motion.

Councilmember Caletka withdrew his motion.

10. MAYOR/COUNCILMEMBER'S COMMENTS

COUNCILMEMBER PAUL

QUARTERLY REPORTS. Councilmember Paul asked if the Council would be provided with quarterly reports. Acting Budget and Finance Director Carol Menke anticipated the report would be finalized by Monday for Council's review.

GRAU REQUEST. Councilmember Paul said they had received an e-mail from Grau stating problems they had experienced in "getting that financial report in line." Ms. Menke advised that a request had been made to Grau for an "open items" list and agreed to expedite this.

TREE LEGACY PROGRAM. Councilmember Paul indicated that residents were requesting memorial trees at Falcons Lea Park. She asked for information on the tree legacy program. Mr. Cohen agreed to research this and get back to Councilmember Paul.

PARK CONSERVATION EASEMENTS. Councilmember Paul asked for an update.

COUNCILMEMBER STARKEY

ORANGE PARK OUTREACH MEETING. Councilmember Starkey reported that she had attended this meeting and indicated that Councilmember Paul was honored and recognized for her years of service. Councilmember Starkey advised that the debris problem in the canal had persisted for years, and she wanted an update on the cleanup. She also wanted an update from the South Florida Water Management District on filling in the canal. Mr. Peters advised that there was a problem with the permit application to the Central Broward Water Control District as it needed to be signed by the owner or the owner's representative. Mr. Peters indicated that the application had a clause that the signer would be responsible for maintaining the facility. In this case, there were over 57 owners and the likelihood of getting the approval of the owners was not good. Mr. Peters stated that Vice-Mayor Crowley had suggested the application be submitted without the signatures, and the responsibility would be settled after it was approved. Councilmember Starkey requested a memo explaining the progress so she could report to the community.

ROBBINS LODGE FENCE AND CORRAL. Councilmember Starkey said that the paddock corral and pasture fence had still not been fixed. Council had directed that this be done, but now Councilmember Starkey was hearing there might not be money in the budget to pay for it. She requested a status report on this issue.

POLICE AND FIRE MEMORIAL. Councilmember Starkey announced that the memorial would be held on March 2nd and the statue would be unveiled.

VICE-MAYOR CROWLEY

FDOT EMINENT DOMAIN ACTION IN PARK CITY MOBILE HOME PARK. Vice-Mayor Crowley said approximately 100 mobile homes were slated for relocation to accommodate improvements to I-595. He felt the Town must monitor this situation. He suggested that Council invite FDOT to make a presentation and determine how the Town could help the residents.

ROLLING HILLS. Vice-Mayor Crowley asked to meet with staff to inspect the main entrance to Rolling Hills regarding the maintenance and irrigation. He wanted to consider the Town taking over maintenance because it was not clear who was responsible for the maintenance. Councilmember Starkey indicated that it was the developer's responsibility. Vice-Mayor Crowley stated that he would report back to Council with a possible solution.

ADVERTISING FOR AUDITORS. Vice-Mayor Crowley thought Council had directed that no advertisements be made for auditors. Mr. Shimun advised that this issue was discussed but no direction was provided. Vice-Mayor Crowley said that Council had made it clear to renew the contract and not to advertise for an auditor. Council agreed. Ms. Menke advised that there had been a change to the name and there had been a question as to whether the contract could be renewed because of the name change. She stated that staff was directed to send out the proposal and two proposals were received, one of which was from Grau. As Council served as the selection committee, the auditors would make their presentations to Council.

MAYOR TRUEX

LEGISLATIVE TAX PROPOSALS. Mayor Truex wanted to discuss legislative tax proposals at the next meeting. Councilmember Starkey said the League of Cities had taken the position that many of the suggestions would have adverse financial impacts on municipalities, resulting in service cuts. Councilmember Caletka asked if staff could prepare an estimate of the loss of revenue the Town would suffer if the Homestead Exemption were increased.

TRANSLATORS. Mayor Truex noted the need for translators and wondered if they should create an inventory of multi-lingual staff members, and a policy for translators.

11. TOWN ADMINISTRATOR'S COMMENTS

No comments were made.

12. TOWN ATTORNEY’S COMMENTS

No comments were made.

13. ADJOURNMENT

There being no further business to discuss and no objections, the meeting was adjourned at 12:37 a.m.

Approved_____

Mayor/Councilmember

Town Clerk

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TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Barbara McDaniel, MMC, Assisatnt Town Clerk (954) 797-1023

PREPARED BY: Barbara McDaniel, MMC, Assisatnt Town Clerk

SUBJECT: March 7, 2007 Minutes

AFFECTED DISTRICT: not applicable

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: March 7, 2007 Minutes (Regular Meeting)

REPORT IN BRIEF: Council minutes from the March 7, 2007 Council meeting.

PREVIOUS ACTIONS: n/a

CONCURRENCES: n/a

FISCAL IMPACT: not applicable

Has request been budgeted? n/a

RECOMMENDATION(S): Motion to approve

Attachment(s): Minutes

**TOWN OF DAVIE
REGULAR MEETING
MARCH 7, 2007**

1. PLEDGE OF ALLEGIANCE

The meeting was called to order at 7:05 p.m. and was followed by the Pledge of Allegiance.

2. ROLL CALL

Present at the meeting were Mayor Truex, Vice-Mayor Crowley, Councilmembers Caletka, Paul and Starkey. Also present were Town Administrator Shimun, Town Attorney Cherof, and Town Clerk Muniz recording the meeting.

3. OPEN PUBLIC MEETING

Dan Pignato declared his support for John Pisula, candidate for District 4.

Phil Busey stated that he was running for the District 3 seat, and advised of his platform.

Terry Santini declared she was a candidate for the District 3 seat and stated her platform.

Greg Brilliant stated that the Fraternal Order of Police and National Association of Firefighters' supported Marlon Luis for the District 4 seat.

Representative Mike Davis addressed the meeting via telephone regarding affordable housing initiatives. He explained that House Bill 259 addressed this matter and placed the burden on municipalities, not developers. Representative Davis advised that he had filed House Bill 1375, and they were working to include funding issues. He was optimistic about the SHIP and SAIL programs, and noted that they were considering additional sources of funding.

Mayor Truex informed Representative Davis that Council would discuss the legislative property tax proposals later in the meeting. Representative Davis advised that he was not one who would advocate shifting the burden to local governments, but was focusing on identifying new funding sources for infrastructure.

Art Waganheim discussed the unsafe conditions on Shotgun Road and Orange Drive and reminded Council that the residents had asked for help on this issue. He stated that several years ago, the Town approved a lighting plan for South Post Circle, but no one had ever followed up with FPL regarding this issue. Mr. Waganheim wished Councilmember Paul well, and stated his support for John Pisula.

Barbara Tilley referred to the proposal for the I-595 improvement that involved Park City Mobile Home Park. She advised that she had phoned an FDOT representative, who informed her that they had other options, and they were currently negotiating with Arrowhead golf course. Vice-Mayor Crowley informed Ms. Tilley that Council had discussed this and instructed Mr. Shimun to invite FDOT to make a presentation on this subject.

Doris Monier thanked everyone who had contributed to the preservation of Sunny Lake.

Scott McLaughlin stated his support for Marlon Luis for the District 4 seat.

Marlon Luis declared his candidacy for District 4.

Vincent Muller, vice-president of Davie Professional Firefighters Union, stated the Union's support for Councilmember Starkey's re-election to District 3 and Marlon Luis' election to District 4.

The Starkey family stated their support for Councilmember Starkey's re-election in District 3 and their disappointment at negative campaigning aimed at Councilmember Starkey. Councilmember Starkey explained that the financial problems to which the negative campaigning referred were related to a divorce.

Stuart Podel stated his support for Marlon Luis for the District 4 seat.

Scott Spages stated his support for John Pisula for the District 4 seat.

Steven Wain, the co-founder of Circle of Love, thanked the Town and Special Projects for the Orange Blossom Parade and Festival. Kids involved in the Circle of Love program presented certificates to the Town and to Special Project Director Bonnie Stafiej, thanking them for their efforts on behalf of Circle of Love.

Lloyd Phillips discussed several problems and thanked several Town employees for their inactions on many issues.

John Ladue thanked Councilmember Paul for her service and stated his support for Phil Busey for the District 3 seat.

Councilmember Paul read a letter from Donna Amchir, thanking Council for re-naming NW 75 Terrace in honor of her husband Bob Amchir, founder of the Toys in the Sun Run.

Councilmember Paul discussed her life in Davie, her love for Davie, her love for serving the people of the Town, and stated her support for Marlon Luis to replace her.

Mayor Truex indicated that item 4.5 needed to be tabled.

Vice-Mayor Crowley made a motion, seconded by Councilmember Starkey, to table [May 2, 2007]. In a voice vote, all voted in favor. (Motion carried 5-0)

Mayor Truex advised that the petitioner was requesting that item 6.1 needed to be tabled to May 2, 2007.

Vice-Mayor Crowley made a motion, seconded by Councilmember Starkey, to table. In a voice vote, with Councilmember Caletka dissenting, all voted in favor. (Motion carried 4-1)

Mayor Truex stated that item 6.2 had been withdrawn. Town Engineer Larry Peters explained that the applicant had withdrawn the item because they had withdrawn their offer to purchase the property.

Mayor Truex advised that staff requested 6.5 and 6.6 be tabled to April 4, 2007.

Councilmember Starkey made a motion, seconded by Councilmember Paul, to table. In a voice vote, all voted in favor. (Motion carried 5-0)

4. APPROVAL OF CONSENT AGENDA

Minutes

- 4.1 October 18, 2006 (Regular Meeting) (tabled from January 17, 2007)
- 4.2 December 6, 2006 (Regular Meeting)
- 4.3 December 11, 2006 (Special Meeting)
- 4.4 December 20, 2006 (Regular Meeting)

Resolutions

- 4.5 **AGREEMENT** - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF AGREEMENT TO MODIFY BULK WATER AND SEWAGE USER AGREEMENT BETWEEN THE TOWN OF DAVIE AND FERNCREST UTILITIES TO PROVIDE BULK WATER AND SEWAGE SERVICE; AND PROVIDING AN EFFECTIVE DATE. (tabled from February 21, 2007)

- 4.6
R-2007-76 **AGREEMENT - A RESOLUTION OF THE TOWN OF DAVIE TO ENTER INTO AN AGREEMENT WITH THE DOG OBEDIENCE CLUB OF HOLLYWOOD, INC FOR THE RENTAL OF THE BERGERON RODEO GROUNDS FOR AN ANNUAL DOG SHOW. (arena rental fee - \$2,250)**
- 4.7
R-2007-77 **FIRM SELECTION - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, SELECTING THE FIRM OF GEOGRAPHIC TECHNOLOGIES GROUP, INC. TO PROVIDE GIS SERVICES AND AUTHORIZING THE TOWN ADMINISTRATOR OR HIS DESIGNEE TO NEGOTIATE AN AGREEMENT FOR SUCH SERVICES.**
- 4.8 **WAIVER OF BID - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, WAIVING THE REQUIREMENT FOR COMPETITIVE BIDDING FOR PURCHASES EXCEEDING \$25,000 AS REQUIRED IN SECTION 2-317 OF THE TOWN CODE OF ORDINANCES FOR THE CONSTRUCTION OF IMPROVEMENTS TO THE BUILDING AT 6501 ORANGE DRIVE AND ALLOWING THE SUBSTITUTION OF INFORMAL BIDS IN ITS PLACE; AUTHORIZING THE MAYOR TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING HIS SIGNATURE TO SAID RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE. (Orangemen Development and Construction Corporation - \$64,220)**
- 4.9
R-2007-78 **BID - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO ACCEPT THE BASE BID RECOMMENDATION FOR A SEGMENT OF ORANGE DRIVE ROADWAY IMPROVEMENT. (Williams Paving - \$325,000)**
- 4.10
R-2007-79 **DEVELOPMENT AGREEMENT - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA AUTHORIZING THE MAYOR AND THE TOWN ADMINISTRATOR TO ENTER INTO A DEVELOPMENT AGREEMENT BETWEEN THE TOWN OF DAVIE AND UNIVERSITY ASSOCIATES LIMITED TO PROMOTE THE DEVELOPMENT OF CERTAIN REAL PROPERTY LOCATED WITHIN THE TOWN; PROVIDING FOR CONTRIBUTION TO THE TOWN; PROVIDING FOR INDEMNIFICATION; AND TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURES TO SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**
- 4.11
R-2007-80 **INFRASTRUCTURE AGREEMENT - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA AUTHORIZING THE MAYOR AND THE TOWN ADMINISTRATOR TO ENTER INTO AN INFRASTRUCTURE AGREEMENT BETWEEN THE TOWN OF DAVIE AND NOVA SOUTHEASTERN UNIVERSITY TO PROMOTE THE CONTINUING CAMPUS DEVELOPMENT LOCATED WITHIN THE TOWN; PROVIDING FOR CONTRIBUTION TO THE TOWN; PROVIDING FOR INDEMNIFICATION; AND TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURES TO SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

4.12 R-2007-81 **DELEGATION REQUEST - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING A DELEGATION REQUEST TO AMEND THE NOTE ON THE PLAT KNOWN AS “YOUNG WORLD”; AND PROVIDING AN EFFECTIVE DATE. (DG 3-3-06, Nova Southeastern University, 3301 College Avenue)**

4.13 R-2007-82 **PLAT REVISION - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING A REVISION TO THE BOUNDARY LINE OF THE PLAT KNOWN AS "FLAMINGO VILLAGE" AND PROVIDING AN EFFECTIVE DATE. (DG 2-1-07, Flamingo Village, 800 South Flamingo Road)**

4.14 R-2007-83 **PLAT - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING A PLAT KNOWN AS THE “DAVIE ESTATES” AND AUTHORIZING THE MAYOR AND TOWN CLERK TO ACKNOWLEDGE THE APPROVAL BY AFFIXING THE MAYOR’S SIGNATURE AND THE TOWN SEAL TO SAID PLAT; AND PROVIDING AN EFFECTIVE DATE. (P 6-2-04, Davie Estates, generally located between SW 58 Avenue (Wilson Road) and SW 61 Avenue (Aries Road), south of Griffin Road) *Planning and Zoning Board recommended approval with the stipulation that on SW 58 Avenue, there be an emergency access only)***

Quasi-Judicial Consent Agenda

4.15 MSP 6-9-04, Davie Estates, generally located between SW 58 Avenue (Wilson Road) and SW 61 Avenue (Aries Road), south of Griffin Road (R-1) *Site Plan Committee recommended approval subject to the staff report except the part about the entrance on 58th Avenue; that there be one vehicular access on 61st Avenue and that there be an emergency access point on 58th Avenue to be composed of stabilized grass to replace the vehicular access and to be used for emergency vehicles only; the road right-of-way has to be reduced to 40-feet and maintain a buffer at ten-feet with no overlap; the developer will be required to have a continuous retaining wall as per the detail drawings, however, it will be required that they obtain a waiver of the rural lifestyle from Town Council to enable them to have a continuous wall; do a written summary report of their public participation meetings with backup including questions and responses before this goes to Council*

Councilmember Starkey pulled item 4.4 as she wanted the portion of the minutes from the December 20, 2007 meeting regarding mobile home testimony transcribed verbatim. Councilmember Caletka pulled items 4.2, 4.7, 4.14, and 4.15. Councilmember Paul pulled item 4.8.

Councilmember Starkey made a motion, seconded by Vice-Mayor Crowley, to approve the consent agenda, without items 4.2, 4.4, 4.7, 4.8, 4.14 and 4.15. In a voice vote, all voted in favor. (Motion carried 5-0)

5. DISCUSSION OF CONSENT AGENDA ITEMS

4.2 Councilmember Caletka stated that regarding items 4.17, 4.19, 6.3 and 6.4, he thought he had asked Mr. Dell if adjacent residents had been notified, not adjacent property owners. He asked that staff review this and amend the minutes if necessary.

Councilmember Caletka made a motion, seconded by Vice-Mayor Crowley, to approve with that amendment. In a voice vote, all voted in favor. (Motion carried 5-0)

4.4 Mayor Truex wanted any verbatim transcripts included as attachments to minutes, and not included as part of the minutes. Councilmember Starkey noted that she wanted to include the verbatim portions in submissions she made to legislators and requested that this be done by the next meeting.

Councilmember Starkey made a motion, seconded by Vice-Mayor Crowley, to table to the next meeting [March 22, 2007]. In a voice vote, all voted in favor. (Motion carried 5 – 0)

4.7 Councilmember Caletka questioned the need for these services, considering the cost. Development Services Director Mark Kutney described how the GIS system worked.

Councilmember Starkey made a motion, seconded by Mayor Truex, to approve.

Councilmember Paul thought this information was available from other sources, including the Broward County Property Appraiser's Office. Assistant Town Administrator Ken Cohen agreed and cited specific examples of how they could use this information, including fire hydrant location. Mayor Truex noted that this would save money in the end through increased efficiency. Vice-Mayor Crowley said the system was expensive, but he felt it was the wave of the future, and noted that he utilized GIS every day.

In a voice vote, with Councilmember Caletka dissenting, all voted in favor. (Motion carried 4-1)

4.8 Councilmember Paul felt Council should stick to the rule that anything over \$25,000 must be bid. She stated that she had received an e-mail that the CRA was not subject to the purchasing provisions and wondered why they voted on everything.

Community Redevelopment Administrator Will Allen explained that Community Redevelopment Agency's (CRA) legal counsel had advised that the CRA was not subject to the Town's procurement requirements, and they had awarded the contract to the apparent low bidder of the three informal bids. Mr. Allen stated that their current lease ended March 15th, and the building would be taken over by Housing and Community Development and turned into a "one stop" center. Mr. Allen said that in January, the CRA had voted to move into a previously purchased a new building. He noted that the competitive bidding procedure would postpone this move by several months, and they would continue to pay rent in the meantime.

Vice-Mayor Crowley wondered who had authored the letter Council had received and took exception to some of the assertions made in the letter. He also felt the CRA should follow the same procedures as the Town did, since this was the taxpayers' money. Mayor Truex said he would not approve this, stating he did not agree with bypassing the bid process, as he felt this presented "a tremendous opportunity for mischief."

Housing and Community Development Director Shirley Taylor-Prakelt informed Council that their purchase of a property had been held up by HUD, and every delay slowed the process of opening the "one stop" center. She advised that no one had waited until the last minute and they had preformed due diligence.

Councilmember Starkey agreed with her fellow Councilmembers that the bid process should be followed.

Councilmember Paul made a motion, seconded by Mayor Truex, to deny. In a voice vote, all voted in favor. (Motion carried 5-0)

4.14 and 4.15 Mr. Cherof swore in the witnesses. Planning and Zoning Manager Bruce Dell summarized the planning report.

Gary Blume, representing the applicant, confirmed that he had reviewed the staff report and recommendations, and had no objection to the Planning and Zoning Board recommendations. He said they had been neutral to access via 58 Avenue, but the Town's engineers and Fire Department were

adamant that the opening be maintained. The controversy regarding that access had been between staff and other boards. Mr. Blume said there was no negative comment at any public comment hearings.

Mr. Blume stated that the applicant had agreed to Town's request to build a traffic circle at the entrance, and to widen a section of 58th Avenue.

Councilmember Paul asked what improvements were intended for 61st Avenue. Mr. Blume responded that the applicant planned to widen it to 24 feet. Councilmember Paul felt improvements must be made on 58th Avenue, even if it were closed off. Mr. Blume thought the development to the east should provide this if this project had no access.

Councilmember Starkey asked about the tree survey. Mr. Blume explained that the applicant would remove the invasive trees during construction of the lake and any non-invasive trees would be left. Councilmember Starkey wanted to add more buffering along the development, 58th Avenue and 61st Avenue. Mr. Blume advised that the trees would be added pursuant to a landscape plan.

Mr. Dell confirmed for Councilmember Starkey that emergency access was the reason they wanted to maintain access to 58th Avenue.

Mr. Peters explained that this project presented an opportunity to improve 58th Avenue, and create a traffic-calming device at both project entrances. Vice-Mayor Crowley said they could not predict what would happen with the Home Dynamics project, and felt that the first project built should be responsible to improve the roadway. He wanted to keep traffic off 58th Avenue, and he also wanted a guardrail installed. Mr. Blume informed him that the applicant planned to install a guardrail.

Mr. Cherof opened the public hearing portion of the meeting.

Karen Stenzel-Nowicki, 45480 SW 55 Avenue, said she was not noticed regarding this project, despite her specific request for this. She presented Council with photos of the property depicting flooding problems, the deteriorated guardrails and canal, and pointed out that improvements were not the answer. Ms. Stenzel-Nowicki distributed letters dating from 1987 regarding the traffic mitigation issues and documentation regarding the serious accidents in the area. She said traffic mitigation must be provided on this road to prevent future accidents.

Doris Monier said she had not been invited to the community meeting, but she would be affected by the increase in traffic. She was concerned about cut-through traffic in the developments.

Paula Twitty felt the Town should make the repairs to the road, not the developer. She had stopped using that road because of a close call she had experienced. Mr. Cherof explained that Town Code stated that developers were responsible to improve roads when vacant property was developed.

Mr. Blume advised that notices had been mailed to all addresses on the list they were given, and he did not know why some individuals had not received notice. He remarked that the negative comments this evening concerned the condition of 58th Avenue, not the applicants plat and site plan request. Mr. Blume agreed that 58th Avenue needed improvement, not closing off, and reiterated all of the improvements the applicant had offered to make to the road and canal.

Council disclosed communications they had regarding this item.

Mayor Truex favored providing access on both sides of the property because this would allow for improving sections of both streets to help reduce traffic accidents. Councilmember Starkey said she had wanted improvements on 58th Avenue for some time, and they must initiate traffic calming to improve safety. She supported the project as presented. Vice-Mayor Crowley favored reducing traffic on 58th Avenue, so while he supported the project, he did not support allowing access to 58th Avenue. He still wanted the developer to make the improvements, and to remove the non-native trees along the canal and public right-of-way. Councilmember Caletka stated that he had spoken with residents living on 58th Avenue and on 61st Avenue, and they believed that their street had the worst traffic, and wanted the access granted to the other street. He favored allowing access to both roads to give nearby residents a choice. Councilmember Paul felt that building one-acre site homes was appropriate, but did not like allowing each site to be independently developed. She believed this dragged out the construction time and became problematic. She was also concerned with additional development until their water issues were addressed. She was also worried about construction traffic.

Councilmember Starkey made a motion, seconded by Mayor Truex, to approve. Vice-Mayor Crowley asked where the entrance was on the plat. Mr. Blume stated the plat and site plan showed a full access opening on 58th Avenue. Councilmember Starkey said this was what her motion intended. In a voice vote, with Councilmember Paul and Vice-Mayor Crowley dissenting, all voted in favor. (Motion carried 3-2)

Councilmember Caletka made a motion, seconded by Mayor Truex, to approve subject to the improvements that the applicant had agreed to make: traffic calming, replacement of the pipe, two roundabouts, exotic tree removal, and guardrail. Mr. Peters recommended that Council include a correction to Site Plan Committee comments, item 2, to add the entrance on 58th Avenue. Councilmember Caletka confirmed that this was his motion. Mr. Blume had no objections to the conditions. In a roll call vote, the vote was as follows: Mayor Truex - yes; Vice-Mayor Crowley - no; Councilmember Caletka - yes; Councilmember Paul - no; Councilmember Starkey - yes. (Motion carried 3-2)

6. PUBLIC HEARING

Ordinance - Second and Final Reading

- 6.1 **REZONING** - AN ORDINANCE OF THE TOWN OF DAVIE, FLORIDA, APPROVING REZONING PETITION ZB 12-2-04, CHANGING THE CLASSIFICATION OF CERTAIN LANDS WITHIN THE TOWN OF DAVIE FROM MH-10, MOBILE HOME DISTRICT TO RM-10, MEDIUM DWELLING DISTRICT; AMENDING THE TOWN ZONING MAP TO COMPLY THEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. (ZB 12-2-04, Colonnade Construction Group/Ponderosa Development, Inc., 4701 and 4631 SW 73 Avenue) (tabled from February 7, 2007) *Planning and Zoning Board recommended denial* {**Approved on First Reading on January 17, 2007. The vote was as follows: Mayor Truex - yes; Vice-Mayor Crowley - yes; Councilmember Caletka - no; Councilmember Paul - no; Councilmember Starkey - yes**}

This item was tabled earlier in the meeting.

Ordinances - First Reading (Second and Final Reading to be held March 22, 2007)

- 6.2 **RELEASE** - AN ORDINANCE OF THE TOWN OF DAVIE, FLORIDA, APPROVING A PETITION FOR THE RELEASE OF A CANAL RESERVATION AND ROAD RIGHTS-OF-WAY FOR THE NORTHEAST CORNER OF FLAMINGO ROAD AND ORANGE DRIVE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. (tabled from February 21, 2007)

This item was withdrawn earlier in the meeting.

- 6.3 **CODE AMENDMENT** - AN ORDINANCE OF THE TOWN OF DAVIE, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE, CHAPTER 12, ARTICLE XII., DIVISION 3 SITE PLAN REQUIREMENTS AND PROCEDURES, SECTION 12-373, EXPIRATION OF SITE PLANS; SECTION 12-380 EFFECTIVE PERIOD OF APPROVAL; EXTENDING SITE PLAN AND MASTER PLANNED DEVELOPMENT APPROVAL EXPIRATION TO EIGHTEEN (18) MONTHS; PROVIDING FOR INCLUSION IN THE TOWN CODE; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *Planning and Zoning Board recommended approval*

Mr. Cherof read the ordinance by title. Mayor Truex announced that a public hearing would be held at the March 22, 2007 meeting.

Mayor Truex opened the public hearing portion of the meeting. As no one spoke, Mayor Truex closed the public hearing.

Mr. Kutney explained to Mayor Truex how staff stated handled extensions administratively, and stated that other municipalities offered this as well. Councilmember Paul did not agree with automatically offering extensions. Vice-Mayor Crowley favored this because he felt it could alleviate staff's workload. Councilmembers Starkey and Caletka agreed that this would help reduce staff's workload.

Councilmember Caletka made a motion, seconded by Vice-Mayor Crowley, to approve. In a roll call vote, the vote was as follows: Mayor Truex - yes; Vice-Mayor Crowley - yes; Councilmember Caletka - yes; Councilmember Paul - no; Councilmember Starkey - yes. (Motion carried 4-1)

Ordinance - First Reading/Quasi Judicial Item (Second and Final Reading to be held March 22, 2007)

6.4 **REZONING** - AN ORDINANCE OF THE TOWN OF DAVIE, FLORIDA, APPROVING REZONING PETITION ZB 11-1-06, CHANGING THE CLASSIFICATION OF CERTAIN LANDS WITHIN THE TOWN OF DAVIE FROM R-3, LOW DENSITY DWELLING DISTRICT TO R-5, LOW MEDIUM DENSITY DWELLING DISTRICT; AMENDING THE TOWN ZONING MAP TO COMPLY THEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. (ZB 11-1-05, MacDonald, 5410 SW 41 Street) *Planning and Zoning Board recommended denial*

Mr. Cherof read the ordinance by title. Mayor Truex announced that a public hearing would be held at the March 22, 2007 meeting.

Mr. Cherof swore in witnesses. Ms. Nolan summarized the staff report.

Karen Meyers, representing the applicant, described Mr. MacDonald's property and the surrounding properties with their varied zoning designations. Ms. Meyers said Councilmember Caletka thought the project was a great idea, in light of the Town's affordable housing crisis. She asked Ms. Taylor-Prakelt to discuss the distinction between affordable and attainable housing.

Ms. Taylor-Prakelt stated that some misinformation had been spread regarding this request and advised that this was not Section-8 or subsidized housing. Mr. and Mrs. MacDonald had explained that they wanted to provide the homes at a price that Davie's workers could afford. Ms. Taylor-Prakelt said that some comments made at the public participation meetings had been "distasteful and inappropriate" and had no place in the Town. She wanted it made clear that racial, ethnic and economic prejudice were not embraced by the community or Council.

Ms. Meyers advised that in Council's backup, there was a petition signed by almost 400 neighbors who were in favor of the project. She said that some neighbors had been concerned that the houses would negatively affect nearby property values, but pointed out that these homes would sell for \$200,000 to \$300,000 and would probably enhance property values, She added that the homes would bring unity and organization to the neighborhood.

Ms. Nolan explained an apparent inconsistency in the staff report, stating that there were no substantial reasons why the property could not be used in accordance with the existing zoning. Town policies called for this area to redevelop over time, specifically Policy 10-1 of the Comprehensive Plan, which referred to "small parcel infill development, facilitating a wide selection of housing types for all income ranges." Therefore, the rezoning was consistent with the Comprehensive Plan.

Mr. Cherof opened the public hearing portion of the meeting.

Paula Twitty referred to comments made at previous meetings regarding this request and asked Mr. Cherof if applicants should directly quote statements made at those meetings. Mr. Cherof advised that Ms. Twitty could question a witness at a quasi-judicial hearing if she wished. Councilmember Starkey said that the public participation plan usually required a summary of comments, not verbatim transcription. If information was provided that would prove pertinent to the Council's decision-making on an issue, the developer was responsible to provide those summaries.

Ms. Twitty said that the Planning and Zoning Board had recommended denial of the request, and she had paid for tapes of their meeting, but was upset that she had no written minutes to which she could refer. Councilmember Paul said the Council must sometimes make decisions without benefit of the written minutes, because the turnaround time was not fast enough.

Ms. Twitty asked Ms. Taylor-Prakelt about the negative comments to which she had referred. Ms. Taylor-Prakelt reiterated that these comments were from the minutes of the public participation meeting from December 15, 2006. Included in the "concerns" section was a statement referring to "scumbags and white trash." Ms. Taylor-Prakelt said because there were allegations made that a member of the Planning and Zoning Board had made a statement that could be construed as a violation of the federal fair housing law, she had listened to the motion made by the Planning and Zoning Board. She advised that she did not hear any member of the Board make any statement that she could determine to be inappropriate or in violation of federal fair housing law. Councilmember Caletka said he had attended the first citizen participation meeting, and did not recall any such language being used.

Don Shaver, 4051 SW 53 Avenue, said he had attended that meeting, and there was no tape recording made of the meeting. He insisted that at that meeting, Mr. MacDonald had referred to the houses as "low income" not "affordable." Mr. Shaver said the residents of Little Ranches did not want any more development in the area, and did not agree with the Master Plan. He asked Council to deny the request. Mr. Shaver reported that at the Planning and Zoning Board meeting, Acting Chair Scott McLaughlin had stated "there was a distinct line between R-3 and R-5 in this neighborhood, and he recommended against it based on that distinct line."

Conrad Braton said he had purchased his half-acre lot home in "low density" and felt this request "would not be a plus in our neighborhood." He cited the following problems he believed would arise: drainage, parking, septic tanks, setbacks, and water retention. Mr. Conrad said he had attended the neighborhood meetings and had heard no derogatory comments. He thought the transcripts had been made by Mr. MacDonald's representatives, so perhaps this had been their interpretation.

Lance Comegys said that he had moved to that area because "it was large land" and a good community. He was offended by the claim of negative remarks and he had not heard any of his neighbors say anything negative, only that they were opposed to the request. Mr. Comegys felt that putting four houses on an acre was antithetical to Davie's rural lifestyle.

Clay Cameron said he and his wife were opposed to the request. He was especially concerned about the traffic issues. Mr. Cameron said that Planning and Zoning Board had not allowed him to construct in-laws' quarters on his half-acre lot in 1998. He felt Mr. MacDonald was "out for profit" and he was adamantly opposed to the request.

Doug Newhouse took issue with Planning and Zoning's opinion and said the property was currently being used as zoned. He also had tried to build a guest house on his property but had been denied. Mr. Newhouse opposed the request.

Jennifer Franken felt the proposed housing should be made available to anyone, including herself, not just firefighters, nurses, etc.

Corey Cockreham said he had seen a lot of opposition to the request. He felt Mr. MacDonald's request did not fit in with the neighborhood and indicated that he opposed the request.

Tom Mayors said he spoke for himself and his neighbor, Mr. Morales, in opposing the request. He had moved to Davie for the rural and open neighborhood, and felt that locating four houses here would "take away from what I worked so hard to build." Mr. Mayors noted that the majority of people speaking opposed the request.

Phyllis Cheeseman said she had bought her house because she “did not want to be right on top of someone else.” She stated that all the houses on 40th Street were the same lot size as hers and she did not want to see anything in the neighborhood changed, including building four houses on the half-acre. Ms. Cheeseman said nothing derogatory had been said at the first community meeting.

John Breeswalt said he had collected 21 signatures from residents opposed to the request.

Kimberly Bragg bought her house because of the neighborhood and they did not want it destroyed by “adding houses on top of houses.”

Cindy Squires opposed the request because the four homes would cause an increase in traffic and cars would be parked on the swales and sidewalks, forcing their children to play in the streets. She noted that firefighters and teachers lived in the neighborhood already and they did not need to “add on more affordable living.”

Elizabeth Stager cited traffic dangers in the area and said she opposed the request because of traffic and parking concerns.

Anna Marie Cockreham said she had purchased her home because of the lot size and she wanted too see Little Ranches stay as it was. She opposed the request.

Dave Dunkes said he had bought his home because of the open space. He felt these homes would be on top of one another and would present parking and traffic problems.

Steve Rodgers said he had researched the water issue and Broward County would not grant Mr. MacDonald a permit for septic tanks. Mr. Rodgers indicated that Mr. MacDonald would be forced to use city sewer and added that there was not enough property for a septic tank drainfield. Mr. Rodgers did not believe that drainage requirements could be met.

Pasi Palonen said he had bought his house because of the country lifestyle and he felt this would have a negative impact on his family and neighbors.

Josephine Lopez opposed the request. She was concerned about traffic and parking issues.

Flavio Diaz said traffic had increased on their street and additional houses would add to this.

Wayne Bragg opposed the request and presented photos of the property. He said that Mr. MacDonald was “living out of sheds.”

Ms. Meyers corrected the information on Mr. MacDonald’s lot size: it was not half an acre, but three-quarters of an acre, approximately 37,000 square feet. She added that Mr. MacDonald was not requesting to add four homes. Mr. MacDonald occupied an existing home and he intended to change the elevation to accommodate the three additional homes on the 90’ x 305’ parcel. Ms. Meyers added that there was no other property having the ingress/egress to the north, east or west as this property did.

Ms. Meyers said that Town staff had attended the community meetings and had recorded them and taken notes. Ms. Meyers noted that the Davie Church of God had recently changed hands and would significantly affect traffic to 54th Avenue. Three additional families on this property would not. Ms. Meyers said there was also an existing sewer system on the property and parking could be accommodated.

Charles MacDonald, the applicant, said the first community meeting was “very irreverent” and the community had informed him of the concerns they wanted him to address. At the second meeting, they had discussed the traffic issue. Mr. MacDonald said this request would make his property consistent with the nearby properties and he felt these homes would be a plus to the neighborhood.

Mr. MacDonald said he had approached his neighbors to explain the houses he intended to build to counter the misinformation that he would build low-income, HUD housing. He presented 350 signatures of residents who did not oppose his request. Mr. MacDonald asked Council to approve his request.

Ms. Nolan clarified that Town staff did not attend or record public participation meetings.

Council disclosed communications they had regarding this item.

Councilmember Caletka said he had met with Mr. MacDonald to discuss the request and noted that there were identically-sized lots across the street. Councilmember Caletka knew that affordable

housing was needed in the area and so this would be good for the neighborhood. He had cautioned Mr. MacDonald that neighbors often opposed such plans. Councilmember Caletka advised that he would oppose the project because the immediate neighborhood strongly opposed it.

Mayor Truex said he opposed the request as well. He said that the areas for which they had discussed affordable housing “were not intruding on other people’s single-family homes.”

Vice-Mayor Crowley said Mr. MacDonald knew what the zoning was when he purchased the property.

Councilmember Paul said she opposed the request as well.

Councilmember Starkey hoped that homes could be built there that were consistent with existing zoning.

Councilmember Paul made a motion, seconded by Councilmember Caletka, to deny. In a roll call vote, the vote was as follows: Mayor Truex - yes; Vice-Mayor Crowley - yes; Councilmember Caletka - yes; Councilmember Paul - yes; Councilmember Starkey - yes. (Motion carried 5-0)

Items to be tabled

6.5 STAFF REQUESTING A TABLING TO APRIL 4, 2007

AN ORDINANCE OF THE TOWN OF DAVIE, FLORIDA, APPROVING REZONING PETITION ZB 11-1-05, CHANGING THE CLASSIFICATION OF CERTAIN LANDS WITHIN THE TOWN OF DAVIE FROM AG, AGRICULTURAL DISTRICT TO R-1, ESTATE DWELLING DISTRICT; AMENDING THE TOWN ZONING MAP TO COMPLY THEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. (ZB 11-1-05, Rhon Ernest-Jones Consulting Engineers/Nichols Associates, Ltd., southwest corner of Flamingo Road and SW 26 Street) *Planning and Zoning Board recommended approval*

This item was tabled earlier in the meeting.

6.6 STAFF REQUESTING A TABLING TO APRIL 4, 2007

AN ORDINANCE OF THE TOWN OF DAVIE, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE, CHAPTER 12, ARTICLE II, SECTION 12-24, STATEMENT OF PURPOSE AND INTENT OF ZONING DISTRICTS; ARTICLE III, SECTION 12-32, TABLE OF PERMITTED USES; SECTION 12-33 GENERAL REGULATIONS; SECTION 12-34, DETAILED USE REGULATIONS – STANDARDS ENUMERATED; ARTICLE IV, SECTION 12-54, NON-RESIDENTIAL PERFORMANCE STANDARD – COMMERCIAL CONSERVATION; ARTICLE V, SECTION 12-83, COMMERCIAL CONSERVATION STANDARDS; ARTICLE VI, SECTION 12-107, LANDSCAPING STANDARDS FOR LOTS AND SITES; ARTICLE VII, SECTION 12-208, REQUIREMENTS FOR OFF STREET PARKING; ARTICLE XII, SECTION 12-375, MASTER PLANNED DEVELOPMENTS; AND ARTICLE XIV, SECTION 12-503, DEFINITIONS; AMENDING RECYCLING, SCRAP METAL PROCESSING , AND AUTOMOBILE WRECKING YARDS AS EXISTING LEGAL USES IN THE M-3 ZONING DISTRICT WHEN THE UNDERLYING LAND USE CLASSIFICATION IS INDUSTRIAL AND THE EXISTING USE IS LEGALLY PERMITTED; PROVIDING FOR INCLUSION IN THE TOWN CODE; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

This item was tabled earlier in the meeting.

7. APPOINTMENTS

7.1 Mayor Truex

- 7.1.5. Mobile Home Task Force (one exclusive appointment - one representing a mobile home park owner/manager)

Mayor Truex appointed Milton Rines.

- 7.1.6. Senior Citizen Advisory Committee (one exclusive appointment - term expires April 2008) (members shall be a minimum 60 years of age)

No appointment was made.

- 7.1.7. Water and Environmental Advisory Board (one exclusive appointment; term expires April 2008) (insofar as possible, one member shall be a licensed engineer)

No appointment was made.

- 7.1.8. Youth Education and Safety Advisory Board (one exclusive appointment - term expires April 2008) (members shall, whenever possible, have interest and expertise in law enforcement, elementary school instruction, education matters, child psychology, pediatric medicine, parenthood and grandparenthood)

No appointment was made.

7.2 Councilmember Paul

- 7.2.1 Airport Advisory Board (two exclusive appointments; terms expire December 2007)

No appointments were made.

7.3 Councilmember Starkey

- 7.3.1 Airport Advisory Board (one exclusive appointment; term expires December 2007)

No appointment was made.

- 7.3.2 Mobile Home Task Force (one exclusive appointment - one representing a mobile home park owner/manager)

Councilmember Starkey said she had not received any additional names of park management and owners and asked if Council would agree to add more residents to the list in order to allow the task force to start meeting. She pointed out that Sunshine Village had no representatives and specifically requested David Ellis. Mr. Cherof advised that the resolution would have to be amended.

Councilmember Paul noted that the task force quorum was based on the number that had been appointed. Mayor Truex stated that it was important that park owners be represented, even though some park owners already on the task force were not really park owners. Councilmember Starkey pointed out that the owners would challenge the Town on this, and if they would not participate from the beginning, Council needed to find people willing to participate and help craft solutions. Mayor Truex asked that other park owners be solicited. Councilmember Starkey responded that if park owners were interested at this point, they would have approached Council. She suggested that the at-large position be “switched” to a property owner representation and then add “Mr. Ellis to that then.” Mayor Truex was not in favor of the request. Councilmember Caletka and Vice-Mayor Crowley agreed with Mayor Truex. Councilmember Paul wanted to allow more time to identify another owner.

- 7.3.3 Parks and Recreation Advisory Board (one exclusive appointment - term expires April 2008) (members should have a concern with or an interest in the park facilities and recreational needs of the citizens of the Town)

No appointment was made.

- 7.4 Unsafe Structures Board (two non-exclusive appointments; terms expire April 2009) (members shall be permanent resident or have their principal place of business within the Town's jurisdiction) (one appointment shall be a plumbing contractor and one appointment shall be a real estate property manager)

No appointments were made.

8. OLD BUSINESS

8.1 SW 8 Street Park Site Fencing

Parks and Recreation Director Dennis Andresky said there were problems with illegal parking and nuisance usage, and the neighborhood had requested the fencing. The fencing was included in last year's capital plan, but no funding had been allocated. He indicated that costs for six-foot vinyl-coated chain link fencing were estimated at \$40,000.

Councilmember Starkey suggested that other funding sources be considered. Mr. Andresky responded that this would postpone the project longer than the neighbors desired. Councilmember Paul felt the funding should come from the open space bond. Mr. Shimun agreed to investigate funding sources and report back to Council.

8.2 Recovery Negotiations Report (Forensic Audit) [deferred from February 21, 2007]

Mr. Shimun stated that the Oaks Road fire station emergency generator was originally bid at \$128,800, but had been purchased for approximately \$37,000 less, and the Town had requested that this amount be returned by the contractor. The Town was now at an impasse with the contractor and Mr. Shimun requested permission to enter into arbitration regarding this. Mr. Cherof agreed that arbitration was the proper course.

Vice-Mayor Crowley made a motion, seconded by Councilmember Caletka, to move forward with arbitration on this item per the recommendation of the Town Attorney and Town Administrator. In a voice vote, all voted in favor. (Motion carried 5-0)

Regarding the SW 49th Court construction, Mr. Shimun said they must decide if the Town should finish the road or if Mr. Amos should be responsible. Vice-Mayor Crowley thought when Council approved the item, Council had agreed that the Town would make the improvements to the existing road, and he felt the Town should complete it. Mr. Cherof informed Council that there were no exceptions in Town's Code for holding the developer responsible for roads, connections, or points of access. He pointed out that as the matter proceeded through site plan approval, staff comments clearly stated it would be the developer's responsibility. Mr. Cherof referred to a staff memo dated December 23, 2004, stating "the Public Works Department will also undertake roadway improvements along SW 49 Court from SW 65 Avenue, west to Mr. Amos's property by installing 12-foot roadway section and swale drainage." Mr. Cherof noted that this did not state the Town would pay for this, but perhaps Mr. Amos thought it would. He reminded Council of the prohibition against spending public funds for private improvement. Mr. Cherof concluded that Mr. Amos was ultimately financially responsible for the roadway improvement.

Mr. Peters explained that there was approximately \$7,000 in bond money set aside for the road improvements. He noted that the road could not be completed correctly without acquisition of additional rights-of-way or an adjacent landowner's permission to construct on his property. He

estimated the remaining costs to be \$30,000. Mr. Cherof noted that roadway improvements could be funded through a special assessment to all of the property owners on that length of the road. Mr. Cherof recommended that the Town complete the road and recover the costs from the property owner.

Councilmember Paul and Vice-Mayor Crowley felt that improvement requirements were not consistent from project to project. Mr. Cherof noted that each property was unique and agreed to provide additional language that could make the code even clearer regarding this responsibility.

Mr. Cherof suggested staff approach the owner of the property to the south to request a temporary access easement until that property was developed. Then they would demand payment for the improvement from Mr. Amos. If he refused, Council could decide whether to pursue this.

Vice-Mayor Crowley said he did not want the residents to become homeless because of this, and felt that the owner was under the impression that the Town would pay for this.

Building Official Bill Hitchcock said the buildings would be declared unsafe structures as of March 19th, because there were no certificates of occupancy. The owner could be granted 90 days to comply and then taken before the Unsafe Structures Board.

Council agreed to have the Town move ahead to finish the road per Mr. Cherof's suggestion.

8.3 Sound Walls on I-75 - Councilmember Paul

Councilmember Paul asked that Councilmember Caletka pursue the sound walls at the Metropolitan Planning Organization meetings. She felt the ramp expansion at Sheridan triggered the sound wall requirement and the walls should be installed for at least the length of the ramp work.

9. NEW BUSINESS

9.1 Young at Art's 18th Annual Children's Festival of the Arts

Earlier in the meeting, John Voight, Chair of the Young at Art Board, described the growth of this festival and explained that for safety reasons, they wanted to move the event to Robbins Lodge. He indicated that staff had suggested that the Town provide in-kind contribution by not charging fees and providing police security.

Councilmember Starkey asked for an estimate of the cost factor. Mr. Cohen informed her that the cost was approximately \$5,700, which included the Police and the Fire Departments, Public Works, Special Projects, and Parks and Recreation, a refundable security deposit, and Port-O-Lets. Mayor Truex wanted to accommodate the event, except for the deposit and police costs. Mr. Voight indicated that Waste Management might donate the Port-O-Lets.

Councilmember Paul asked that Young at Art incorporate a cultural diversity element into the event, since the Diversity Fair would not be held this year.

Councilmember Paul made a motion, seconded by Mayor Truex, to approve subject to the condition that Young at Art pay for police and the deposit; the Town requested that they use a cultural diversity theme; and that Young at Art request that Waste Management donate the Port-O-Lets. In a voice vote, all voted in favor. (Motion carried 5-0)

9.2 Tax Proposals - Mayor Truex

Mayor Truex was concerned about the impact tax cuts could have and feared that the impact might necessitate a reduction in services.

Councilmember Starkey reported that through the League of Cities, she had sat in on many discussions regarding this and had also listened to public testimony. In February, the League had sent a request to send data to John Thomas at the League of Cities to create an impact analysis.

Mayor Truex felt that all of the proposals he had seen were bad and indicated that if funds were cut from municipalities, it must be made up somewhere else. Council had no objection to Mayor Truex's traveling to Tallahassee to testify on behalf of the Town.

10. MAYOR/COUNCILMEMBER'S COMMENTS

COUNCILMEMBER CALETKA

PROFESSIONALISM. Councilmember Caletka indicated that he had been insulted by statements made regarding public figures, these accusations were “lascivious and malicious in intent, and false.” He said an accusation had been made that he had made an obscene gesture to Councilmember Starkey’s husband, which he denied. He stated that even though he did not support Councilmember Starkey’s re-election, there were no personal attacks. If Councilmember Starkey was re-elected, they would work together.

METROPOLITAN PLANNING ORGANIZATION (MPO). Regarding the MPO, Councilmember Caletka stated he would be voting against anything that did not provide sound walls in the Town. He added that there were others on the MPO who felt the same way.

COUNCILMEMBER PAUL. Councilmember Caletka said it had been a pleasure to work with Councilmember Paul and hoped her replacement would be “half as good as what your record is.”

VICE-MAYOR CROWLEY

WATERWAY CLEANUP. Vice-Mayor Crowley announced that February 10th was the Waterway Cleanup event and he hoped to see everyone there.

COUNCILMEMBER STARKEY

POLICE/FIRE MEMORIAL. Councilmember Starkey urged Council to visit the Police/Fire Memorial. She thanked staff, residents and businesses that had helped bring this project to fruition.

COUNCILMEMBER PAUL

EQUESTRIAN AND MULTI-USE CROSSING DESIGNS FOR PUBLIC INTERSECTIONS. Councilmember Paul presented Mr. Shimun with a 2003 resolution regarding this, including diagrams and notes from the Open Space Committee, and asked him to expedite this.

BINGO TRANSPORTATION. Councilmember Paul questioned why special approval was needed to allow the use of the Parks and Recreation van to shuttle seniors from Pine Island to Ivanhoe for bingo. Mr. Andresky said there was an existing bingo program on Friday at Pine Island, and staff felt that the staff time and transportation to Ivanhoe did not make sense financially, but if Council agreed that they wanted to provide the transportation to Ivanhoe, he did not object.

SEAESCAPE TRIPS. Councilmember Paul asked if this problem was solved and noted that there was no cost to the Town for the trip. Mr. Andresky indicated that he would look into this matter.

FARM BUREAU CATTLE REQUEST. Councilmember Paul advised that she had been informed that the Farm Bureau had been approached to find “cattle people” who would like to lease 151 acres in west Davie for at least two years to maintain the agricultural classification. She felt this was a bad faith move based on the developer’s agreement to not use an agricultural classification and to pay full property taxes.

FPL UNDERGROUND LINE PRESENTATION. Councilmember Paul remembered requesting that FPL be invited to make a presentation regarding underground power lines, but this had still not happened.

THANKS. Councilmember Paul thanked Ms. Stafiej for her efforts with the Orange Blossom Festival, noting the success of the festival. She also thanked Public Information Office Braulio Rosa for his work on the updates and staff in Administration.

MAYOR TRUEX

REAL ESTATE OPEN HOUSE SIGNS. Mayor Truex stated that a realtor had sent a copy of Plantation’s ordinance regarding this issue. He would like to see the Town adopt a similar ordinance outlining the rules for these signs. Council had no objections to having staff or Mr. Cherof create

similar language for the Town’s Code, specific to open house event signs. Mayor Truex asked that staff “not lean so hard” on the one-day event open house signs only. He also asked that staff follow the spirit of Plantation’s Code in the meantime.

COUNTY AIRPORT MEETING. Mayor Truex stated that what Broward County was proposing was a drastic change from past proposals, because the costs were too high. He wanted as many residents as possible to attend the meeting on March 14th because of the dramatic effect this would have on the Town as opposed to any other municipality. Mayor Truex added that the Town needed to notify the residents of Pine Island Ridge who would be affected by the altered flight path. He stated that the lifting of restrictions would cause noise levels to increase significantly along the Griffin Road corridor.

Councilmember Starkey suggested fliers be created to alert the residents. Council discussed the possibility of using the reverse 911 system for alerting residents by phone.

11. TOWN ADMINISTRATOR’S COMMENTS

No comments were provided.

12. TOWN ATTORNEY’S COMMENTS

No comments were provided.

13. ADJOURNMENT

There being no further business to discuss and no objections, the meeting was adjourned at 1:04 a.m.

Approved _____

Mayor/Councilmember

Town Clerk

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TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Ken Cohen, Assistant Town Administrator - 797 1030

PREPARED BY: Maria Mackie, Administrative Aide

SUBJECT: Ferncrest Utilities Bulk Water & Sewer Agreement

AFFECTED DISTRICT: District 1

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF AGREEMENT TO MODIFY BULK WATER AND SEWAGE USER AGREEMENT BETWEEN THE TOWN OF DAVIE AND FERNCREST UTILITIES TO PROVIDE BULK WATER AND SEWAGE SERVICE; AND PROVIDING AN EFFECTIVE DATE.

REPORT IN BRIEF: Recently, Ferncrest Utilities, Inc. received notification from the Broward County Health Department stating they are “in violation of Rule 62-550.310 (3), Florida Administrative Code which establishes the maximum contaminant levels (MCL’s) for total trihalomethanes (TTHM’s) and haloacetic acids (five) (HAA5’s) as 0.080 milligrams per liter (mg/L) and 0.060 mg/L, respectively.” In order for Ferncrest Utilities to correct the problem, a significant amount of new equipment will have to be purchased and installed. It will take a considerable amount of time to complete the project and correct the problem. During the time period that this will take place, Ferncrest is requesting that the Town of Davie enter into a "Memorandum of Agreement" (Exhibit A) to provide water service to the entire Ferncrest service area. We currently have an agreement with Ferncrest (Exhibit B) to provide up to 200,000 gallons per day, but would have to increase this to 742,000 gallons per day. The Town of Davie Utilities does not currently have the excess capacity to provide this service to Ferncrest. The agreement will be contingent on the South Florida Water Management District temporarily transferring Ferncrest’s wellfield withdrawal allocation to Davie for the length of the agreement, (30 months).

The major changes to the original agreement are:

- 1) Removal of the \$0.25 discount. Ferncrest Utility will pay the same rate charged to Town of Davie customers. Continuation of this discount would result in a \$169,375 discount over the 30 month life of the amendment.
- 2) The maximum daily water consumption will increase from 200,000 gallons to 742,000 gallons.

PREVIOUS ACTIONS: At the December 20, 2006 Council meeting, Council tabled the item to January 17, 2007. At the January 17, 2007 Council meeting, Council tabled the item to February 7, 2007. At the February 7, 2007 Council meeting, Council tabled the item to February 21, 2007. At the February 21, 2007 Council meeting, Council tabled the item to March 7, 2007. At the March 7, 2007 Council meeting, Council tabled the item to May 2, 2007.

CONCURRENCES: n/a

FISCAL IMPACT: not applicable

Has request been budgeted? n/a

If yes, expected cost: \$

Account Name:

If no, amount needed: \$

What account will funds be appropriated from:

Additional Comments:

RECOMMENDATION(S): Motion to approve the resolution

Attachment(s): Resolution, memorandum of agreement (Exhibit A), R-99-220 (Exhibit B0

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF AGREEMENT TO MODIFY BULK WATER AND SEWAGE USER AGREEMENT BETWEEN THE TOWN OF DAVIE AND FERNCREST UTILITIES TO PROVIDE BULK WATER AND SEWAGE SERVICE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Davie owns and operates a water producing and distribution facility and a sewage collection and treatment facility located within Town; and

WHEREAS, Ferncrest Utilities, Inc. is a private utility company with its service area located within and adjacent to the corporate limits of the Town; and

WHEREAS, to better service the customers of Ferncrest Utilities, Inc., Ferncrest has requested that the Town to modify the existing a Bulk Water and Sewage User Agreement; and

WHEREAS, the Town is agreeable to providing said service and wishes to authorize the Mayor to enter an agreement providing for same, a copy of which is attached hereto as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council of the Town of Davie hereby authorizes the Mayor to execute the Memorandum of Agreement to modify Bulk Water and Sewage User Agreement between the Town of Davie and Ferncrest Utilities, Inc., a copy of which is attached hereto as Exhibit "A".

SECTION 2. The appropriate Town officials are authorized to take all necessary actions to implement the Agreement.

SECTION 3. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2007

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2007

MEMORANDUM OF AGREEMENT TO MODIFY BULK WATER AND SEWER AGREEMENT

This Memorandum of Agreement ("Modification Agreement") between the Town of Davie, a municipal corporation of the State of Florida, ("Davie") and Ferncrest Utilities, Inc., a Florida Corporation, ("Ferncrest") dated this _____ day of February 2007 establishes a 30-month modification of the Bulk Water and Sewage User Agreement between Davie and Ferncrest (the "Bulk Agreement"), a copy of which is attached hereto and incorporated herein by reference, for the purpose of temporarily increasing the average potable water flow to Ferncrest from 200,000 gallons per day per month to 730,000 gallons per day average per month.

This Modification Agreement is entered into because Davie and Ferncrest have been discussing the possible purchase of Ferncrest by Davie. In order to comply with new State water quality standards, Ferncrest must install a costly new treatment system, an expense that is contrary to the best interest of Davie and Ferncrest if Davie purchases Ferncrest.

As an alternative to adding new water treatment technology while the purchase and sale negotiations continue, Ferncrest can meet the new water quality standards by supplying all of its customers with water purchased from Davie. In order to meet the needs of all of Ferncrest's customers as well as Davie's current and anticipated new customers during the 30-month period, Davie will need to increase withdrawals from the North Wellfield above the current Consumptive Use Permit ("CUP") limit.

In order to allow the purchase and sale negotiations between Davie and Ferncrest to proceed without placing Davie, Ferncrest, or their respective customers at a disadvantage, Davie and Ferncrest hereby agree to the following:

1. Davie will apply to the South Florida Water Management District ("SFWMD") to temporarily increase by 271 million gallons per year which is 742,000 gallons per day ("gpd") average the North Wellfield withdrawals under the current CUP for a period of 30 months;
2. Ferncrest will apply to the SFWMD to temporarily reduce withdrawals under its CUP by 742,000 gpd average for a period of 30 months;
3. The rate Ferncrest shall pay Davie shall be the same rate charged Town of Davie customers;
4. This Modification Agreement amends for 30 months the Service Area defined in the Bulk Agreement to include Ferncrest's entire service area;
5. This Modification Agreement increases for 30 months the maximum average monthly flow to Ferncrest under the Bulk Agreement from 200,000 gpd to 730,000 gpd average, and Ferncrest can not exceed this amount; and,
6. For the proposed 30-month period, this Modification Agreement establishes for customers of Ferncrest a service priority equal to direct customers of Davie.

This Agreement shall inure to and be binding upon the successors of each of the parties hereto.

All notices required pursuant to this Agreement shall be properly given if mailed by the United States registered or certified mail addressed to the party to which notice is to be given at the following respective addresses:

Town of Davie
Attn: Town Administrator
6591 Orange Drive
Davie, Florida 33314

Ferncrest Utilities, Inc.
3015 SW 54th Avenue
Fort Lauderdale, FL 33314

with a copy to:
Kenneth S. Cohen

with a copy to:
H. Collins Forman, Jr., Esq.
H. Collins Forman, Jr., P.A.
1323 S.E. Third Avenue
Fort Lauderdale, FL 33316

This Agreement may be amended, changed, voided or annulled any time by joint consent of the parties in writing.

This Agreement shall not become effective until:

1. A resolution has been adopted by each of the parties hereto approving this Agreement and authorizing its execution; and,
2. The South Florida Water Management District Governing Board approves a temporary 30-month increase in the permitted withdrawal of water from Davie's North Wellfield by 271 million gallons per year which is 742,000 gallons per day ("gpd") average and a 30-month decrease in the permitted withdrawal of water from the Ferncrest wellfield by 742,000 gpd.

IN WITNESS WHEREOF, Seller has caused this Agreement to be signed by its Mayor and attested by its Town Clerk and its Corporate Seal to be affixed, and approved by the Town Attorney, and Consumer has caused this Agreement to be signed by its _____ and _____, and attested by the _____, and its Corporate Seal to be affixed, and approved by its Attorney, in duplicate, the day and year above written.

TOWN OF DAVIE

By: _____
Mayor:

(Corporate Seal)

Attest:

Town Clerk:

FERNCREST UTILITIES, INC.

By: _____
By: Robert V. Salerno

(Corporate Seal)

Attest:

Title:

Exhibit B

RESOLUTION NO. R-99- 220

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A BULK WATER AND SEWAGE USER AGREEMENT BETWEEN THE TOWN OF DAVIE AND FERNCREST UTILITIES TO PROVIDE BULK WATER AND SEWAGE SERVICE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Davie owns and operates a water producing and distribution facility and a sewage collection and treatment facility located within the Town; and

WHEREAS, Ferncrest Utilities, Inc. is a private utility company with its service area located within and adjacent to the corporate limits of the Town; and

WHEREAS, to better service the customers of Ferncrest Utilities, Inc., Ferncrest has requested that the Town provide water and sewage service pursuant to a Bulk Water and Sewage User Agreement; and

WHEREAS, the Town is agreeable to providing said service and wishes to authorize the Mayor to enter an agreement providing for same, a copy of which is attached hereto as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

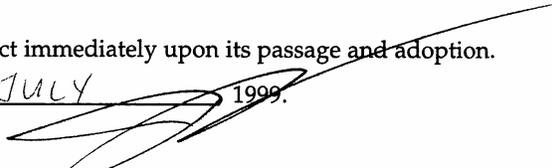
SECTION 1. That the above recitations are true and correct.

SECTION 2. The Town Council of the Town of Davie hereby authorizes the Mayor to execute the Bulk Water and Sewage User Agreement between the Town of Davie and Ferncrest Utilities, Inc., a copy of which is attached hereto as Exhibit "A".

SECTION 3. The appropriate Town officials are authorized to take all necessary actions to implement the Agreement.

SECTION 4. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS 7th DAY OF JULY, 1999.



MAYOR/COUNCILMEMBER

ATTEST:



TOWN CLERK

APPROVED THIS 7th DAY OF JULY, 1999.

R-99-/Ferncrest Bulk Wtr Agmt

BULK WATER AND SEWAGE
USER AGREEMENT

THIS AGREEMENT, made and entered into this 7 day of July, 1999,
by and between:

Town of Davie, a municipal corporation of the State of
Florida, herein called the "Seller",
and
Ferncrest Utilities, Inc., a Florida Corporation, hereinafter
called the "Consumer",

WITNESSETH

WHEREAS, the Seller in its proprietary capacity, owns and operates a water producing and distribution facility and a sewage collection and treatment facility, collectively referred to as "Utility", and is in a position to service the Consumer; and

WHEREAS, the Consumer in its proprietary capacity, desires to purchase from Seller water to be used in Consumer's distribution system and to return sewage to Seller to be treated for servicing Consumer's customers, upon terms mutually agreeable;

NOW THEREFORE, for and in consideration of the premises and the sum of One Dollar (\$1.00) cash in hand paid by the Consumer to the Seller, receipt whereof is hereby acknowledged, and other good and valuable consideration, IT IS HEREBY COVENANTED AND AGREED by and between the parties hereto as follows:

(1) The Seller agrees to sell to the Consumer and the Consumer agrees to buy from the Seller water for resale to the customers of the Consumer, and the Seller agrees to accept untreated sewage and the Consumer agrees to pay for the treatment of the sewage from the same citizens and customers of the Consumer, under the terms and conditions set forth herein.

(2) All water delivered by the Seller shall be clean, potable water, meeting all current Federal, State and Local regulations in effect for the Utility at the time of transmission, relating to the quality of water as such Regulations may apply during the life of this Agreement. Failure of the Seller to provide water of the quality required by this paragraph shall be deemed a breach of this agreement, however, an allegation of failure to meet any such Regulations which is challenged by the Seller, shall not be deemed a breach of the Agreement unless there is a final finding after exhaustion of any appeals that there has, in fact, been non-compliance with said Regulations.

(3) During the term of this Agreement, the Seller will undertake to deliver water to the Consumer in such quantities as are required by the Consumer for resale by the Consumer to its customers in the areas hereinafter described, and subject to the conditions herein contained, but only after proper water meter or master water meters are installed. The maximum average flow shall be 200,000 gallons per day per month. However the Seller does not bind itself during periods of water shortage resulting from an emergency condition to do more than deliver water to said metering station in such quantities and pressure as are available throughout the Town. In the event it should become necessary for the Seller to adopt regulations for conservation of water during such time of emergency, the Consumer agrees that it will adopt and use reasonable efforts to enforce in the areas covered by this Agreement the same regulations for conservation of water during such time of emergency.

(4) The areas to be serviced by Consumer are situated in Broward County, Florida, and shall be referred to as "Service Area" for the purpose of this Agreement. The Service Area is described as follows:

Areas in the corporate limits of the Town of Davie east of the Florida Turnpike and north of Oakes Road.

(5) There shall be water meters installed at points mutually agreeable, through which all water provided to Consumer shall be supplied, and all water furnished by

Seller shall be metered through such meters. The Consumer shall, at its own expense, procure and install a water meter or water meters, the type of such meters to be approved by, and the installation thereof to be approved by the Seller or its authorized agents. The sewage connection point shall be at a mutually agreeable location and its installation shall be at the sole expense of the Consumer and approved by the Seller or its authorized agents. After installation, the Consumer will, at its own expense, operate and maintain the water meters and downstream distribution lines and the sewage collection lines.

(6) The Consumer shall own the water meters. The meters shall be of standard make and type, pursuant to AWWA standards, installed in a readily accessible location with checking or calibration devices, and the installation shall indicate flow with an error not to exceed plus or minus three percent of full scale reading. If found to be in error exceeding three percent of true accuracy, the meter shall be recalibrated to the satisfaction of the parties hereto. If such error of more than three percent is discovered, bills for the next period following the prior meter accuracy check shall be adjusted to reflect the quantity of over-read or under-read exceeding three percent. In calculating such billing adjustment it will be assumed that the meter inaccuracy existed for one-half of the entire time interval between meter accuracy checks, not to exceed twelve (12) months. The billing adjustment shall be made at the same rate established in accordance with Section (9) hereinafter, but the volume used in the billing calculations shall be adjusted as described above.

The Seller may request and the Consumer agrees to perform a meter accuracy check at any reasonable time acceptable to both parties. The meter accuracy test will be required at least once every two years. If the meter is found to be in error exceeding three percent true accuracy, it shall be recalibrated as described above and the entire cost for such checking and recalibration shall be paid for by the Consumer.

(7) The water furnished by the Seller hereunder shall be delivered to the Consumer at the points of delivery (meter locations) at a minimum head of one hundred (100) feet (+44PSI) except during fire demand. The Seller shall not be responsible for water hammer in any of the pipe lines of the Consumer nor shall

the Seller be responsible for meeting any demands for water other than that required by the terms of this Agreement. It shall be the obligation and duty of the Consumer to carry the water at its own expense from each point of delivery to the place or places of ultimate use and, in so doing, to supply and impart to the water adequate pressure as may be necessary to provide adequate pressure at all points beyond such point of delivery, in consequence whereof the Seller shall not be responsible for insufficient pressure, nor be required to correct any fluctuation in pressure, occurring beyond any such point of delivery.

(8) The sewage to be delivered by the Consumer to the Seller shall be untreated wastes only from the Consumer's customers who are recipients of the Seller's water. It shall be the Consumer's responsibility to collect and transmit the sewage to the agreed point of sewage connection.

(9) The water rates to be charged by the Seller to the Consumer herein shall be a user rate of \$1.12 per 1,000 gallons. The rates may be adjusted to the Consumer as Seller adjusts its rate structure for all customers of Seller's service. At the time of execution of this agreement, the differential of rates between retail customers and Consumer is \$0.25 per 1,000 gallons. It is the intention of the parties that any future rate adjustments will result in the same differential of rates so that the Consumer's rates are \$0.25 less per 1,000 gallons than the rate to retail customers. The sewage rates to be charged by the Seller to the Consumer herein shall be a user rate of 100% of the water rate @ \$1.46 per 1,000 gallons. The rates may be adjusted to the Consumer as Seller adjusts its rate structure for all customers of Seller's service. It is the intention of the parties that any future rate adjustments will result in the same differential of rates so that Consumer's rates are \$0.25 less per 1,000 gallons than the rate to retail customers.

(10) Readings of each water meter at all points of delivery shall be taken by the Consumer on or about the fifteenth day of each month and shall be used for monthly billing purposes under the provision of this section.

The Seller shall render monthly statements for water furnished to each meter and the Consumer shall pay promptly all statements furnished by Seller.

(11) Seller shall obtain from the State Board of Health and the Broward County Department of Natural Resource Protection such construction and operation permits or other data as may be required for any addition or extension of seller's system within the Service Area.

(12) Water sold to Consumer hereunder will be supplied from Seller's water producing facilities and will be of substantially the same quality and at the same pressure at the point of connection as the water furnished by Seller to its consumers within the Town limits of Seller, and said pressure shall not be below the minimum provided in Section (7).

(13) Sewage treatment service purchased by Consumer shall include full responsibility of Seller for compliance with all applicable Federal, State, Town of Davie and County regulations regarding treatment criteria and operation.

(14) Any temporary or continuing cessation of the service by the Seller caused by an Act of God, fire, strike, casualty, necessary maintenance work, breakdown of or injuries to machinery, pumps or pipelines, civil or military authority, insurrection, riot, or any other causes, whether or not of the same kind as enumerated herein, shall not constitute a breach of the Agreement on the part of the Seller, and the Seller shall not be liable to the Consumer for any damage resulting from such cessation of service. The Seller shall use due diligence in the operation and maintenance of its water supply and transmission facilities; however, the Seller shall not be responsible to the Consumer for any interruption of service due to causes beyond the Seller's control not due to the negligence of the Seller. All of the provisions of this Section shall apply equally to obligations of the Seller and the Consumer under this Agreement.

(15) Any controversy or claim arising out of this Agreement which cannot be amicably resolved by the parties shall be voluntarily submitted to arbitration by

agreement of both parties. If both parties do not agree to arbitration, then either party can proceed with litigation without having to first obtain an Order of Arbitration.

(16) The purchase and sale of water and sewer treatment services pursuant to this Agreement shall commence thirty (30) days after the Consumer notifies the Seller in writing that it is able to accept water at the point of connection, and shall continue until terminated in the following manner. The terminating party, either the Seller or the Consumer, shall give the other party hereto twelve (12) months notice of its intention to terminate this Agreement. At the expiration of the 12 month notice period the agreement shall be deemed terminated. Such notices shall be in writing and shall be sent by registered or certified mail, return receipt requested, to the party entitled to such notice at the address specified in paragraph numbered (18) of this Agreement.

(17) This Agreement shall inure to and be binding upon the successors of each of the parties hereto.

(18) All notices required pursuant to this Agreement shall be properly given if mailed by United States registered or certified mail addressed to the party to which notice is to be given at the following respective addresses:

Town of Davie
Attn: Town Administrator
6591 Orange Drive
Davie, Florida 33314

with a copy to:

Barry Webber

Ferncrest Utilities, Inc. 3015 SW 54th Ave.
Ft. Lauderdale, FL 33314

with a copy to: H. Collins Forman, Jr., Esq.
H. Collins Forman, Jr., P.A.
1323 SE Third Ave
Ft. Lauderdale, FL 33316

(19) This Agreement may be amended, changed, voided or annulled any time by joint consent of the parties in writing.

(20) This Agreement shall not become effective until a resolution has been adopted by such of the parties hereto approving this Agreement and authorizing its execution.

IN WITNESS WHEREOF, Seller has caused this Agreement to be signed by its Mayor and attested by its Town Clerk and its Corporate Seal to be affixed, and approved by the Town Attorney, and Consumer has caused this Agreement to be signed by its and , and attested by the , and its Corporate Seal to be affixed, and approved by its Attorney, in duplicate, the day and year above written.

TOWN OF DAVIE

By _____
Mayor

(Corporate Seal)

Attest: _____
Town Clerk

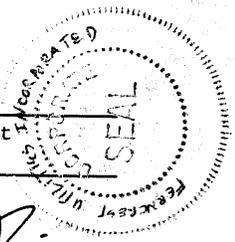
FERNCREST UTILITIES, INC.

By _____
Robert V. Salerno, President

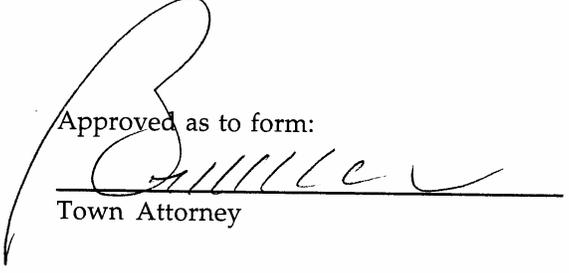
(Corporate Seal)

By _____

Attest: _____
Attorney for Ferncrest Utilities, Inc.



Approved as to form:


Town Attorney

APPROVAL OF CONSENT AGENDA

TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Herb Hyman/797-1016

PREPARED BY: Herb Hyman/797-1016

SUBJECT: Resolution

AFFECTED DISTRICT: All

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, SELECTING THE FIRM OF AON CONSULTING, INC. TO PROVIDE HEALTH INSURANCE CONSULTANT SERVICES AND AUTHORIZING THE TOWN ADMINISTRATOR OR HIS DESIGNEE TO NEGOTIATE AN AGREEMENT FOR SUCH SERVICES.

REPORT IN BRIEF: The Town solicited competitive sealed proposals for health insurance consultant services. RFP documents were sent to forty-seven (47) prospective proposers. Additionally, the bid was advertised state-wide in Florida Bid Reporting and nationally in BidNet and also posted on the Town's web site. The Town received nine (9) responses (eight (8) proposals and one (1) "no bid" response.). The selection committee short listed the top five proposers to make an oral presentation. Following oral presentations, the selection committee ranked the firms. The selection committee recommends Aon Consulting, Inc. in accordance with the ranking totals attached hereto. The initial contract will be a one (1) year contract.

PREVIOUS ACTIONS: At the April 18, 2007 Council meeting, Council tabled the item to May 2, 2007.

CONCURRENCES: Aon Consulting, Inc. was chosen by the selection committee.

FISCAL IMPACT: Yes

Has request been budgeted? Yes

If yes, expected cost: To be negotiated with the highest ranked firm.

Account Name: Self Insurance-Administrative Cost

Additional Comments:

RECOMMENDATION(S): Motion to approve the resolution.

Attachment(s):

Procurement Authorization
Selection Committee Rankings
Incorporation information

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, SELECTING THE FIRM OF AON CONSULTING, INC. TO PROVIDE HEALTH INSURANCE CONSULTANT SERVICES AND AUTHORIZING THE TOWN ADMINISTRATOR OR HIS DESIGNEE TO NEGOTIATE AN AGREEMENT FOR SUCH SERVICES.

WHEREAS, the Town solicited proposals to provide health insurance consultant services; and

WHEREAS, the selection committee has selected Aon Consulting, Inc. as the firm best qualified to provide the required services; and

WHEREAS, it is in the Town's best interest to execute a contract for such services.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council of the Town of Davie does hereby accept the selection of Aon Consulting, Inc. as the firm best qualified to provide the required services and authorizes the Town Administrator or his designee to negotiate an agreement for such services and present that contract for approval at a future meeting date. Should no agreement be reached with the highest ranking firm, then the Town Administrator or his designee shall negotiate with the next ranked firm and present that agreement for approval.

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2007

MAYOR/COUNCILMEMBER

Attest:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2007

TOWN OF DAVIE PROCUREMENT AUTHORIZATION

<u>ACCOUNT NUMBER.</u>	<u>BUDGET ITEM & DESCRIPTION</u>	<u>APPROXIMATE COST</u>
051-0271-562-0352 <i>SELF INSURANCE-ADMIN COST.</i>	Health Insurance Consultant	\$95,000.00

METHOD OF PROCUREMENT (check the one that applies)

- Open Competitive Bidding
- Piggyback on Contract Number _____
- Sole Source
- Request For Proposals

SPECIFICATIONS & LIST OF VENDORS MUST BE ATTACHED

Signed _____
Department Head

Have Funds been Reserved RESV. 35787

Date 4/10/07 Signed (Signature)

Signed _____
Town Administrator

VENDOR	BIDS SUBMITTED	COST
AON CONSULTING	RANKED	1 ST
CAPRETTA ASSOCIATES	RANKED	2 ND
GALLAGHER BENEFITS	RANKED	3 RD (TIE)
SAPORNYK INSURANCE	RANKED	3 RD (TIE)
RIDDERS INSURANCE	RANKED	5 TH
MILLMAN, INC.	NOT RANKED	
USF SOUTH EAST	NOT RANKED	
EMPLOYERS MUTUAL	NOT RANKED	
JOHN'S EASTERN COMPANY	NO BID	

Signed _____
Procurement Manager

BID SPECIFICATION COMMITTEE'S RECOMMENDATION	
Vendor	Cost
AON CONSULTING	RANKED 1 ST

	A	B	C	D	E	F
1						
2						
3			HEALTH INSURANCE CONSULTANT			
4						
5						
6	COMMITTEE MEMBER	AON	CAPRETTA	GALLAGHER	SAPOZNIK	RHODES
7		CONSULTANTS	& ASSOCIATES	BENEFITS	INSURANCE	INSURANCE
8						
9	W. UNDERWOOD C. WANDA	1	3	2	4	5
10	R. MUNIZ	5	2	4	3	1
11	M. KUTNEY	1	4	5	2	3
12	L. PETERS	←	A B	5	7	→
13	K. COHEN	3	1	4	2	5
14	M. ALAN D. LARZKE	3	5	1	4	2
15	J. PULEO	2	1	3	4	5
16	B. TRAPANI	3	1	4	2	5
17	R. MOORE	3	4	2	3	5
18	H. HYMAN	1	2	3	4	5
19						
20	TOTAL	20	23	28	28	33
21						
22	RANKING	1 ST	2 ND	3 RD	3 RD	5 TH
23						

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
AON Consulting, Florida

Business name, if different from above
Aon Consulting, Inc. Florida

Check appropriate box: Individual/Sole proprietor Corporation Partnership Other Exempt from backup withholding

Address (number, street, and apt. or suite no.)
1001 Brickell Bay Drive, Suite 1000

City, state, and ZIP code
Miami, FL 33131

Requester's name and address (optional)

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 your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
| | | | | | | | | |

or

Employer identification number
36421514110

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. person (including a U.S. resident alien).

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 on page 4.)

Sign Here Signature of U.S. person **[Signature]** Date **1-2-07**

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you re:

- An individual who is a citizen or resident of the United States,
 - A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
 - Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.
- Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.
- The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:
- The U.S. owner of a disregarded entity and not the entity,

Town of Davie Vendor/Bidder Disclosure

I, Keith Williams, being first duly sworn state that:
The full legal name and business address of the person(s) or entity contracting with the
Town of Davie ("Town") are as follows (Post Office addresses are not acceptable):

Name of Individual, Firm, or Organization: Aon Consulting Inc, Florida
Address: 1001 Brickell Bay Dr Suite 1000
Miami, FL 33131
FEIN 36-4254410
State and date of incorporation Florida 1998

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who directly or indirectly holds five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full name and address shall be provided for each trustee and each beneficiary. All such names and address are as follows (Post Office addresses are not acceptable):

Names, Addresses, and Titles of Individual Who Will Lobby:

Full Legal Name	Address	Ownership
<u>N/A</u>		<u>%</u>
		<u>%</u>
		<u>%</u>
		<u>%</u>

2. The full legal names and business addresses of any other individual (other than subcontractors, materialmen, suppliers, laborers, and lenders) who have, or will have, any legal, equitable, or beneficial interest in the contract or business transaction with the Town are as follows (Post Office addresses are not acceptable):

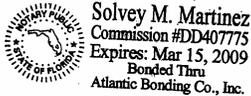
Full Legal Name	Address

By: *Keith Williams*
 Signature of Affiant
Keith Williams
 Print Name

Date: 1-2-07

SUBSCRIBED AND SWORN TO or affirmed before me this 2 day of January 2007, by Keith K. Williams, he/she is personally known to me or has presented Driver's License as identification.

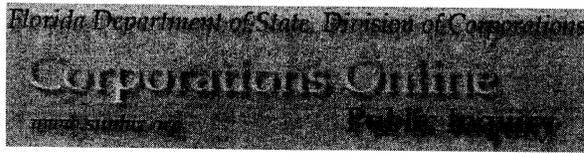
Solvey M. Martinez
 Notary Public, State of Florida at Large



Print or Stamp of Notary

DD 40775
Serial Number

My Commission Expires: March 15, 2009



Florida Profit
AON CONSULTING, INC.

PRINCIPAL ADDRESS
200 E. RANDOLPH STREET
CHICAGO IL 60601
Changed 04/14/2004

MAILING ADDRESS
P.O BOX 8264
CHICAGO IL 60680-8264
Changed 04/08/2003

Document Number P98000088798	FEI Number 364254410	Date Filed 10/16/1998
State FL	Status ACTIVE	Effective Date NONE
Last Event AMENDMENT	Event Date Filed 09/14/2001	Event Effective Date NONE

Registered Agent

Name & Address
CORPORATION SERVICE COMPANY 1201 HAYS STREET TALLAHASSEE FL 32301-2525
Name Changed: 10/03/2002
Address Changed: 10/03/2002

Officer/Director Detail

Name & Address	Title
VAUGHN, ROGER L 200 E RANDOLPH ST 4TH FLOOR CHICAGO IL 60601	D
INGRAM, DONALD C 200 E RANDOLPH ST 4TH FLOOR	PD

<http://www.sunbiz.org/scripts/cordet.exe?a1=DEFIL&n1=P98000088798&n2=NAMFW...> 4/10/2007

CHICAGO IL 60601 AIGOTTI, DIANE M 200 E RANDOLPH ST 4TH FLOOR	T
CHICAGO IL 60601 VODZIAK, RICHARD L 200 E RANDOLPH ST 4TH FLOOR	AVP
CHICAGO IL 60601 KRAFT, JENNIFER L 200 E RANDOLPH ST 4TH FLOOR	S
CHICAGO IL 60601 LE VAUGHN HOOKS, HAROLD JR 200 E RANDOLPH ST	VP
CHICAGO IL 60601	

Annual Reports

Report Year	Filed Date
2004	04/14/2004
2005	04/15/2005
2006	04/20/2006

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Document Images

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04/20/2006 -- ANNUAL REPORT
04/15/2005 -- ANNUAL REPORT
04/14/2004 -- ANNUAL REPORT
04/08/2003 -- ANNUAL REPORT
10/03/2002 -- Reg. Agent Change
05/01/2002 -- ANNUAL REPORT
09/14/2001 -- Amendment
05/03/2001 -- ANNUAL REPORT
05/07/2000 -- ANNUAL REPORT
05/04/1999 -- ANNUAL REPORT
10/16/1998 -- Domestic Profit

THIS IS NOT OFFICIAL RECORD; SEE DOCUMENTS IF QUESTION OR CONFLICT

<http://www.sunbiz.org/scripts/cordet.exe?a1=DEFIL&n1=P98000088798&n2=NAMFW...> 4/10/2007

TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Donald DiPetrillo, Fire Chief

PREPARED BY: Julie Downey, Assistant Fire Chief

SUBJECT: First Aid and Medical Supplies

AFFECTED DISTRICT: N/A

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, ACCEPTING THE BIDS FOR FIRST AID SUPPLIES AND EQUIPMENT.

REPORT IN BRIEF: A competitive bid was conducted for supplying first aid supplies and equipment for the Fire Department. The Town sent out specifications to twenty six (26) prospective bidders. Additionally, the bid was advertised state-wide in Florida Bid Reporting and nationally in BidNet and also posted on the Town's web site. The Town received twelve (12) bids. The items needed by the Fire Department were broken down into groups. The bidders were told that to be considered for award, they MUST bid all items within the group. The recommendation is to award to the lowest bidder for each group as identified in the recommendation memo from Fire Department attached hereto. The initial term of the contract is one (1) year with an option to extend the contract for an additional year by mutual agreement of the parties. Contract extensions, if appropriate, , will be sent to the Town Council for approval.

PREVIOUS ACTIONS: Not Applicable

CONCURRENCES: The recommended award has been reviewed by the Fire Chief and the Bid Specification Committee who concur with the decision to award to the lowest bidder for each group.

FISCAL IMPACT: Yes

Has request been budgeted? Yes

If yes, expected cost: \$\$120,000/yr

Account Name: Fire Department-First Aid Supplies and Equipment Account Number 001-0602-522-0407

Additional Comments:

RECOMMENDATION(S):

Attachment(s): Procurement Authorization, Department Recommendation Memo dated 3/26/2007 including vendor back up, Bid Tabulation

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, ACCEPTING THE BIDS FOR FIRST AID SUPPLIES AND EQUIPMENT.

WHEREAS, the Town is in need of first aid supplies and equipment for the Fire Department; and

WHEREAS, the Town solicited sealed bids for such first aid supplies and equipment; and

WHEREAS, after review, the Town Council wishes to accept the lowest bid for each group of first aid supplies and equipment as identified in Attachment "A".

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council hereby accepts the lowest bid for each group of first aid supplies and equipment as identified in Attachment "A".

SECTION 2. The Town Council hereby authorizes the expenditure from the Fire Department-First Aid Supplies and Equipment Account Number 001-0602-522-0407.

SECTION 3 The initial term is one (1) year with an option to extend the contract for one (1) additional year by mutual agreement of the parties. Contract extensions, if appropriate, will be handled administratively by staff subject to budgetary approval by Town Council.

SECTION 4. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2007

MAYOR/COUNCILMEMBER

Attest:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2007

FIRST AID SUPPLIES AND MEDICAL EQUIPMENT

	Medtronics	Moore	EMS	Kentron	Alliance	QuadMed	First Due	VE Ralph	Bound Tree	Tri-Anim	Ever Ready
		Medical	Innovations	Health	Medical		Emergency	& Son	Medical		First Aid
Group A		\$13,626.54	\$6,349.92	\$4,569.50	\$3,821.04	\$3,331.34	\$6,737.50		\$5,602.31	\$4,362.28	\$4,959.40
Group B			\$17,003.82	\$10,856.50	\$12,520.50				\$13,485.83	\$13,176.61	\$12,852.94
Group C			\$18,711.00	\$25,532.00	\$31,617.60	\$15,814.98			\$15,994.87	\$15,056.60	\$35,186.68
Group D		\$3,941.98	\$3,349.76	\$2,972.50	\$3,078.07	\$3,125.36	\$3,385.27	\$4,187.55	\$4,407.13	\$2,419.06	\$3,140.68
Group E		\$3,962.91	\$7,039.96	\$1,166.23	\$4,329.38	\$1,703.96		\$1,997.60	\$2,502.82	\$2,357.97	\$4,262.48
Group F			\$11,125.00			\$6,835.00			\$8,292.40	\$6,700.00	\$14,857.75
Group G		\$11,268.99	\$16,197.20	\$12,476.10					\$12,167.12		
Group H			\$4,329.42							\$3,750.00	
Group I		\$25,012.30	\$9,787.10	\$4,380.50	\$7,240.05	\$5,815.35		\$5,280.25	\$5,344.00	\$7,278.25	\$22,492.50
Group J			\$6,051.50	\$5,261.06	\$7,199.86	\$7,114.81	\$6,831.16	\$6,357.72	\$5,446.64	\$4,780.86	
Group K		\$7,321.02	\$8,640.62			\$5,515.25			\$5,832.84	\$8,257.25	
Group L		\$2,466.10	\$23,193.05	\$23,322.00	\$18,017.28	\$2,161.17	\$21,621.47	\$18,890.13	\$15,217.09	\$2,176.28	\$15,465.02
Group M			\$42,560.00	\$42,845.00	\$50,825.10	\$38,006.75	\$45,713.50	\$40,067.75	\$58,804.00	\$35,370.75	\$50,306.00
Group N			\$25,184.75		\$21,143.75		\$14,055.00	\$18,777.50	\$16,243.75	\$15,817.50	
Group O			\$10,099.00			\$8,800.00	\$11,578.00		\$21,032.00	\$6,590.00	\$23,632.00
Group P			\$31,628.00				\$56,225.92		\$35,191.00	\$13,521.40	
Group Q			\$2,992.22						\$2,227.64		
Group R	\$19,305.20								\$24,254.50		
Group S			\$21,894.00	\$24,530.00				\$43,493.90	\$48,928.00	\$27,628.00	
Group T			\$13,650.00	\$17,353.00	\$8,658.00				\$8,251.20	\$7,461.00	
Group U											

TOWN OF DAVIE PROCUREMENT AUTHORIZATION

ACCOUNT NUMBER.	BUDGET ITEM & DESCRIPTION	APPROXIMATE COST
001-0602-522-0407	First Aid and Medical Supplies	\$120,000

METHOD OF PROCUREMENT (check the one that applies)

- Open Competitive Bidding
 Piggyback on Contract Number _____
 Sole Source
 Request For Proposals

SPECIFICATIONS & LIST OF VENDORS MUST BE ATTACHED

Signed *[Signature]*
Department Head

Have Funds been Reserved RES. 35399

Date 12/29/06 Signed *[Signature]*

Signed *[Signature]*
Town Administrator

BIDS SUBMITTED

VENDOR	COST
<u>PHYSIO-CONTROL, INC. (A DIVISION OF MEDTRONIC, INC)</u>	
<u>MOORE MEDICAL LLC</u>	
<u>EMS INNOVATIONS, INC.</u>	<u>SBE</u>
<u>KENTRON HEALTH CARE, INC.</u>	<u>ATTACHED</u>
<u>ALLIANCE MEDICAL</u>	<u>BID</u>
<u>QUADMED</u>	<u>TABULATION</u>
<u>FIRST DUE EMERGENCY SUPPLY CO.</u>	
<u>VE RALPH + SON INC.</u>	
<u>BOUND TREE MEDICAL LLC</u>	
<u>TRI-ANIM HEALTH SERVICES, INC.</u>	
<u>EVER READY FIRST AID + MEDICAL SUPPLY</u>	
<u>LAERDAL MEDICAL CORP - NO BID</u>	

Signed *[Signature]*
Procurement Manager

BID SPECIFICATION COMMITTEE'S RECOMMENDATION

Vendor	Cost
<u>LOWEST RESPONSIVE + RESPONSIBLE BIDDER</u>	<u>PER ATTACHED</u>
<u>FOR EACH GROUP</u>	<u>BID TABULATION</u>

BID OPENING REPORT

BID NAME: First Aid & Medical Supplies

TIME: 2:13pm

BID NUMBER: 07-39

DATE: 3-1-07

ESTIMATED COST: _____

NO.	CONTRACTOR'S NAME	BID AMOUNT	COMMERCIAL RANKING
1.	Ever Ready First Aid		
2.	Quadmed	See attached	
3.	V.E. Ralph & Son, Inc.	Bid tabulation	
4.	Alliance Medical		
5.	First Due Emergency Supply Co.		
6.	Kentron Health Care		
7.	Medtronic ERS		
8.	Tri-Anim Health Services		
9.	EMS Innovations		
10.	Laerdal Medical Corp.	NO Bid	

REMARKS

Bid SPECIFICATIONS SENT TO TWENTY-SIX (26) PERSPECTIVE BIDDERS.
TWELVE (12) RESPONSES REC'D (ELEVEN (11) BIDS + ONE (1) "NO BID" RESPONSE)

NOTE: THE ABOVE BID AMOUNTS HAVE NOT BEEN CHECKED, AND BID TOTALS ARE SUBJECT TO CORRECTION AFTER THE BIDS HAVE BEEN COMPLETELY REVIEWED.

THIS IS ONLY A FINANCIAL RANKING OF ALL THE BIDS RECEIVED. THE USING DEPARTMENT IS RESPONSIBLE FOR REVIEWING THE BIDS FOR COMPLIANCE WITH ALL THE BID SPECIFICATIONS PRIOR TO SUBMITTAL OF LETTER OF RECOMMENDATION.

PURCHASING OFFICIAL: Reggie Salvo

DATE: 3-1-07

WITNESS: Elma Blackston

DATE: 3-1-07

BID OPENING REPORT

BID NAME: First Aid & Medical Supplies

TIME: _____

BID NUMBER: 07-39

DATE: _____

ESTIMATED COST: _____

NO.	CONTRACTOR'S NAME	BID AMOUNT	COMMERCIAL RANKING
1.	Bound Tree Medical		
2.	Moore Medical	See attached Bid	
3.		Tabulation	
4.			
5.			
6.			
7.			
8.			
9.			
10.			

REMARKS

NOTE: THE ABOVE BID AMOUNTS HAVE NOT BEEN CHECKED, AND BID TOTALS ARE SUBJECT TO CORRECTION AFTER THE BIDS HAVE BEEN COMPLETELY REVIEWED.

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PURCHASING OFFICIAL: Angie Salinas

DATE: 3-1-07

WITNESS: Elona Blackston

DATE: 3-1-07

BID OPENING REPORT

BID NAME: First Aid & Medical Supplies

TIME: 2:13pm

BID NUMBER: 07-39

DATE: 3-1-07

ESTIMATED COST: _____

NO.	CONTRACTOR'S NAME	BID AMOUNT	COMMERCIAL RANKING
1.	Ever Ready First Aid		
2.	Quadmed	See attached Bid Tabulation	
3.	V.E. Ralph & Son, Inc.		
4.	Alliance Medical		
5.	First Due Emergency Supply Co.		
6.	Kentron Health Care		
7.	Medtronic ERS		
8.	Tri-Anim Health Services		
9.	EMS Innovations		
10.	Laerdal Medical Corp.		NO Bid

REMARKS

Bid SPECIFICATIONS SENT TO TWENTY-SIX (26) PERSPECTIVE BIDDERS.
TWELVE (12) RESPONSES REC'D (ELEVEN (11) BIDS + ONE (1) "NO BID" RESPONSE)

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THIS IS ONLY A FINANCIAL RANKING OF ALL THE BIDS RECEIVED. THE USING DEPARTMENT IS RESPONSIBLE FOR REVIEWING THE BIDS FOR COMPLIANCE WITH ALL THE BID SPECIFICATIONS PRIOR TO SUBMITTAL OF LETTER OF RECOMMENDATION.

PURCHASING OFFICIAL: Angie Salvo

DATE: 3-1-07

WITNESS: Elma Blackston

DATE: 3-1-07

BID OPENING REPORT

BID NAME: First Aid & Medical Supplies

TIME: _____

BID NUMBER: 07-39

DATE: _____

ESTIMATED COST: _____

NO.	CONTRACTOR'S NAME	BID AMOUNT	COMMERCIAL RANKING
1.	Bound Tree Medical		
2.	Moore Medical	No attached Bid Tabulation	
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

REMARKS

NOTE: THE ABOVE BID AMOUNTS HAVE NOT BEEN CHECKED, AND BID TOTALS ARE SUBJECT TO CORRECTION AFTER THE BIDS HAVE BEEN COMPLETELY REVIEWED.

THIS IS ONLY A FINANCIAL RANKING OF ALL THE BIDS RECEIVED. THE USING DEPARTMENT IS RESPONSIBLE FOR REVIEWING THE BIDS FOR COMPLIANCE WITH ALL THE BID SPECIFICATIONS PRIOR TO SUBMITTAL OF LETTER OF RECOMMENDATION.

PURCHASING OFFICIAL: Cingie Salinas

DATE: 3-1-07

WITNESS: Elena Rodriguez

DATE: 3-1-07

**Request for Taxpayer
Identification Number and Certification**

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

Name (as shown on your income tax return)
Physio-Control, Inc. FKA: Medtronic Emergency Response Systems, Inc.)

Business name, if different from above

Check appropriate box: Individual/
Sole proprietor Corporation Partnership Other ▶ Exempt from backup
withholding

Address (number, street, and apt. or suite no.)
11811 Willows Road NE

City, state, and ZIP code
Redmond, WA. 98052

List account number(s) here (optional)

Requester's name and address (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 your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN), if you do not have a number, see *How to get a TIN* on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

9 1 0 6 9 7 6 9 1

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. person (including a U.S. resident alien).

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 on page 4.)

Sign Here Signature of U.S. person ▶  Date ▶ 2/27/2007

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

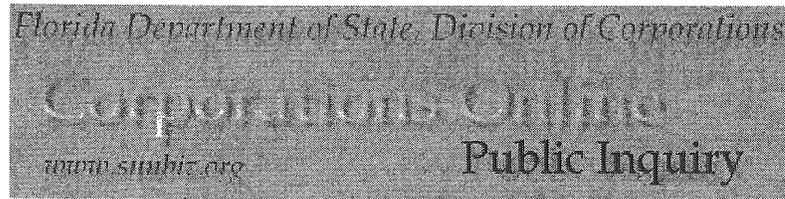
For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



Foreign Profit

PHYSIO-CONTROL, INC.

PRINCIPAL ADDRESS
 11811 WILLOWS ROAD N.E.
 REDMOND WA 98873-9706

MAILING ADDRESS
 PO BOX 97006
 REDMOND WA 98073
 Changed 02/16/2000

Document Number
 F99000003369

FEI Number
 910697691

Date Filed
 06/30/1999

State
 WA

Status
 ACTIVE

Effective Date
 NONE

Last Event
 NAME CHANGE
 AMENDMENT

Event Date Filed
 02/05/2007

Event Effective Date
 NONE

Registered Agent

Name & Address
C T CORPORATION SYSTEM 1200 SOUTH PINE ISLAND ROAD PLANTATION FL 33324

Officer/Director Detail

Name & Address	Title
COLLINS JR, ARTHUR D 710 MEDTRONIC PKWY MINNEAPOLIS MN 55432	C
O'CONNELL, CHRISTOPHER J 11811 WILLOWS RD NE REDMOND WA 98052	P
ELLIS, GARY L	

710 MEDTRONIC PKWY MINNEAPOLIS MN 55432	VPD
TEFFT, THOMAS M 710 MEDTRONIC PKWY MINNEAPOLIS MN 55432	VPTD
ELLIS, GARY L 710 MEDTRONIC PKWY MINNEAPOLIS MN 55432	VPD
RYAN, SCOTT R 11811 WILLOWS RD NE REDMOND WA 98052	S

Annual Reports

Report Year	Filed Date
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2005	01/24/2005
2006	02/06/2006

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Document Images

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- [02/06/2006 -- ANN REP/UNIFORM BUS REP](#)
- [01/24/2005 -- ANN REP/UNIFORM BUS REP](#)
- [04/23/2004 -- Name Change](#)
- [03/01/2004 -- ANN REP/UNIFORM BUS REP](#)
- [02/04/2003 -- COR - ANN REP/UNIFORM BUS REP](#)
- [02/11/2002 -- ANN REP/UNIFORM BUS REP](#)
- [01/27/2001 -- ANN REP/UNIFORM BUS REP](#)
- [02/16/2000 -- ANN REP/UNIFORM BUS REP](#)
- [06/30/1999 -- Foreign Profit](#)

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[Corporations Inquiry](#)

[Corporations Help](#)

Request for Taxpayer Identification Number and Certification

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

Print or type
 See Specific Instructions on page 2.

Name Moore Medical LLC	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
<input checked="" type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.) 389 John Downey Drive	
City, state, and ZIP code New Britain, CT 06050-1500	
List account number(s) here (optional)	
Requester's name and address (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Social security number								

or

Employer identification number									
2	0	2	0	4	6	7	0	2	

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

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. person (including a U.S. resident alien).

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 on page 4.)

Sign Here	Signature of U.S. person ▶ <i>Code E. Balday</i>	Date ▶ 3/01/05
------------------	--	----------------

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding,
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

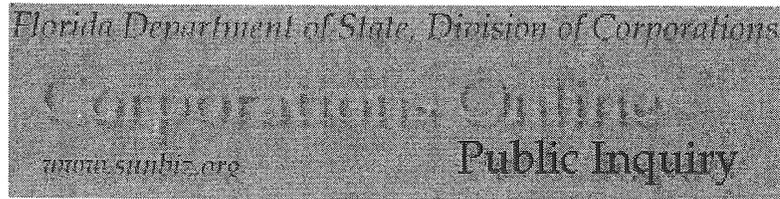
Note: If a requester gives you a form other than Form W-9, request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Nonresident person. If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.



Foreign Limited Liability

MOORE MEDICAL LLC

PRINCIPAL ADDRESS
 389 JOHN DOWNEY DRIVE
 NEW BRITIAN CT 06050

MAILING ADDRESS
 389 JOHN DOWNEY DRIVE
 NEW BRITIAN CT 06050

Document Number M05000000754	FEI Number 202046702	Date Filed 02/04/2005
State DE	Status ACTIVE	Effective Date NONE
Total Contribution 0.00		

Registered Agent

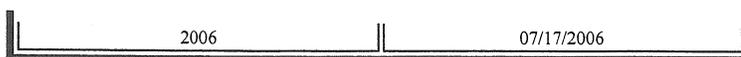
Name & Address
THE PRENTICE-HALL CORPORATION SYSTEM, INC. 1201 HAYES STREET TALLAHASSEE FL 32301

Manager/Member Detail

Name & Address	Title
MCKESSON MEDICAL-SURGICAL INC. 8741 LANDMARK ROAD RICHMOND VA 23228	MGRM

Annual Reports

Report Year	Filed Date



[Previous Filing](#)

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[Next Filing](#)

No Events
No Name History Information

Document Images

Listed below are the images available for this filing.

07/17/2006 -- ANNUAL REPORT
02/04/2005 -- Foreign Limited

THIS IS NOT OFFICIAL RECORD; SEE DOCUMENTS IF QUESTION OR CONFLICT

[Corporations Inquiry](#)

[Corporations Help](#)

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2

Name (as shown on your income tax return) **KENTRON HEALTH CARE, INC**

Business name, if different from above

Check appropriate box: Individual/Sole proprietor Corporation Partnership Other

Address (number, street, and apt. or suite no.) **PO Box 120**

City, state, and ZIP code **SPRINGFIELD, IN 47472**

List account number(s) here (optional)

Requester's name and address (optional)

Exempt from backup withholding

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 your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

--	--	--	--	--	--	--	--	--	--

or

Employer identification number

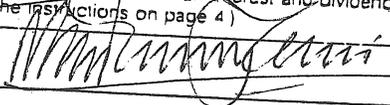
23-2611812-5

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. person (including a U.S. resident alien).

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 on page 4.)

Sign Here Signature of U.S. person 

Date **Feb 26, 2007**

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding.
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

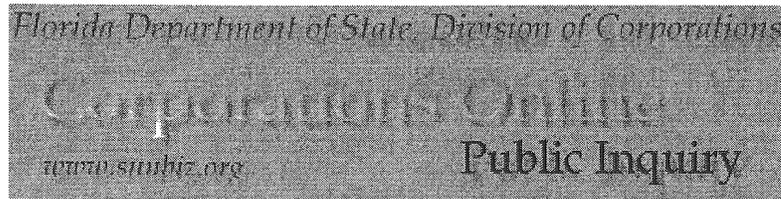
For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity.



Foreign Profit

KENTRON HEALTHCARE, INC.

PRINCIPAL ADDRESS
 3604 KELTON JACKSON ROAD
 SPRINGFIELD TN 37172

MAILING ADDRESS
 PO BOX 120
 SPRINGFIELD TN 37172

Document Number F03000001623	FEI Number 232618125	Date Filed 03/31/2003
State TN	Status ACTIVE	Effective Date NONE

Registered Agent

Name & Address
SADARANGANI, NARI 12203 PASEO WAY COOPERCITY FL 33026

Officer/Director Detail

Name & Address	Title
SADARANGANI, NARI PO BOX 120 SPRINGFIELD TN 37172	PS

Annual Reports

Report Year	Filed Date
2004	02/02/2004
2005	04/15/2005
2006	01/13/2006

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No Events
No Name History Information

Document Images

Listed below are the images available for this filing.

01/13/2006 -- ANNUAL REPORT
04/15/2005 -- ANNUAL REPORT
02/02/2004 -- ANN REP/UNIFORM BUS REP
03/31/2003 -- Foreign Profit

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[Corporations Inquiry](#)

[Corporations Help](#)

**Request for Taxpayer
 Identification Number and Certification**

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

2. Name (as shown on your income tax return) **QuadMed, Inc.**

Business name, if different from above **P.O. Box 550773
 Jacksonville, FL 32255-0773**

Check appropriate box: Individual Sole proprietor Corporation Partnership Other withholding

Address (number, street, and apt. or suite no.) _____ Requester's name and address (optional) _____

City, state, and ZIP code _____

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 your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

--	--	--	--	--	--	--	--	--	--

or

Employer identification number

59-31184908

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. person (including a U.S. resident alien).

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 on page 4.)

Sign Here _____ Signature of U.S. person *M. D. P...* Date *1/24/07*

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on a foreign partner's share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

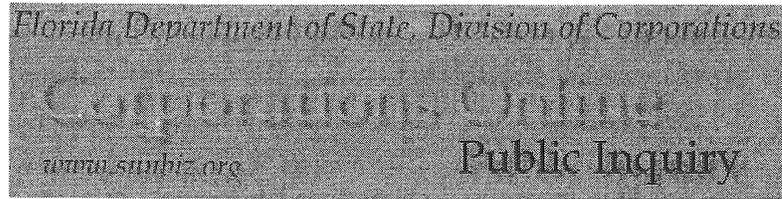
For federal tax purposes, you are considered a partner if you are

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partner's share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity.



Florida Profit

QUADMED, INC.

PRINCIPAL ADDRESS

11210-10 PHILIPS INDUSTRIAL BLVD EAST
 JACKSONVILLE FL 32256 US
 Changed 04/21/2000

MAILING ADDRESS

P.O. BOX 550773
 JACKSONVILLE FL 32255-0773 US
 Changed 05/01/1996

Document Number
 V63334

FEI Number
 593184908

Date Filed
 09/11/1992

State
 FL

Status
 ACTIVE

Effective Date
 NONE

Last Event
 NAME CHANGE
 AMENDMENT

Event Date Filed
 05/03/1993

Event Effective Date
 NONE

Registered Agent

Name & Address
PRICE, LISA M. 11851 MOUNTAIN WOOD LN JACKSONVILLE FL 32258
Name Changed: 05/23/1995
Address Changed: 05/23/1995

Officer/Director Detail

Name & Address	Title
PRICE, LISA M. 11851 MOUNTAIN WOOD LN JACKSONVILLE FL 32258	P
PRICE, MARLEY D	

11851 MOUNTAIN WOOD LN JACKSONVILLE FL 32258	V
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Annual Reports

Report Year	Filed Date
2004	02/04/2004
2005	03/14/2005
2006	04/14/2006

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Document Images

Listed below are the images available for this filing.

- | |
|---|
| 04/14/2006 -- ANN REP/UNIFORM BUS REP |
| 03/14/2005 -- ANN REP/UNIFORM BUS REP |
| 02/04/2004 -- ANN REP/UNIFORM BUS REP |
| 02/24/2003 -- COR - ANN REP/UNIFORM BUS REP |
| 01/29/2002 -- ANN REP/UNIFORM BUS REP |
| 02/21/2001 -- ANN REP/UNIFORM BUS REP |
| 04/21/2000 -- ANN REP/UNIFORM BUS REP |
| 04/29/1999 -- ANNUAL REPORT |
| 05/12/1998 -- ANNUAL REPORT |
| 05/13/1997 -- ANNUAL REPORT |
| 05/01/1996 -- ANNUAL REPORT |
| 05/23/1995 -- Annual Report |

THIS IS NOT OFFICIAL RECORD; SEE DOCUMENTS IF QUESTION OR CONFLICT

[Corporations Inquiry](#)

[Corporations Help](#)

Request for Taxpayer Identification Number and Certification

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

Print or type
 See Specific Instructions on page 2.

Name BOUND TREE MEDICAL, LLC	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Other	
Address (number, street, and apt. or suite no.) PO BOX 8023	
City, state, and ZIP code DUBLIN, OH 43016	Requester's name and address (optional)
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Social security number								
or								

Employer identification number								
3	1	1	7	3	9	4	8	7

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. person (including a U.S. resident alien).

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 on page 4.)

Sign Here	Signature of U.S. person	Date 2/22/07
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Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

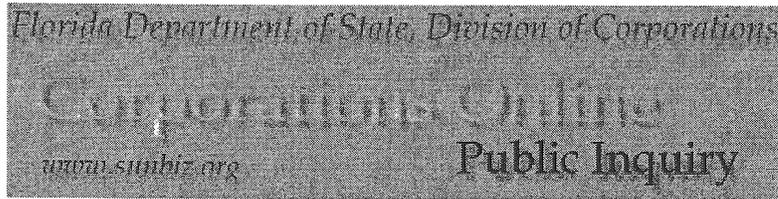
Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- The type and amount of income that qualifies for the exemption from tax.
- Sufficient facts to justify the exemption from tax under the terms of the treaty article.



Foreign Limited Liability

BOUND TREE MEDICAL, LLC

PRINCIPAL ADDRESS

5200 RINGS RD STE A
 DUBLIN OH 43017-3557
 Changed 01/24/2005

MAILING ADDRESS

PO BOX 8023
 DUBLIN OH 43016-2023
 Changed 07/08/2004

Document Number
 M01000002310

FEI Number
 311739487

Date Filed
 10/12/2001

State
 OH

Status
 ACTIVE

Effective Date
 NONE

Last Event
 NAME CHANGE
 AMENDMENT

Event Date Filed
 03/07/2002

Event Effective Date
 NONE

Total Contribution
 0.00

Registered Agent

Name & Address
C T CORPORATION SYSTEM 1200 SOUTH PINE ISLAND ROAD PLANTATION FL 33324

Manager/Member Detail

Name & Address	Title
WALTER, MATTHEW D 4611 NORTHGATE CT. NEW ALBANY OH 43054	MGR

Annual Reports

Report Year	Filed Date
2005	01/24/2005
2006	01/09/2006
2007	01/03/2007

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Document Images

Listed below are the images available for this filing.

01/03/2007 -- ANNUAL REPORT
01/09/2006 -- ANNUAL REPORT
01/24/2005 -- ANN REP/UNIFORM BUS REP
02/20/2004 -- ANN REP/UNIFORM BUS REP
01/31/2003 -- LIMITED LIABILITY CORPORATION
08/19/2002 -- COR - ANN REP/UNIFORM BUS REP
03/07/2002 -- Name Change
10/12/2001 -- Foreign Limited

THIS IS NOT OFFICIAL RECORD; SEE DOCUMENTS IF QUESTION OR CONFLICT

[Corporations Inquiry](#)[Corporations Help](#)

Request for Taxpayer Identification Number and Certification

**Give form to the
 requester. Do not
 send to the IRS.**

Print or type
 See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above Tri-anim Health Services, Inc.	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
Address (number, street, and apt. or suite no.) 13170 Telfair Avenue	
City, state, and ZIP code Sylmar, CA 91342	Requester's name and address (optional)
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 your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								

or

Employer identification number									
9	5	2	9	5	9	1	5	5	

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. person (including a U.S. resident alien).

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 on page 4.)

Sign Here	Signature of U.S. person ▶ <i>[Signature]</i> , CFO	Date ▶ 1/12/07
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Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

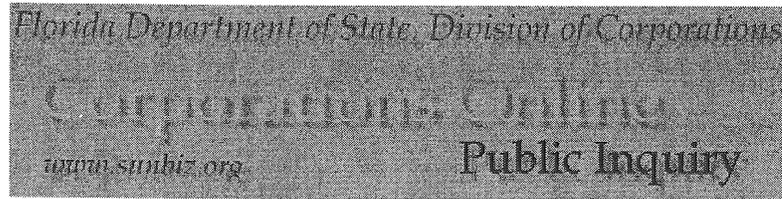
- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

3
50



Foreign Profit

TRI-ANIM HEALTH SERVICES, INC.

PRINCIPAL ADDRESS

13170 TELFAIR AVE.
SYLMAR CA 91342

MAILING ADDRESS

13170 TELFAIR AVE.
SYLMAR CA 91342

Document Number
F95000001531

FEI Number
952959155

Date Filed
03/30/1995

State
CA

Status
ACTIVE

Effective Date
NONE

Registered Agent

Name & Address
THE PRENTICE-HALL CORPORATION SYSTEM, INC. 1201 HAYS ST. SUITE 105 TALLAHASSEE FL 32301

Officer/Director Detail

Name & Address	Title
BYERS, ROBERT A JR 13170 TELFAIR AVE. SYLMAR CA 91342	PD
PISTER, DAN L 13170 TELFAIR AVE. SYLMAR CA 91342	VD
AVANESSIANS, EDMUND 13170 TELFAIR AVE. SYLMAR CA 91342	S
REISMAN, CARL 13170 TELFAIR AVE.	D

SYLMAR CA 91342	
BYERS, AUDREY L 13170 TELFAIR AVE. SYLMAR CA 91342	D

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2006	04/18/2006

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03/28/2003 -- ANN REP/UNIFORM BUS REP
03/11/2002 -- ANNUAL REPORT
04/03/2001 -- ANN REP/UNIFORM BUS REP
05/11/2000 -- ANN REP/UNIFORM BUS REP
04/30/1999 -- ANNUAL REPORT
01/26/1998 -- ANNUAL REPORT
03/25/1997 -- ANNUAL REPORT
05/01/1996 -- ANNUAL REPORT

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**TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT**

TO: Mayor and Councilmembers

FROM/PHONE: Daniel J. Oyler, Acting Public Works Director 954-797-1240

PREPARED BY: Daniel J. Oyler, Acting Public Works Director

SUBJECT: Resolution

AFFECTED DISTRICT: All

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO ACCEPT THE BID RECOMMENDATION FOR ASPHALT RECREATIONAL TRAIL OVERLAY.

REPORT IN BRIEF: The bid was advertised state-wide in Florida Bid Reporting and Nationally in Bid Net and also posted on the Town's website. The Town sent out twenty-four (24) bids for the overlay of Asphalt Recreational Trails. The Town received nine (9) bid responses for the overlay of Asphalt Recreational Trails. The recommendation is for United Underground Contractor Corp. as the lowest responsive and responsible bidder.

PREVIOUS ACTIONS: None

CONCURRENCES: The recommended award had been reviewed by the Public Works Department and the Bid Specification Committee whom concur with the decision to award the bid to United Underground Contractor Corp.

FISCAL IMPACT: Yes

Has request been budgeted? Yes

If yes, expected cost: \$15,000

Account Name: Operating Expense Trail Maintenance

What account will funds be appropriated from: 001-0706-541-0330

RECOMMENDATION(S): Motion to approve the resolution.

Attachment(s): Resolution, Bid Recommendation, Procurement Authorization, Bid from United Underground and Incorporation Information

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO ACCEPT THE BID RECOMMENDATION FOR ASPHALT RECREATIONAL TRAIL OVERLAY

WHEREAS, The Town is in need of Asphalt Overlay Services for its Recreational Trail Systems;
and

WHEREAS, The Town solicited sealed bids for Asphalt Recreational Tail Overlay ; and

WHEREAS, after review, the Town Council wishes to accept the bid from United Underground Contractor Corp.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council hereby accepts the bid from United Underground Contractor Corp. for Asphalt Recreational Trail Overlay.

SECTION 2. The Town Council hereby authorizes the expenditures from account number 001-0706-541-03-30.

SECTION 3. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2007.

MAYOR/COUNCILMEMBER
Attest:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2007

**PUBLIC WORKS
MEMORANDUM**

To: Herb Hyman, Procurement Manager
From: Dan Oyler, Acting Public Works Director 
Date: January, 31, 2007
Re: Bid Recommendation for Asphalt Recreational Trail Overlay B-07-14

The Public Works Department has reviewed the nine (9) bids received for Asphalt Recreational Trail Overlay and recommends that the bid be awarded to United Underground Contractor Corp.

BID OPENING REPORT

BID NAME: ASPHALT PAVING TRAIL OVERLAY

TIME: 2:09 pm

BID NUMBER: B-07-14

DATE: 1/25/07

ESTIMATED COST: COMMODITY

NO.	CONTRACTOR'S NAME	BID AMOUNT	COMMERCIAL RANKING
1.	MIGUEL LOPEZ JR., INC.	\$500.00 per ton	8
2.	KAILAS CORP.	\$250.00 per ton	6
3.	U.S. GROUNDS	\$245.00 per ton	5
4.	UNITED UNDERGROUND	\$108.00 per ton	1
5.	WEEKLEY ASPHALT	\$169.00 per ton	4
6.	ALL-RITE PAVING	\$150.00 per ton	3
7.	THE PAVING LADY	\$120.00 per ton	2
8.	J. Blacktop, Inc.	\$250.00 per ton	6
9.	Asphalt Paving Spec.	\$600.00 per ton	9
10.			

REMARKS

SPECIFICATIONS SENT TO TWENTY-FOUR (24) PROSPECTIVE BIDDERS
NINE (9) BIDS RECEIVED.

NOTE: THE ABOVE BID AMOUNTS HAVE NOT BEEN CHECKED, AND BID TOTALS ARE SUBJECT TO CORRECTION AFTER THE BIDS HAVE BEEN COMPLETELY REVIEWED.

THIS IS ONLY A FINANCIAL RANKING OF ALL THE BIDS RECEIVED. THE USING DEPARTMENT IS RESPONSIBLE FOR REVIEWING THE BIDS FOR COMPLIANCE WITH ALL THE BID SPECIFICATIONS PRIOR TO SUBMITTAL OF LETTER OF RECOMMENDATION.

PURCHASING OFFICIAL: [Signature]

DATE: 1/25/07

WITNESS: Angie Salinas

DATE: 1/25/07

TOWN OF DAVIE PROCUREMENT AUTHORIZATION

ACCOUNT NUMBER: 001-0706-541-03-30 BUDGET ITEM & DESCRIPTION: ASPHALT TRAC 210 by dependent on need APPROXIMATE COST:

METHOD OF PROCUREMENT (check the one that applies)

- Open Competitive Bidding
- Piggyback on Contract Number _____
- Sole Source
- Request For Proposals

SPECIFICATIONS & LIST OF VENDORS MUST BE ATTACHED

Signed *Daniel D. Ryker*
Department Head

Have Funds been Reserved NA - NO AMOUNT SPECIFIED

Date 11/3/07 Signed *(Signature)*

Signed *Mary Sherman*
Town Administrator

VENDOR	BIDS SUBMITTED	COST
UNITED UNDERGROUND CONTRACTOR CORP.		\$ 108.00/TON
THE PAVING LADY		120.00/TON
ALL RITE PAVING		150.00/TON
WEEKLEY ASPHALT PAVING		169.00/TON
US GROUNDS		245.00/TON
KALLAS CORP		250.00/TON
FLORIDA BLACKTOP		250.00/TON
MIGUEL LOPEZ JR, INC.		500.00/TON
ASPHALT PAVING SPECIALISTS		600.00/TON

Signed *(Signature)*
Procurement Manager

BID SPECIFICATION COMMITTEE'S RECOMMENDATION

Vendor	Cost
UNITED UNDERGROUND CONTRACTOR CORP.	\$ 108.00/TON

**BID FOR
ASPHALT OVERLAY FOR
RECREATIONAL PATHS**

Furnish all necessary materials and labor to install 1" thick type III asphaltic concrete pavement
Over a tack coat to existing asphalt trails.

ITEM NO.	DESCRIPTION	LABOR & MATERIAL COST
	Asphaltic Trails:	
1.	Asphalt Overlay per Ton	<u>\$108.⁰⁰</u> / Ton.

We will / will not accept the Town of Dave VISA Credit Card as means of payment.

BIDDER: United Underground Contractors Corp.
 ADDRESS: 11750 SW 25 St
DAVIE FL 33325
 TELEPHONE: (954) 423-9921
 BY: Miguel A Carbuccia
Miguel A Carbuccia
(SIGNATURE)
Miguel A Carbuccia
(PLEASE TYPE OR PRINT SIGNATURE NAME HERE)
 TITLE: President
 DATE: 1/25/2007

**Request for Taxpayer
Identification Number and Certification**

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

Name last, first, and middle (or income tax return): Miguel A. Carbuccia

Business name, if different from above: United Underground Contractor Corp

Check appropriate box: Individual/ Sole proprietor Corporation Partnership Other Exempt from backup withholding

Address (number, street, and apt. or suite no.): 11750 SW 25 ST

City, state, and ZIP code: DAVIE FL 33325

List account number(s) here (optional):

Requester's name and address (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 your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
| | | + | | |

OR

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number
61710112181615

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. person (including a U.S. resident alien).

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 on page 4.)

Sign Here: Signature of U.S. person [Signature] Date 1/25/2007

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding on
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must file the requester's form if it is substantially similar to the Form W-9.

For backup withholding purposes, the following partnerships and estates are

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity

Vendor/Bidder Disclosure

I, Miguel A Carbuccia being first duly sworn state that:
 The full legal name and business address of the person(s) or entity contracting with the
 Town of Davie ("Town") are as follows (Post Office addresses are not acceptable):

Name of Individual, Firm, or Organization: United Underground Co Inc
 Address: 11750 SW 25 ST
Davie FL 33325
 FEIN: 65-0128645
 State and date of incorporation: FLORIDA / June 1989

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who directly or indirectly holds five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full name and address shall be provided for each trustee and each beneficiary. All such names and address are as follows (Post Office addresses are not acceptable):

Full Legal Name	Address	Ownership
<u>Miguel A Carbuccia</u>	<u>11750 SW 25 ST</u>	<u>90%</u>
<u>Bernhard Carbuccia</u>	<u>11750 SW 25 ST</u>	<u>10%</u>
_____	_____	_____%
_____	_____	_____%

2. The full legal names and business addresses of any other individual (other than subcontractors, materialmen, suppliers, laborers, and lenders) who have, or will have, any legal, equitable, or beneficial interest in the contract or business transaction with the Town are as follows (Post Office addresses are not acceptable):

Full Legal Name	Address
_____	<u>N/A</u>
_____	_____
_____	_____
_____	_____

By: [Signature]
Signature of Affiant

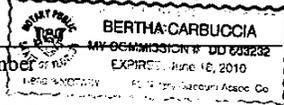
Date: 1/25/2007

Miguel A Carbuca
Print Name

SUBSCRIBED AND SWORN TO or affirmed before me this 25th day of January 2007, by Miguel A Carbuca he/she is personally known to me or has presented as identification.

[Signature]
Notary Public, State of Florida at Large

Bertha Carbuca
Print or Stamp of Notary



Serial Number

My Commission Expires



Florida Profit

UNITED UNDERGROUND CONTRACTOR CORP.

PRINCIPAL ADDRESS

11750 SW 25TH STREET
 DAVIE FL 33325
 Changed 04/26/2001

MAILING ADDRESS

11750 SW 25TH STREET
 DAVIE FL 33325
 Changed 04/26/2001

Document Number K96233	FEI Number 650128645	Date Filed 06/19/1989
State FL	Status ACTIVE	Effective Date 06/15/1989

Registered Agent

Name & Address
CARBUCCIA, MIGUEL ANGEL 11750 SW 25TH STREET DAVIE FL 33325 Address Changed: 04/26/2001

Officer/Director Detail

Name & Address	Title
CARBUCCIA, MIGUEL ANGEL 11750 SW 25TH STREET DAVIE FL 33325	PD
CARBUCCIA, BERTHA M. 11750 SW 25TH STREET DAVIE FL 33325	SD

<http://www.sunbiz.org/scripts/cordet.exe?a1=DETFIL&n1=K96233&n2=NAMFWD&n3=...> 3/22/2007

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03/16/1998 -- ANNUAL REPORT
03/17/1997 -- ANNUAL REPORT
04/29/1996 -- ANNUAL REPORT
04/24/1995 -- Annual Report

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TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Irene DeGroot, GIS Manager / 797-2065

PREPARED BY: Irene DeGroot, GIS Manager

SUBJECT: Resolution

AFFECTED DISTRICT: All

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH GEOGRAPHIC TECHNOLOGIES GROUP FOR GIS SERVICES

REPORT IN BRIEF: The Town Council approved the selection committee's recommendation of qualified firms to perform GIS consultant services and authorized staff to negotiate an agreement with the qualified firm by Resolution R-2007-77. The master agreement establishes hourly rates to be charged on any project that the Town asks the contractor to perform. As the need for services comes up, the Memorandum of Understanding will be executed administratively by the appropriate staff member. The Memorandum of Understanding will set forth a particular scope of services and will be priced by the contractor using the hourly rates established by this master contract. The initial contract is a three (3) year agreement with an option to extend the contract for an additional three (3) year period by mutual agreement of the parties. Contract extensions, if appropriate, will be submitted to the Town Council for approval.

PREVIOUS ACTIONS: Resolution R-2007-77 authorized staff to negotiate a contract.

CONCURRENCES: This contract is based upon the boilerplate contract previously reviewed by the Town Attorney's Office. The contract terms was negotiated by the GIS Manager.

FISCAL IMPACT: Yes

Has request been budgeted? Yes

If yes, expected cost: Dependent on number of work assignments

Account Name: Geographic Information Systems (GIS)

What account will funds be appropriated from: 030-3604-512-68.68

RECOMMENDATION(S): Motion to approve the resolution.

Attachment(s): Two (2) copies of master agreement, Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH GEOGRAPHIC TECHNOLOGIES GROUP FOR GIS SERVICES

WHEREAS, the Town Council previously approved the selection of Geographic Technologies Group to provide GIS consultant services by Resolution R- 2007-77; and

WHEREAS, staff members negotiated a master contract with Geographic Technologies Group which establishes hourly rates to be charged for all projects; and

WHEREAS, as the need arises, Geographic Technologies Group will be required to enter into a Memorandum of Understanding with the Town to Authorize the work for each described scope of services.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council authorizes the Mayor to execute a contract with Geographic Technologies Group for GIS services which is attached hereto and identified as Attachment "A".

SECTION 2. The initial term is three (3) years with an option to extend the contract for an additional three (3) year term by mutual agreement of the parties. Contract extensions, if appropriate, will be submitted to the Town Council for approval.

SECTION 3. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2007

MAYOR/COUNCILMEMBER

Attest:

TOWN CLERK

**AGREEMENT BETWEEN THE TOWN OF DAVIE AND GEOGRAPHIC TECHNOLOGIES GROUP, FOR
GIS SERVICES**

THIS AGREEMENT, made and entered into the day of , 2007 , by and between:

TOWN OF DAVIE, FLORIDA
a municipal corporation
6591 Orange Drive
Davie, Florida 33314

(hereinafter referred to as "TOWN")

AND

Geographic Technologies Group
648 North Spence Avenue
Goldsboro, NC 27534

(hereafter referred to as "CORPORATION")

WHEREAS, the Town issued a Request for Qualifications (B-07-09) for GIS Services; and

WHEREAS, the recommended firms will provide professional services for projects that do not exceed \$50,000; and

WHEREAS, the Town Council approved staff's recommendation by Resolution R-2007-77 and authorized the Town Administrator or his designee to negotiate contracts for such services.

NOW, THEREFORE, in consideration of the benefits provided by CORPORATION to the citizens of Davie and the covenants and conditions herein expressed and the faithful performance of all such covenants and conditions, the parties agree as follows:

Section 1.

1.01 The above recitals are true and correct and are incorporated herein.

Section 2. TERM

2.01 This Agreement shall be effective upon the approval of the Town Council and shall terminate three (3) years from that date. However, either party may terminate this Agreement by providing a thirty (30) calendar days written notice. The TOWN shall have the option to renew this Agreement for one (1) additional three (3) year term upon the same terms, conditions and limitations imposed hereby.

Section 3. SCOPE OF SERVICES

3.01 CORPORATION will conduct services as outlined in the TOWN'S RFQ B-07-09. CORPORATION will be required to provide experienced professional service in all GIS disciplines.

3.02 CORPORATION acknowledges that from time to time TOWN will contact CORPORATION to perform a specified scope of work. All work to be performed by CORPORATION must be authorized by the TOWN, with such authorization containing additional information, terms and conditions related to the specific project.

3.03 CORPORATION will enter into a Memorandum of Understanding with TOWN for the "Authorization of Work" for each required scope of service to be completed by CORPORATION.

Section 4. CONSIDERATION

4.01 Should TOWN request services from CORPORATION, such services shall be provided in accordance with the price schedule, which is inclusive of all fees and expenses, including travel and other direct expenses. Said price schedule is attached hereto and incorporated herein as Exhibit "A". CORPORATION may submit a revised exhibit "A" for consideration by TOWN during the term of the Agreement; however, CORPORATION may only submit a revision once during any twelve month period.

Section 5. DUTIES AND RESPONSIBILITIES OF TOWN

5.01 Timely review and comment on all work products submitted by CORPORATION and schedule all required meetings on a timely basis.

5.02 Other assistance as may be required by CORPORATION to complete required work authorized by TOWN.

Section 6. INSURANCE

6.01 Prior to commencing work, the CORPORATION shall provide TOWN with certified copies of all insurance policies providing coverage as required.

6.02 The CORPORATION shall secure and maintain, at its own expense, and keep in effect during the full period of the agreement a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

(a) **Professional Liability Insurance** The CORPORATION shall provide insurance with minimum limits of one million dollars (\$1,000,000.00). The CORPORATION shall be responsible for maintaining this professional liability insurance for a minimum of five years from the date of execution of this Contract. In addition, the consultant shall notify the Town of Davie of any claims made against this insurance policy during the five years following execution of this Contract.

(b) **Worker's Compensation and Employer's Liability Insurance** The CORPORATION shall provide and maintain Workers' Compensation insurance in the full amount required by statute and in full compliance with the applicable laws of the State of Florida and the United States. The policy must include Employers' Liability with a minimum limit of One Hundred Thousand Dollars (\$100,000.00) for each accident, five hundred thousand dollars (\$500,000.00) disease (policy limit), and one hundred thousand dollars (\$100,000.00) disease (each employee). The Consultant shall further insure that all of its subcontractors maintain appropriate levels of Workers' Compensation insurance.

(c) **Commercial and/or Comprehensive General Liability Insurance** The CORPORATION shall have minimum limits of One Million Dollars (\$1,000,000.00) Per Occurrence Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises and/or Operations, Independent Contractors and Products and/or Completed Operations, Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, specifically insuring the hold harmless clause of the contract. This policy of insurance shall be considered primary to and not contributing with any insurance maintained by the Town of Davie and shall name the Town of Davie as an additional insured. The policy of insurance shall be written in an "occurrence" based format.

(d) **Business Auto Policy:** The CORPORATION shall have minimum limits of Three Hundred Thousand Dollars (\$300,000.00) per occurrence Combined Single Limit for bodily injury and property damage. Policy shall include coverage for owned vehicles, hired vehicles, employee non-owned vehicles.

6.03 ALL LIABILITY INSURANCE POLICIES SHALL SPECIFICALLY PROVIDE THAT THE TOWN OF DAVIE IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF THE CORPORATION UNDER THE AGREEMENT. INSURANCE Companies selected must be acceptable to TOWN. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to TOWN by certified mail.

6.04 The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide:

Financial Stability B+ to A+

6.05 The CORPORATION is required to submit a list of claims presently outstanding against their professional liability coverage. This information must be provided by and signed by the agent of the insurance carrier. If no outstanding claims exist, a statement of this fact must be provided by and signed by the agent of the insurance carrier.

Section 7. INDEMNIFICATION

7.01 GENERAL INDEMNIFICATION: The CONTRACTOR agrees to indemnify and hold harmless the TOWN, its officers, agents, and employees, from any and all liability, defense costs, including attorneys' fees, and all other fees incidental to the defense, loss, or damage the TOWN may suffer as a result of claims, demands, costs, or judgments against it arising from the subject project. Nothing in this agreement shall be construed to affect in any way the TOWN'S rights, privileges, and immunities as set forth in Florida Statutes 768.28. Nothing in the Agreement shall be construed to benefit or grant any claim or cause of action to any third party.

7.02 PATENT AND COPYRIGHT INDEMNIFICATION: The CORPORATION agrees to indemnify, defend, save and hold harmless the TOWN, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the Agreement. Any and all work products produced during the term of this contract by CORPORATION shall be the sole property of the TOWN.

Section 8. TERMINATION AND DEFAULT

8.01 In the event CORPORATION shall default in any of the terms, obligations, restrictions or conditions of the Proposal documents, TOWN shall give written notice by certified mail, return receipt requested to CORPORATION of default and that such default shall be corrected or actions taken to correct such default shall be commenced within ten (10) calendar days thereof. In the event CORPORATION has failed to correct the conditions of default or the default is not remedied to the satisfaction and approval of TOWN, TOWN shall have all legal remedies available to it, including, but not limited to termination of this Agreement in which case the CORPORATION shall be liable for all procurement and reprocurement costs and any and all damages permitted by law arising from the default and breach of this Agreement.

8.02 TOWN shall have the right to terminate the Agreement, without cause, by giving written notice to CORPORATION of such termination and specifying the effective date thereof, at least thirty (30) calendar days prior to the effective date of termination.

Section 9. RECORDS AND AUDIT

9.01 TOWN reserves the right to audit the records of CORPORATION relating to this project at any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by TOWN. If required by TOWN, CORPORATION shall agree to submit to an audit by an independent certified public accountant selected by TOWN. CORPORATION shall allow TOWN to inspect, examine and review the records of CORPORATION at any and all times during normal business hours during the term of this Agreement.

Section 10. INDEPENDENT CONTRACTOR

10.01 It is understood and agreed that CORPORATION is and shall remain an independent contractor with respect to the services being performed by CORPORATION pursuant to this Agreement and shall not, for any purpose, be deemed an employee of TOWN.

Section 11. CONFLICT OF INTEREST

11.01 CORPORATION covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with TOWN. CORPORATION further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interests, on the part of CORPORATION or its employees, must be disclosed in writing to TOWN.

11.02 CORPORATION is aware of the conflict of interest laws of Broward County and the State of Florida, Chapter 112, Florida Statutes (1993), as amended, and agrees that it will fully comply in all respects with the terms of said laws.

11.03 CORPORATION warrants that it has not employed or retained any person employed by TOWN to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay, any public official or person employed by TOWN any fee, commission, percentage, brokerage fee or gift of any kind, contingent upon or resulting from the award of his privilege.

Section 12. ASSIGNMENT

12.01 This is a personal services Agreement whereby TOWN has expressly retained CORPORATION. This Agreement is not assignable or transferable in whole or in part without the prior expressed written consent of the TOWN which consent can be arbitrarily withheld.

Section 13. COMPLIANCE WITH LAWS

13.01 CORPORATION shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, Town of Davie and of any other public authority which may be applicable to this Agreement.

Section 14. VENUE

14.01 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 and the prevailing party to any resultant judgment shall be entitled to an award of all reasonable attorney's fees, paralegal expenses, interest and court costs incurred by such prevailing party against the losing party including reasonable appellant attorney's fees, interest and taxable costs.

Section 15. GOVERNING LAW

15.01 The validity, construction and effect of this agreement shall be governed by the laws of the State of Florida.

Section 16. INSOLVENCY

16.01 In the event that either party shall become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, or become subject to rehabilitation, then, at the option of the other party and immediately upon written notice, this Agreement shall terminate and be of no further force and effect.

Section 17. ENTIRE AGREEMENT

17.01 This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties, whether oral or written, and this Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and effect.

Section 18. SEVERABILITY

18.01 Should any part, term or provision of this Agreement be by the courts decided to be illegal or in Conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected thereby.

Section 19. NOTICES

19.01 All notices or other communications required by this Agreement shall be in writing and deemed delivered upon mailing by certified mail, return receipt requested, to the following persons and addresses unless otherwise specified herein:

TOWN:

Procurement Manager
Town of Davie
6591 Orange Drive
Davie, Florida 33314

CORPORATION:

Geographic Technologies Group
648 North Spence Avenue
Goldsboro, NC 27534

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first written above, in two (2) counterparts, each of which shall without proof or accounting for the other counterpart be deemed an original Contract.

Witness:

Contractor

BY

Title

Date: _____

OWNER

Town of Davie, a Florida
Municipal Corporation

ATTEST:

Russell Muniz
Town Clerk

Tom Truex
Mayor

(Seal)

Gary Shimun
Town Administrator

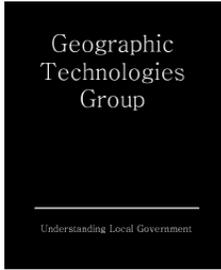
APPROVED AS TO FORM AND
CORRECTNESS:

DATE: _____

Jim Cheroff
Town Attorney
Town of Davie

Council Approved: _____
Date

EXHIBIT A



March 23, 2007

Town of Davie
Geographic Information System (GIS) Services

Geographic Technologies Group (GTG) hourly rates:

Positions	Hourly Rate (\$)
Principals (Project Managers)	\$150.00
Technical Writer	\$90.00
Administrative Assistant	\$35.00
GIS Division	
GIS Director	\$125.00
GIS Project Managers	\$100.00
GIS Specialist	\$90.00
GIS Technician	\$50.00
GIS and Technical Trainers	\$100.00
Software and Development Division	
Director of Software and Development	\$150.00
Software Development Manager	\$125.00
Public Safety Products Manager	\$110.00
Land & Web Products Manager	\$110.00
Developers	\$90.00

Understanding Local Government

Corporate Headquarters

North Carolina
 648 North Spence Avenue
 Goldsboro, NC 27534
 P.O. Box 10135
 Goldsboro, NC 27532
 919.759.9214 tel
 919.759.0410
 1.888.757.4222

Regional Offices

- Florida
- Illinois
- Oregon
- Pennsylvania
- Texas

TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: John A. George, Chief of Police - (954) 693-8320

PREPARED BY: Mary Jane Taglienti - (954) 693-8240

SUBJECT: Resolution

AFFECTED DISTRICT: TOWN WIDE

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE FLORIDA, APPROVING AN EXTENSION OF THE CONTRACT BETWEEN THE TOWN AND KEMP GROUP INTERANTIONAL CORPORATION FOR SCHOOL CROSSING GUARDS FOR THE POLICE DEPARTMENT.

REPORT IN BRIEF: The Town Council awarded a contract to Kemp Group International Corporation by Resolution R 2006-099. The initial contract period was for one (1) year with an option to extend the contract for one (1) additional year. The current contract period expires June 30, 2007. The Police Department is satisfied with the service provided by Kemp Group International. The Police Department and the vendor wish to exercise the last option to extend the contract for an additional year.

The original contract price remains unchanged.

PREVIOUS ACTIONS: Resolution R 2006-099

CONCURRENCES: The Police Department and vendor wish to extend the contract.

FISCAL IMPACT: Yes

Has request been budgeted? Yes

If no, amount needed: \$250,000.00

What account will funds be appropriated from: Police Department Contractual Services Account
001-0525-521-0306

Additional Comments: N/A

RECOMMENDATION(S): Motion to approve Resolution.

Attachment(s): Resolution
Davie Police Department Memo
Letter from Kemp Services
Incorporation Paperwork

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF DAVIE FLORIDA, APPROVING AN EXTENSION OF THE CONTRACT BETWEEN THE TOWN AND KEMP GROUP INTERANTIONAL CORPORATION FOR SCHOOL CROSSING GUARDS FOR THE POLICE DEPARTMENT.

WHEREAS, the Town of Davie awarded a contract for school crossing guards by Resolution R 2006-099; and

WHEREAS, the current contract expires June 30, 2007; and

WHEREAS, the terms and conditions of the contract allow for a one (1) year extension by mutual agreement of both parties; and

WHEREAS, the Town and the contractor desire to extend the contract for an additional one (1) year term.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council approves a one (1) year extension of the contract between the Town and Kemp Group International Corporation providing service to the Davie Police Department for school crossing guards covering the period of June 30, 2007 through June 30, 2008.

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2007

MAYOR/COUNCILMEMBER

Attest:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2007

DAVIE POLICE DEPARTMENT *ef*

MEMORANDUM

TO Herb Hyman Procurement Manager
THRU John A George Chief of Police
FROM Lori Lysfjord Office Supervisor *LL*
DATE March 6 2007
SUBJECT Crossing Guard Contract

approved for 5/8/17

Attached is a letter from Kemp Services Inc advising they are willing to renew the crossing guard contract for an additional year Our Department would also like to renew the contract Their service has been excellent

Mailing PO Box 471614 *Miami FL 33247
2111 SW 60 Way Miramar FL 33023

KEMP GROUP INTERNATIONAL CORPORATION

March 6 2007

Town of Davie Police Department
1230 S Nob Hill Road
Davie FL 33321

Re Renewal - School Crossing Guard

Attention Lorie

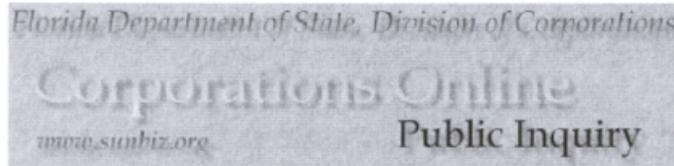
We would like to renew the school crossing guard contract for another year under the same terms and conditions

If you have any questions please feel free to call me Thank you

Sincerely

Joseph Faluade
Joe Faluade

PHONE (954) 437-7294
FAX (954) 437-8952



Florida Profit

KEMP GROUP INTERNATIONAL CORPORATION

PRINCIPAL ADDRESS

2111 SW 60 WAY
MIRAMAR FL 33023

MAILING ADDRESS

PO BOX 471614
MIAMI FL 33247
Changed 01/13/2005

Document Number P01000102726	FEI Number 650902392	Date Filed 10/22/2001
State FL	Status ACTIVE	Effective Date NONE
Last Event NAME CHANGE AMENDMENT	Event Date Filed 06/09/2005	Event Effective Date NONE

Registered Agent

Name & Address
ADERINOKUN, CHRISTINA A 2111 SW 60 WAY MIRAMAR FL 33023
Name Changed: 08/05/2004

Officer/Director Detail

Name & Address	Title
ADERINOKUN, CHRISTINA A 2111 SW 60 WAY MIRAMAR FL 33023	PD

Annual Reports

Report Year	Filed Date
2005	01/13/2005
2006	01/23/2006
2007	04/04/2007

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Document Images

Listed below are the images available for this filing.

- 04/04/2007 -- ANNUAL REPORT
- 01/23/2006 -- ANNUAL REPORT
- 06/09/2005 -- Name Change
- 01/13/2005 -- ANNUAL REPORT
- 08/05/2004 -- ANNUAL REPORT
- 04/28/2004 -- ANNUAL REPORT
- 04/28/2003 -- ANNUAL REPORT
- 03/27/2002 -- ANNUAL REPORT
- 10/22/2001 -- Domestic Profit

THIS IS NOT OFFICIAL RECORD; SEE DOCUMENTS IF QUESTION OR CONFLICT

[Corporations Inquiry](#)

[Corporations Help](#)

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, ACCEPTING THE BID FOR SCHOOL CROSSING GUARDS.

WHEREAS, the Town is in need of school crossing guards to insure that children can safely cross the street to get to school at locations identified by the Police Department; and

WHEREAS, the Town solicited sealed bids for such crossing guards; and

WHEREAS, after review, the Town Council wishes to accept the bid from Kemp Group International.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council hereby accepts the bid from Kemp Group International to provide school crossing guards in the amount of \$13.47/guard/hr.

SECTION 2. The Town Council hereby authorizes the expenditure from the Police Department-Contractual Services Account Number 001-0525-521-0306.

SECTION 3. The initial contract term is one (1) year with options to extend the contract for two (2) additional one (1) year terms by mutual agreement of the parties. Contract extensions, if appropriate, will be sent to the Town Council for approval.

SECTION 4. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2006

MAYOR/COUNCILMEMBER

Attest:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2006

TOWN OF DAVIE PROCUREMENT AUTHORIZATION

ACCOUNT NUMBER.	BUDGET ITEM & DESCRIPTION	APPROXIMATE COST
001-0525-521-0306 <i>PD-CONTRACTUAL SERVICES</i>	School Crossing Guards	\$ 250,000.00

METHOD OF PROCUREMENT (check the one that applies)

- Open Competitive Bidding
- Piggyback on Contract Number _____
- Sole Source
- Request For Proposals

SPECIFICATIONS & LIST OF VENDORS MUST BE ATTACHED

Signed *[Signature]*
Department Head

Have Funds been Reserved *Res. 34086*

Date *1/24/06* Signed *[Signature]*

Signed *[Signature]*
Town Administrator

	BIDS SUBMITTED	
VENDOR	COST	
<u><i>KEMP GROUP INTERNATIONAL</i></u>	<u><i>\$13.47/HR.</i></u>	

Signed *[Signature]*
Procurement Manager

Vendor	Cost
<u><i>KEMP GROUP INTERNATIONAL</i></u>	<u><i>\$13.47/HR.</i></u>

BID OPENING REPORT

BID NAME: Wood Crossing guards
 BID NUMBER: B-06-025

TIME: 2:07 pm
 DATE: 2-16-06

ESTIMATED COST: _____

NO.	CONTRACTOR'S NAME	BID AMOUNT	COMMERCIAL RANKING
1.	Kemp Group International Cor	\$12,47 pn	
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

REMARKS

NOTE: THE ABOVE BID AMOUNTS HAVE NOT BEEN CHECKED, AND BID TOTALS ARE SUBJECT TO CORRECTION AFTER THE BIDS HAVE BEEN COMPLETELY REVIEWED.

THIS IS ONLY A FINANCIAL RANKING OF ALL THE BIDS RECEIVED. THE USING DEPARTMENT IS RESPONSIBLE FOR REVIEWING THE BIDS FOR COMPLIANCE WITH ALL THE BID SPECIFICATIONS PRIOR TO SUBMITTAL OF LETTER OF RECOMMENDATION.

PURCHASING OFFICIAL: [Signature]
 WITNESS: [Signature]

DATE: 2-16-06
 DATE: 2-16-06

DAVIE POLICE DEPARTMENT

MEMORANDUM

91 2/22/06

TO: Herb Hyman, Procurement Manager
THRU: John A. George, Chief of Police
FROM: Lori Lysfjord, Office Supervisor
DATE: February 22, 2006
SUBJECT: School Crossing Guards

Attached you will find the bid for School Crossing Guards. It is my recommendation that we continue to utilize Kemp Services, Inc. for our crossing guards. They were the only bidder and I am satisfied with all aspects of their service.

We will have 23 guards and 3 supervisors for each school day.

TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Bruce Taylor/327-3741

PREPARED BY: Heidi Cavicchia

SUBJECT: Resolution

AFFECTED DISTRICT: Townwide

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT FOR A REGIONAL BIOSOLIDS MANAGEMENT AND PLANNING STUDY BETWEEN THE CITY OF PLANTATION BROWARD COUNTY, CITY OF FORT LAUDERDALE, CITY OF MARGATE AND TOWN OF DAVIE.

REPORT IN BRIEF: Processing and disposal of domestic wastewater biosolids has long been a challenging activity for South Florida utilities. Most South Florida utilities currently practice land application of biosolids, with most of those applying a Class B product. The future of land application of Class B biosolids as a long-term disposal strategy is uncertain. Recognizing this uncertainty, the City of Plantation has proposed a study of long term biosolids management options focusing upon an ultimate goal of distribution and marketing of Class A biosolids. A regional approach may offer economics of scale and resources and may achieve multi-jurisdictional public support, thereby allowing participating utilities to diversify and decrease the risk associated with management strategies.

The City of Plantation has engaged a consultant to perform a Regional Biosolids Management and Planning Study. The Town of Davie has joined Broward County, City of Margate and City of Fort Lauderdale in agreeing to participate in this study and funding a portion of the study. The Town will reimburse Plantation for the study and administrative expenses for a total amount not to exceed \$100,000.

PREVIOUS ACTIONS: None

CONCURRENCES: Town Attorney reviewed and approved

FISCAL IMPACT: Yes

Has request been budgeted? Yes

If yes, expected cost: \$100,000

Account Name: Professional Services

RECOMMENDATION(S): Approval of the Resolution authorizing the Mayor to sign the Interlocal Joint Participation Agreement.

Attachment(s): Resolution, Interlocal Joint Participation Agreement

RESOLUTION NO. R-2007-____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF PLANTATION, BROWARD COUNTY, CITY OF FORT LAUDERDALE, CITY OF MARGATE, AND TOWN OF DAVIE FOR JOINT PARTICIPATION FOR A REGIONAL BIOSOLIDS MANAGEMENT AND PLANNING STUDY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, wastewater treatment utilities utilize a current practice of land application of biosolids, with most applying a Class B product; and

WHEREAS, the future of the land application as a long term biosolids disposal strategy is uncertain in view of:

- (1) a decreasing number of potential land application sites for Class B biosolids;
- (2) community opposition to utilizing land application of Class B biosolids;
- (3) increased costs of utilizing land application of Class B biosolids as a disposal strategy; and,
- (4) regulatory uncertainty concerning Class B biosolid disposal over the long term as distinguished from the foreseeable future; and

WHEREAS, economies of scale and resources are available if a regional approach to biosolids management is adopted; and

WHEREAS, a regional approach to biosolids management may also achieve multi-jurisdictional public support, and allow each participating utility to diversify and decrease the risks associated with management strategies; and,

WHEREAS, the utilities participating in this Interlocal Agreement wish to undertake and fund a Regional Biosolids Management and Planning Study effort which will include an analysis of institutional framework development, an assessment of technology, an assessment of market factors, an assessment of sites, an assessment of transport and financial planning, and appropriate economic analyses;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The foregoing findings are hereby approved,

SECTION 2. That certain Interlocal Agreement between City of Plantation, Broward County, City of Fort Lauderdale, City of Margate, and Town of Davie for Joint Participation for a Regional Biosolids Management and Planning Study, in form attached hereto as Exhibit "A" is hereby approved and the Mayor is directed to execute same.

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2007.

MAYOR/COUNCILMEMBER

Attest:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2007

AGREEMENT

Between

THE CITY OF PLANTATION,

and

BROWARD COUNTY
CITY OF MARGATE
CITY OF FORT LAUDERDALE
TOWN OF DAVIE

for

JOINT PARTICIPATION FOR A REGIONAL BIOSOLIDS MANAGEMENT AND
PLANNING STUDY

This is an Agreement, dated this ___ day of _____, 2007, made and entered into by and between the CITY OF PLANTATION, a municipal corporation located in Broward County, Florida, and organized and existing under the laws of the State of Florida, its successors and assigns (hereinafter referred to as "PLANTATION");

AND

BROWARD COUNTY, a political subdivision of the State of Florida, its successors and assigns, through its Board of County Commissioners (hereinafter referred to as "COUNTY"), a municipal corporation located in Broward County, Florida, and organized and existing under the laws of the State of Florida, its successors and assigns; CITY OF MARGATE, a municipal corporation located in Broward County, Florida, and organized and existing under the laws of the State of Florida, its successors and assigns (hereinafter referred to as "MARGATE"); the CITY OF FORT LAUDERDALE, a municipal corporation located in Broward County, Florida, and organized and existing under the laws of the State of Florida, its successors and assigns (hereinafter referred to as "FORT LAUDERDALE"), and the TOWN OF DAVIE, a municipal corporation located in Broward County, Florida, and organized and existing under the laws of the State of Florida, its successors and assigns (hereinafter referred to as "DAVIE"), collectively referred to as "PARTICIPATING ENTITIES."

WHEREAS, PLANTATION is undertaking efforts to have a Regional Biosolids Management and Planning Study ("Study") performed; and

WHEREAS, COUNTY, MARGATE, FORT LAUDERDALE, and DAVIE are interested in participating in the Study and funding a portion of the Study; and

WHEREAS, PLANTATION, COUNTY, MARGATE, FORT LAUDERDALE, and DAVIE have determined that it is in the best interest of the parties that the Study is performed;

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payment hereinafter set forth, PLANTATION, COUNTY, MARGATE, FORT LAUDERDALE, and DAVIE agree as follows:

1. PLANTATION has engaged a Consultant ("Consultant") in accordance with the CCNA to perform a Regional Biosolids Management and Planning Study, the scope of services for which shall be substantially as set forth in Exhibit "A".
2. The total cost of the Agreement between PLANTATION and the Consultant is Four Hundred Ninety Seven Thousand Six Hundred Sixty and 00/100 Dollars (\$497,660.00). Additionally, an administrative budget in the amount of One Thousand and No/100 Dollars (\$1,000.00) is hereby established. The administrative budget shall be used to offset any external costs of administering this Interlocal Agreement, and coordinating the work of the Committee hereinafter provided for.
3. COUNTY, MARGATE, FORT LAUDERDALE and DAVIE shall each reimburse PLANTATION for the Study and administrative budget expenses for one fifth (1/5) of the cost of the Study and administrative budget expenses, for a total amount not to exceed One Hundred Thousand and 00/100 Dollars (\$100,000) per entity. The reimbursements are subject to the following terms:
 - i. PLANTATION acknowledges and agrees that the amount stated above includes any and all reimbursable expenses. PARTICIPATING ENTITIES shall not pay PLANTATION any additional sum for reimbursable expenses;
 - ii. PARTICIPATING ENTITIES shall not make any payments to PLANTATION in advance of the rendition of services;
 - iii. Lump Sum Compensation. PLANTATION shall submit billings which are identified by the specific project number and name on a monthly basis in a timely manner. These billings shall identify the nature of the work performed and the estimated percentage of work accomplished. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously. The total amount paid shall not exceed the total percentage of work performed. PARTICIPATING ENTITIES shall pay PLANTATION within thirty (30) calendar days from receipt of PLANTATION's proper statement.
 - iv. It is understood that the method of compensation is that of Maximum Amount which means that PARTICIPATING ENTITIES shall in no case be liable for more than the stated amount.

4. Term and Termination. The term of this Agreement shall begin on the date first stated above and shall remain in effect until March, 2008.

5. Changes in Scope of Services. Any change to the Scope of Services must be accomplished by a written amendment, executed by the parties in accordance with Section 11(J) below.

6. Notices. Whenever any 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 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 OF PLANTATION:

Hank Breitenkam
Utilities Director
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

FOR BROWARD COUNTY:

Anthony M. Hui, P.E., Director
Broward County Water and Wastewater
2555 West Copans Road
Pompano Beach, Florida 33069

FOR CITY OF MARGATE:

Emilio C. Esteban, P.E., Director
901 NW 66th Avenue, #A
Margate, FL 33063

FOR CITY OF FORT LAUDERDALE:

Albert Carbon, P.E.
Public Works Director
100 North Andrews Avenue
Fort Lauderdale, FL 33301

FOR TOWN OF DAVIE:

Bruce Taylor
Utilities Director
6591 Orange Drive
Davie, FL 33314

7. Indemnification. Parties are state agencies or political subdivisions as defined in Chapter 768.28, Florida Statutes, and agree to be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement.

8. PLANTATION shall ensure that any and all agreements with a third party to provide the services set forth herein, addressed hereinabove, shall include the following provisions:

8.1 Indemnification: PLANTATION's Consultant shall indemnify and hold harmless PLANTATION and PARTICIPATING ENTITIES, their officers and employees, from liabilities, damages, losses, and costs, including, but not limited to reasonable attorney's fees, as a result of Consultant's performance of services provided pursuant to this Agreement. Except as specifically provided herein, this Agreement does not require Consultant to indemnify PLANTATION AND PARTICIPATING ENTITIES, their employees, officers, directors, or agents from any liability, damage, loss, claim, action, or proceeding. These indemnifications shall survive the term of this Agreement. In the event that any action or proceeding is brought against PARTICIPATING ENTITIES by reason of any such claim or demand, Consultant shall, upon written notice from PARTICIPATING ENTITIES, resist and defend such action or proceeding by counsel satisfactory to PARTICIPATING ENTITIES.

8.2 In order to insure the indemnification obligation Consultant shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement (unless otherwise provided), the insurance coverages set forth in Section 9, in accordance with the terms and conditions required by this Section 8.

8.3 The policies referred to in Section 9 below shall be without any deductible amount and shall be issued by approved companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in Broward County, Florida.

9. INSURANCE: Consultant shall provide, pay for and maintain in force at all times during the services to be performed, such insurance, including Workers' Compensation Insurance, Employer's Liability Insurance, Comprehensive General Liability Insurance, Business Automobile Liability Insurance and Professional Liability Insurance.

Such policy or policies shall be issued by United States Treasury approved companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in the State of Florida. Consultant shall specifically protect PLANTATION by naming PLANTATION and PARTICIPATING ENTITIES as an additional insured under the Comprehensive General Liability Insurance Policy hereinafter described. The Professional Liability Policy or certificate shall reference this project.

All policies shall provide for a Notice of Cancellation and/or Restriction: The policy(ies) must be endorsed to provide PLANTATION and PARTICIPATING ENTITIES with thirty (30) days notice of cancellation and/or restriction.

All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against PLANTATION and the PARTICIPATING ENTITIES with the express intention of the parties being that the required insurance coverages protect all parties as the primary coverages for any and all losses covered by the described insurance. Consultant shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they shall have no recourse against PLANTATION and PARTICIPATING ENTITIES for payment or assessments in any form on any policy of insurance. The clauses 'Other Insurance Provisions', and 'Insured Duties in the Event of an Occurrence', 'Claim or Suit' as-it appears in any policy of insurance in which PLANTATION and PARTICIPATING ENTITIES are named as an additional insured shall not apply to PLANTATION and PARTICIPATING ENTITIES. All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against PLANTATION and PARTICIPATING ENTITIES with the express intention of the parties being that the required insurance coverages protect all parties as the primary coverages for any and all losses covered by the required insurance.

PLANTATION and PARTICIPATING ENTITIES reserve the right to require or adjust any of the insurance coverages it deems necessary depending upon the company, the project, or the potential exposures.

Consultant shall not commence performance of duties under this Agreement until Consultant has obtained all insurance coverages required under this Section and all certificates of insurance have been approved by PLANTATION's and PARTICIPATING ENTITIES' Risk Managers, nor shall Consultant allow any Subconsultant to commence performance of duties related to this Agreement with PLANTATION until all similar such insurance coverages and certificates of insurance required of the Subconsultant have been obtained and approved.

- a. Professional Liability Insurance: Throughout the period covered by this Agreement, Consultant shall carry Professional Liability insurance and shall maintain said insurance in an amount not less than those outlined below. Notwithstanding the deductible amount, Consultant remains liable to PLANTATION and PARTICIPATING ENTITIES for any damages in accordance with Section 9. Consultant shall deliver the Certificate of Insurance within ten (10) calendar days of the execution of this

Agreement, demonstrating that the required coverage is bound by an Insurance Company of B+ or higher rating approved by the Insurance Commission to do business in the State of Florida.

Professional Liability Coverage Amounts: (per claim and annual aggregate)

<u>Errors and Omissions</u>	<u>Coverage Required</u>	<u>Maximum Deductible Per Claim</u>
Up to \$500,000	\$500,000	\$25,000

- b. Worker's Compensation Insurance to apply for all employees in compliance with the Worker's Compensation Law of the State of Florida and all applicable federal laws.
- c. Comprehensive General Liability Insurance. Throughout the period covered by this Agreement, Consultant shall carry Comprehensive General Liability insurance to cover liability, bodily injury and property damage including automobile. Exposures to be covered are: premises, operations, products/completed operations, and certain contracts. Coverage's must be written on an occurrence basis, with the following limits of liability unless otherwise specified or determined applicable:

<u>Bodily Injury:</u>		<u>Property Damage:</u>
Each Occurrence	\$1,000,000	\$1,000,000
Annual Aggregate	\$1,000,000	\$1,000,000
Personal Injury Annual Aggregate		\$1,000,000

Throughout the period covered by this Agreement, Consultant shall maintain Worker's Compensation insurance during the life of this Agreement to comply with statutory limits for all employees, and in the case any work is sublet, Consultant shall require the Subconsultant(s) to provide Worker's Compensation insurance for all the Subconsultant's employees unless such employees are covered by the protection afforded by Consultant. Consultant and its Subconsultant(s) shall maintain during the life of this policy Employer's Liability insurance. The following limits must be maintained:

Worker's Compensation Employer's Liability	Statutory
Employer's Liability	\$500,000 per Occurrence

Consultant and its Subconsultants agree to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

- d. Business Automobile Liability Insurance with minimum limits of One Hundred Thousand Dollars (\$100,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage

must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

Owned vehicles.
Hired and non-owned vehicles.

- e. The parties must be named as additional insureds. Thirty (30) Calendar Days written notice must be provided to the parties via Certified Mail in the event of cancellation.
- f. PLANTATION's Consultant shall furnish to the parties Certificates of Insurance or Endorsements evidencing the insurance coverages specified by this Agreement prior to beginning performance of work under this Agreement.

Consultant shall provide to PLANTATION a Certificate of Insurance or a copy of all insurance policies required by Section 9 including any subsections thereunder. PLANTATION reserves the right to require a certified copy of such policies upon request.

10. Formation of Biosolids Management Committee.

10.1 There is hereby created a Biosolids Management Committee. The purpose of the Committee is to assist the public and participating utilities administer and coordinate the planning and study activity authorized by this Agreement. Each party's utility shall nominate one (1) person as a voting member of the Committee. In addition, Mel Entus and Associates LLC, a subconsultant hired by Consultant shall nominate one (1) person to be a member of the Committee which person shall be non-voting. The Committee's actions shall not be binding on any of the party executing this Agreement. The Committee's function shall not include deciding amongst various alternatives or making decisions which direct the planning and study effort. The Committee will be an information gathering, communicative, and fact finding committee. The Committee shall make recommendations concerning discussed alternatives for each public and participating utility to consider.

10.2 Mel Entus and Associates "LLC" will be responsible to maintain the Committee's abbreviated minutes and to coordinate and communicate amongst the various Committee members with respect to meetings, and decisions made by public and participating utilities.

11. Miscellaneous.

- A. Documents. All documents including drawings and specifications prepared or furnished by Consultant (and Consultant's independent professional associates and consultants) pursuant to this Agreement shall

become owned by and be the property of PLANTATION and PARTICIPATING ENTITIES and copies thereof shall be provided to PARTICIPATING ENTITIES. PLANTATION and PARTICIPATING ENTITIES shall thereby obtain ownership by any statutory common law and other reserved rights thereto, including copyright; however, such documents are not intended or represented to be suitable for reuse by PLANTATION and PARTICIPATING ENTITIES on extensions of the Study or on any other study. Any such reuse, modification or adaptation of such documents without written verification or adoption by Consultant for the specific purpose intended will be at PLANTATION's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates or consultants. If required by PLANTATION and PARTICIPATING ENTITIES, any such verification or adaptation will entitle Consultant to further compensation at rates to be agreed upon by PLANTATION and PARTICIPATING ENTITIES and Consultant.

- B. Third Party Beneficiaries. No party intends to directly or substantially benefit a third party by 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 any 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.
- C. Assignment and Performance. Neither this Agreement, nor any interest herein shall be assigned, transferred, or encumbered by any party. PLANTATION represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to parties' satisfaction for the agreed compensation.
- D. Materiality and Waiver of Breach. Parties agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. The failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- E. Compliance with Laws. Parties shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.
- F. Severance. In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall

continue to be effective. If, however, the clause determined to be invalid materially affects the performance of the parties, or materially impacts the parties' expectations or positions with respect to the Agreement, the parties will negotiate in good faith to modify the Agreement in some fashion so as to, as near as possible, place the parties in the same position they were in, vis-a-vis, their intent, performance expectations, and economic position. If, after such good faith negotiations, no modification is reached, then any party may terminate the Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

- G. Joint Preparation. The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- H. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given effect.
- I. Applicable Law and Venue. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the state courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue situs. By entering into this Agreement, parties hereby expressly waive any rights any party may have to a trial by jury of any civil litigation related to, or arising out of the Study.
- J. Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the parties.
- K. Prior Agreements. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter 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 modification, amendment or alteration in the terms or conditions contained herein shall be effective unless set forth in writing.

- L. Incorporation by Reference. The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached exhibits are incorporated into and made a part of this Agreement.
- M. Multiple Originals. This Agreement may be fully executed in six (6) copies by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.
- N. This Interlocal Agreement is principally for the purpose of providing a cost recovery funding mechanism for the planning and study activity, and for the purpose of fostering efficiencies in gathering information, communicating such information to each public and participating utility so that decisions can be made.
- O. The public and participating utilities are those executing this Interlocal Agreement.

[THIS SPACE INTENTIONALLY LEFT BLANK]

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 ____ day of _____, 20____, and CITY OF PLANTATION, CITY OF FORT LAUDERDALE, CITY OF MARGATE, and TOWN OF DAVIE signing by and through their officers duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, through its
BOARD OF COUNTY
COMMISSIONERS

County Administrator and Ex-Officio
Clerk of the Board of County
Commissioners of Broward County,
Florida

By _____
Mayor
____ day of _____, 2007.

Approved as to form by
Office of County Attorney
Broward County, Florida
Jeffrey J. Newton, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By _____
Assistant County Attorney

AGREEMENT BETWEEN CITY OF PLANTATION AND BROWARD COUNTY, CITY OF MARGATE, CITY OF FORT LAUDERDALE AND TOWN OF DAVIE FOR JOINT PARTICIPATION FOR A REGIONAL BIOSOLIDS MANAGEMENT AND PLANNING STUDY

CITY OF PLANTATION

ATTEST:

City Clerk

(CORPORATE SEAL)

By _____
Rae Carole Armstrong, Mayor
____ day of _____, 2007.

Hank Breitenkam, Utilities Director

APPROVED AS TO FORM:

By _____
City Attorney

AGREEMENT BETWEEN CITY OF PLANTATION, AND BROWARD COUNTY, CITY OF MARGATE, CITY OF FORT LAUDERDALE AND TOWN OF DAVIE FOR JOINT PARTICIPATION FOR A REGIONAL BIOSOLIDS MANAGEMENT AND PLANNING STUDY.

WITNESSES:

CITY OF FORT LAUDERDALE

By _____
JIM NAUGLE, Mayor

Print Name

By _____
GEORGE GRETSAS, City Manager

Print Name

(SEAL)

ATTEST:

JONDA K. JOSEPH, City Clerk

Approved as to form:

VICTORIA F. MINARD
Assistant City Attorney

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AGREEMENT BETWEEN CITY OF PLANTATION, AND BROWARD COUNTY, CITY OF MARGATE, CITY OF FORT LAUDERDALE AND TOWN OF DAVIE FOR JOINT PARTICIPATION FOR A REGIONAL BIOSOLIDS MANAGEMENT AND PLANNING STUDY

TOWN OF DAVIE

ATTEST:

Town Clerk

(CORPORATE SEAL)

By _____
Mayor/Commissioner

____ day of _____, 20 ____.

APPROVED AS TO FORM:

By _____
Town Attorney

AGREEMENT BETWEEN CITY OF PLANTATION AND BROWARD COUNTY, CITY OF MARGATE, CITY OF FORT LAUDERDALE AND TOWN OF DAVIE FOR JOINT PARTICIPATION FOR A REGIONAL BIOSOLIDS MANAGEMENT AND PLANNING STUDY

CITY OF MARGATE

ATTEST:

City Clerk

(CORPORATE SEAL)

By _____
Mayor/Commissioner

____ day of _____, 20____,

APPROVED AS TO FORM:

By _____
City Attorney

APPROVAL OF CONSENT AGENDA

**TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT**

TO: Mayor and Councilmembers

FROM/PHONE: Bonnie Stafiej, Special Projects Director, 797-1163

PREPARED BY: Bonnie Stafiej, Special Projects Director, 797-1163

SUBJECT: Resolution

AFFECTED DISTRICT: All

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE TOWN OF DAVIE TO ENTER INTO AN AGREEMENT BETWEEN THE HISTORY OF CHIVALRY AND THE TOWN OF DAVIE FOR THE RENTAL OF THE BERGERON RODEO GROUNDS FOR A PROFESSIONAL MEDIEVAL KNIGHT COMPETITION.

REPORT IN BRIEF: The History of Chivalry is a local club that performs a stylized version of medieval knights' in combat. All combat is executed by trained combatant professionals with safety marshals and referees. The two hour performance will include a knight competition and also theatrical performers depicting period flag dancing and sword swallowing.

PREVIOUS ACTIONS: This is a first time rental for History of Chivalry

CONCURRENCES: N/A

FISCAL IMPACT: not applicable
Has request been budgeted? n/a

If yes, expected cost: \$

Account Name:

If no, amount needed: \$

What account will funds be appropriated from:

Additional Comments: The rental cost to The History of Chivalry is \$750.00 for the day rental. This cost includes ground preparation, clean-up, and utilities.

RECOMMENDATION(S): Motion to Approve Resolution and Lease Agreement

Attachment(s): 1) Resolution
2) Exhibit "A" Lease Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE TOWN OF DAVIE TO ENTER INTO AN AGREEMENT BETWEEN THE HISTORY OF CHIVALRY AND THE TOWN OF DAVIE FOR THE RENTAL OF THE BERGERON RODEO GROUNDS FOR A PROFESSIONAL MEDIEVAL KNIGHT COMPETITION

WHEREAS, the Town of Davie is desirous of renting Bergeron Rodeo Grounds of Davie, Florida to present cultural and recreational events to the residents; and

WHEREAS, The History of Chivalry is a local organization that performs a stylized version of medieval knights' in combat. The performance will include a knight competition and also theatrical performers depicting period flag dancing and sword swallowing; and

WHEREAS, The History of Chivalry wishes to rent the Bergeron Rodeo Grounds of Davie, Florida, for a period of one (1) day beginning at 8:00 a.m. on July 14, 2007 and ending at 10:00 p.m., July 14, 2007;and

WHEREAS, The History of Chivalry requests that the Town Council approve the rental agreement and fee of seven hundred and fifty dollars (\$750.00).

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA

Section 1. The Town of Davie does hereby authorize the Mayor to enter into a lease agreement which is attached as "Exhibit A" .

Section 2. That this resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2007

ATTEST:

MAYOR/COUNCILMEMBER

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2007

TOWN OF DAVIE BERGERON RODEO GROUNDS, OF DAVIE FLORIDA FACILITY LEASE

THIS AGREEMENT, made and entered into this 24 day of March 2007, by and between the TOWN OF DAVIE, a municipal corporation of the State of Florida, hereinafter called the Town, and the herein called Lessee, whose address is:

**History of Chivalry
Andy Reeves
4030 SW 61 Street
Davie, FL 33314**

WITNESSETH: That in consideration of the covenants and conditions herein expressed and of the faithful performance of the Lessee of all such covenants and conditions, the Town does hereby demise and lease unto the Lessee and the Lessee does here rent and take as Lessee the following facilities: Bergeron Rodeo Grounds of the Town of Davie located at 4201 SW 65th Way, Davie, Florida. Said facilities are to be used for the purpose of: Medieval Knight Combat entertainment/competiton and for no other purpose whatsoever without the written consent of the Town endorsed on this lease, for a period of two days commencing at 8:00 a.m on the 14 day of July, 2007 and ending at 10:00 p.m on the 14 day of July, 2007.

The Lessee agrees to pay to the Lessor a non-refundable rental commitment deposit of \$150.00 in order to secure requested date. If the event that is the subject matter of this lease does not occur on the scheduled date, the \$150.00 deposit becomes the property of the Town of Davie to be applied toward any damages suffered by the Town as a result of the breach of the lease. If the event proceeds as planned, the \$150.00 will be applied to the rent. The Lessee agrees to pay to the Lessor the rental of Seven Hundred and Fifty Dollars (\$750 .00) minimum, which is due two weeks prior to the scheduled event. In addition to the minimum rent.

1. Rent is to be paid by cash, certified check or bank draft only at the Town of Davie Special Projects Office located at, 6591 Ora Drive, Davie, FL 33314; /attention Special Projects Director. Lessee shall pay to Town on demand any sum which may be due the Town for additional service, accommodations or materials furnished or loaned by said Town, and permit said Town, in case Lessee's failure to pay such sum, or to comply with this agreement, payment will be secured by a Lessee's Service Bond as outlined in paragraph 6 and to secure said Town against loss.

2. The Town shall furnish light for ordinary use only, accidents and unavoidable delays excepted; furnish water by means of appliances installed for ordinary toilet purposes and furnish minimum house staff, as determined by the Town of Davie.

3. Lessee agrees to quit and surrender said demised premises to the Town at the end of said term in the same condition as at date of the commencement of this lease, ordinary use and wear thereof only excepted, and to abide by and conform to all rules and regulations from time to time adopted or prescribed by the Town for the government and management of said facilities.

GROUND PREPARATION The preparation of the clay surface or the floor, in the Bergeron arena is the responsibility of the Lessee. The town will roll or rotar till the surface to house specification. It will be the responsibility of the Lessee to provide equipment to prepare grounds to their specific needs through out the lease duration.

INSURANCE

4. The Lessee is required to furnish the Lessor fourteen (14) days prior to the date of the performance, a Landlord's and Tenant's Public Liability Policy to the extent of not less than one million dollars (\$1,000,000.00) to cover claim damage for any single or specific cause for any one person, and no less than one million dollars (\$1,000,000.00) to cover any particular accident or occurrence, together with coverage of property damage in an amount no less than one million dollars (\$1,000,000.00). The Town of Davie, a municipal corporation of Florida, shall be named in the policy as additional insured, along with yourself as lessee. This requirement shall also apply to all rehearsals. Lessee agrees to indemnify and hold harmless the Lessor for all costs and expense arising out of any claims for personal injuries, including death, and any claims for property damage, sustained by any person including but not limited to, employees of the Lessee arising out of the use of the subject premises pursuant to this contract. The Lessee shall file with the Town of Davie evidence of the required insurance by way of a Certificate of Insurance which shall be subject to approval by the Town.

6. SECURITY/EMS BOND

In addition to the minimum rent, lessee must put in place a Police Security and Fire/EMS Bond with the Special Projects Director pay for Davie Police and Fire/EMS personnel. Lessee agrees to have on hand at all times, at its own expense, such level of po

services deemed necessary by the Chief of Police or his designee, and the Town of Davie, to maintain order and to protect persons and property. Lessee agrees to have on hand at all times, at its own expense, such level of Fire/EMS services deemed necessary by the Fire Chief or his designee, and the Town of Davie, to maintain safety, property and to aid and protect persons. This bond must be in place before this contract can be signed and entered into with the Town of Davie. This Bond must be made by certified check or cash. Once the Bond is used for personnel, any remainder of the Bond will be returned to promoter within 10 working days after the event.

Lessee will comply with all laws of the United States and of the State of Florida, all ordinances of the Town of Davie, and rules and requirements of the police and fire departments or other municipal authorities of the Town of Davie. Lessee shall obtain all necessary permits and licenses, including union or trade organization clearances, and will not do or suffer to be done anything on said premises during the term of this lease in violation of any such laws, ordinances, rules or requirements, and if the attention of said Lessee is called to any such violation on the part of said Lessee, such Lessee will immediately desist from and correct or cause to be corrected such violation.

7. If said premises or any portion of said building, during the term of this lease, shall be damaged by the act, default or negligence of the Lessee, or of Lessee's agents, employees, patrons, contractors, guests, or any person admitted to said premises by Lessee, Lessee will pay to the Town upon demand such sum as shall be necessary to restore said damaged premises to their present condition. The Lessee hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said premises or to any portion of said building by the consent of the said Lessee or by or with the consent of any person acting for or on behalf of said Lessee, and said Lessee agrees to have on hand at all times, at its own expense, such level of police services deemed necessary by the Chief of Police or his designee, and the Town of Davie, to maintain order and to protect persons and property. Lessee agrees to have on hand at all times, at its own expense, such level of Fire/EMS services deemed necessary by the Fire Chief or his designee, and the Town of Davie, to maintain safety, property and to aid and protect persons.

8. Lessee shall not injure, nor mar, nor in any manner deface said premises, and shall not cause or permit anything to be done whereby the said premises shall be in any manner injured, marred or defaced; and will not drive or permit to be driven nails, hoc tacks or screws into any part of said building and will not make nor allow to be made any alterations of any kind therein. Lessee will not post or exhibit or allow to be posted or exhibited signs, advertisements, show-bills, lithographs, posters or cards of any description inside or in front or on any part of said building except upon the regular billboards provided by the Town therefore; Lessee will use, post or exhibit only such signs, advertisements, show bills, lithographs, posters or cards upon said billboards as related to the performance or exhibition to be given in the demised premises, and for such period of time as designated by the Town of Davie.

ADVERTISING 9A. Lessee shall not admit to said premises a larger number of persons than the seating capacity thereof to accommodate, or can safely or freely move about in said rented areas, and the decision of the Town of Davie in this respect shall be final. 9 B. Lessee is responsible for payment and distribution of all advertisement and promotional materials. The design name advertised name for the facility is the Bergeron Rodeo Grounds of Davie, Florida and that shall be the sole name by which the Arena and the Property is designated, advertised or promoted and the lessee shall use no other name to identify, advertise or promote the Arena and the Property. All promotional material must be submitted to the Town of Davie Special Projects Director for approval before material is printed.

9C. Lessee must support in their advertisements, registration information for their contestants, and on their presale tickets Town of Davie house rules: No alcoholic beverages, open or closed soft drinks, food items, containers, coolers, or firearms are permitted on the premises during or before contracted event.

CONCESSIONS AND GIVE AWAYS

10. The Town reserves, and at all times shall have the sole right to sell or give away librettos, flowers, refreshments, beverages, cigars, cigarettes, candies, sandwiches, periodicals and other merchandise, and to rent and sell opera glasses, umbrellas and other articles. Lessee will not allow alcoholic beverages, open or closed soft drinks, food items, containers, coolers, or firearms on the leased premises during or before event. This house rule applies to contestants, ticket holders, volunteers, and working staff. Lessee is restricted and must keep all give a-way food and drink items (judges food included) in the area specified by the facility. This area is located on the Northwest end of the arena, under the promoters picnic pavilion area. Food must be located and consumed in this area only. Food is not to extend past gate beyond posted signs.

11. The Town shall have the sole right to collect and have the custody of articles left, lost or checked in the building by persons attending any performance, exhibition or entertainment given or held in the demised premises, and the Lessee or any person employed by Lessee shall not collect nor interfere with the collection or custody of such articles. The Town may conduct checkroom control programs and to supervise the contents thereof, to take photographs, to control or supervise radio and/or television broadcasting or recording and transcription rights and equipment, and other privileges, and the Lessee shall not engage in or undertake the sale of any of the aforesaid articles or privileges without the written consent of the Town.

12. The Town reserves the right through its representatives to enter any portion of the demised premises and to eject objectionable person or persons from said building, and upon the exercise of this authority through its staff, agents, or police. Lessee hereby waives any right and all claim for damages against the Town of Davie.

13. The Town reserves the right to remove from the building all effects remaining in building after the time specified at the expense of Lessee and to store the same at the sole expense of the Lessee, and without any liability therefore on the part of Town.

14. Lessee shall not, without the written consent of the Town, put up or operate any engine or motor or machinery on the demised premises or use oils, burning fluids, camphene, kerosene, naphtha, or gasoline for either mechanical or other purposes, or any other agent than electricity for illuminating the demised premises.

15. Lessee shall not permit the demised premises to be used for lodging rooms, or for any improper, immoral or objectionable purpose, and the decision of the Town of Davie in these matters shall be final. Lessee shall not assign this lease without the written consent of the Town nor suffer any use of said premises other than herein specified, nor shall Lessee sublease the premises in whole or in part.

16. Lessee agrees to deliver to the Town, free of charge, thirty admission tickets for each day and thirty admission tickets for evening the premises are open to the public or trade during the term of this lease.

17. The auditorium employees and concessionaires shall at all times have free access to said premises.

PARKING

18A. The Town of Davie has complete and sole control of all surrounding parking lots and fields. The Town of Davie has the right to charge a fee for parking in or on these properties. The Town of Davie will charge all vehicles before, during or after event for parking. Parking fees will be charged to all event ticket holders, vendors, contestants, volunteers, and staff using the properties.

18B. Parking for vendors, contestants, volunteers, and staff or any other vehicles is limited to the North East vendors parking area only. A parking pass must be issued by the Lessee to these vehicles for free access to this lot.

18C. No vehicles will be permitted to remain in or on any other areas of the premises once the gates are unlocked. No vehicle may move on to the premises from the North East vendors parking area or any other gate until all ticket holders or non-ticket holders have safely left the facilities.

19A. If the Lessee, being entitled to possession hereunder, shall fail for any reason to take possession of or to use the premises, rent refund shall be made, and the full rent called for by this lease, including any disbursements or expenses incurred by the Town in connection there with, shall be payable by the Lessee to the Town as liquidated damages, and not by way of penalty.

19B. Lessee further states that it has inspected the leased premises and its equipment and that same are adequate and in proper condition for the uses contemplated, and that Lessee accepts same as is with all defects, latent and patent, if any.

20A. Lessee agrees that the Town shall have complete and sole supervision of the sale of all tickets at the Town's box offices and agencies in accordance with established rates and policies unless otherwise provided in the following space.

20B. The Lessee will be in control of the pre-sale and gate admissions. Lessee will not allow alcoholic beverages, open or closed soft drinks, food items, containers, coolers, or firearms on the leased premises during or before event. This house rule applies to contestants, ticket holders, volunteers, and working staff. The Town of Davie will have the right to inspect the ticket booth operation and admission procedures.

21. Lessee shall arrange and pay for the printing of all tickets, the form and content of which shall be in accord with accepted procedures for good accounting and conform with arena seating diagrams. The Lessee will have printed on the bottom of tickets that NO alcoholic beverages, open or closed soft drinks, food items, containers, coolers, or firearms are permitted on the leased premises during or before event.

22. Lessee hereby expressly waives any and all claims for compensation for any and all loss or damage sustained by reason of failure or impairment of the water supply system, drainage system, heating and cooling systems and electric systems, leading to the demised premises.

23. In case the said facility or any part thereof shall be destroyed or damaged by fire, water or any other cause, or if any of casualty or unforeseen occurrence shall render the fulfillment of this lease by the Town impossible, including, without limitation thereof, the requisitioning of the leased premises by the United States Government or any arm or instrumentality thereof, then :

thereupon this lease shall terminate and the Lessee shall pay rental for said premises only up to the time of such termination, at rate herein specified, and the said Lessee hereby waives any claim for damages or compensation should this lease be so terminated.

25. Lessee hereby waives all right under the Constitution and Laws of the State of Florida or any other source to claim personal property exempt as against any liability, debt or obligation arising under this contract.

26. In the handling, control, custody and keeping of receipts and funds, whether the same are received through the box office or otherwise, the Town is acting for the accommodation and sole benefit of the Lessee and as to such receipts and funds the Town shall be responsible only for gross neglect or bad faith.

27. Any matters not herein expressly provided for shall be left to the sole discretion of the Town of Davie.

28. That all terms and conditions of this written lease shall be binding upon the parties, their heirs, successors, representatives, assigns, and cannot be varied or waived by any oral representations or promise of any agent of the parties hereto unless the same be in writing and mutually signed by the duly authorized agent or agents who executed this lease.

29. Whenever in this lease it shall be required or permitted that notice be given by either party to this lease to the other, such notice must be in writing and must be given personally or forwarded by certified mail, addressed as follows:

To Lessor: **Town of Davie
6591 Orange Drive
Davie, Florida 33314**

To Lessee: **History of Chivalry
Andy Reeves
4030 SW 61 Street
Davie, FL 33314**

30. The waiver by Town of any breach of any term, covenant, or condition contained herein shall not be deemed a waiver of any subsequent breach of the same or any other term, covenant or condition hereof.

31. Time is of the essence of this Lease and all of its provisions.

32. Should the Town be required to enforce the terms of this agreement, then Lessee hereby agrees to pay to Town all the cost in connection therewith including, but not limited to, reasonable attorneys' fees whether or not the action or actions proceed to judgment.

33. Lessee agrees that for all programs lasting one and one-half (1 1/2) hours or more, an intermission of no less than twenty (20) minutes shall be held, subject to modification by the Town of Davie when necessary to meet unusual conditions.

34. Lessee shall post a surety bond upon the request of the Town to cover repairs. The amount of surety bond will be determined by the Town at the time the Lease Agreement is executed by the Town.

35. Lessee understands and hereby specifically agrees that the Town does not furnish any house staff or technicians nor provide any services, seating setups, equipment or materials unless otherwise provided for in this lease or ordered in writing by Lessee in accordance with the Town's rate sheet for rental equipment and services.

36. Lessee agrees to be responsible for all necessary license fees for the presentation of live music, including but not limited to required licenses and fees from the American Society of Composers, Authors and Publishers.

NO Fire Arms, Black Powder, Fire Eating or Projectiles will be permitted in any competition or exhibition. All combat and non-combat tournaments and or exhibition will be performed by trained combatant professionals wearing proper protective armor and head gear. ALL mock weapons used will be blunted. All contestants will sign a hold harmless agreement exempting the Town of Davie from any responsibility due to injury or any mishap happening that may occur by people participating in any of the events during before or after the event.

IN WITNESS WHEREOF, Town by its Mayor or Town Administrator and Lessee by its undersigned authorized representative or for sole owner in person, have caused this instrument to be executed by affixing their respective signatures on the date first above written.

TOWN OF DAVIE

Witnessed by:

Attested:

Witnessed by:

Date

By: _____
Mayor/Town Administrator

Name(Print)

Address

City, State, Zip Code

Social Security Number

Signature

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TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Gary Shimun, Town Administrator / 797-1030

PREPARED BY: Phillip R. Holste, Program Manager / 797-1041

SUBJECT: Resolution

AFFECTED DISTRICT: 4

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE AN INTERLOCAL AGREEMENT WITH BROWARD COUNTY FOR THE ACQUISITION, IMPROVEMENT, OPERATION AND MANAGEMENT OF THE DAVIE FARM PARK (OS-133); AND AUTHORIZING THE EXECUTION AND FILING OF A DECLARATION OF RESTRICTIVE COVENANTS FOR THE SITE.

REPORT IN BRIEF: This resolution is presented in conjunction with one other resolution related to Davie’s request for partial reimbursement from the Broward County, Safe Parks and Land Preservation Bond Program for the acquisition of the Davie Farm Park site (Open Space Site OS-133).

This resolution authorizes the Mayor and Town Administrator to execute the Interlocal Agreement and Conceptual Park Management Plan between the Town of Davie and Broward County that is attached as “Exhibit I.” An Interlocal Agreement is required by the Safe Parks and Land Preservation Bond Program in order for the Town to receive the \$3.5 million allocated to the project. The proposed Interlocal Agreement and Conceptual Park Management Plan set the terms, conditions, and restrictions for the site’s development, as well as a timeline for certain management and development activities.

The bond program also requires the Town to record a “Declaration of Restrictive Covenants” in the Public Records of Broward County to preserve the site as open space for recreational use in perpetuity. This resolution authorizes the Mayor and Town Administrator to execute the Declaration of Restrictive Covenants that is attached as “Exhibit II.”

PREVIOUS ACTIONS: None

CONCURRENCES: The Interlocal Agreement and Declaration of Restrictive Covenants were reviewed and approved as to form and legality by the Town Attorney.

FISCAL IMPACT: not applicable
Has request been budgeted? n/a

RECOMMENDATION(S): Motion to approve

Attachment(s): Resolution, Exhibit I - Proposed Interlocal Agreement, Exhibit II – Declaration of Restrictive Covenants

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE AN INTERLOCAL AGREEMENT WITH BROWARD COUNTY FOR THE ACQUISITION, IMPROVEMENT, OPERATION AND MANAGEMENT OF THE DAVIE FARM PARK (OS-133); AND AUTHORIZING THE EXECUTION AND FILING OF A DECLARATION OF RESTRICTIVE COVENANTS FOR THE SITE.

WHEREAS, the Town of Davie is participating with Broward County in the acquisition of the Davie Farm Park site, which is on the Broward County Open Space Inventory as OS-133; and

WHEREAS, the Town of Davie purchased this property on November 15, 2006 and seeks partial reimbursement through the Broward County Safe Parks and Land Preservation Bond Program; and

WHEREAS, the Town of Davie desires to enter into the Interlocal Agreement with Broward County attached as “Exhibit I” regarding the site’s acquisition, development, operation and management, and which will be recorded in the public records of Broward County; and

WHEREAS, the Town of Davie desires to restrict use of the Davie Farm Park as open space for recreational use in perpetuity.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

Section 1. The Town Council of the Town of Davie authorizes the Mayor and Town Administrator to execute the Interlocal agreement with Broward County for Site OS-133, also known as Davie Farm Park, which is attached as “Exhibit I.”

Section 2. The Town Council authorizes the Mayor and Town Administrator to execute the Declaration of Restrictive Covenants for Site OS-133, which is attached as “Exhibit II.”

Section 3. The Town Council authorizes the Town Administrator and appropriate departmental staff to execute any documents required to implement and maintain compliance with the Interlocal Agreement.

Section 4. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2007.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2007.

Return recorded document to:
Environmental Protection Department
Land Preservation Section
115 South Andrews Avenue, Room A-240
Ft. Lauderdale, FL 33301

Document prepared by:
Maite Azcoitia, Deputy County Attorney
Suite 423, Governmental Center
115 South Andrews Avenue
Fort Lauderdale, FL 33301

**INTERLOCAL AGREEMENT FOR THE
ACQUISITION, IMPROVEMENT, ENHANCEMENT,
OPERATION AND MANAGEMENT OF
GREEN SPACE SITE OS-133 DAVIE FARM PARK**

This is an Interlocal Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY,"

AND

TOWN OF DAVIE, a Florida municipal corporation, created and existing under the laws of the State of Florida, hereinafter referred to as "TOWN."

WHEREAS, TOWN is: (i) acquiring conservation, green space or open space land with proceeds of the Bonds (hereinafter defined within Section 1.7 of this Agreement), or (ii) receiving reimbursement from proceeds of the Bonds for the prior acquisition of such lands, or (iii) receiving title from COUNTY to such lands previously acquired by COUNTY involving the proceeds of the Bonds; and

WHEREAS, this Agreement is entered into in order to impose terms, conditions, and restrictions on TOWN's use of Bond proceeds on lands acquired by TOWN with Bond proceeds or on lands for which TOWN received reimbursement from Bond proceeds for prior acquisition or on lands acquired by COUNTY which are transferred to TOWN; and

WHEREAS, this Agreement is entered into pursuant to § 163.01, Florida Statutes, also known as the "Florida Interlocal Cooperation Act of 1969"; and

WHEREAS, the Bonds were issued as tax-exempt bonds, meaning that the interest on the Bonds is excluded from the gross income of Bondholders for federal income tax purposes; and

WHEREAS, it is the purpose and intent of the parties to this Interlocal Agreement, to permit COUNTY and TOWN to make the most efficient use of their respective powers, resources and capabilities by enabling them to cooperate on the basis of mutual advantage and thereby accomplish the objectives provided for herein in the manner that will best accord with the existing resources available to each of them and with the needs and developments within their respective jurisdictions; and

WHEREAS, TOWN and COUNTY desire to enter into a cooperative agreement regarding the acquisition, preservation, improvement, enhancement, operation and management of a parcel of property described in Exhibit "A," attached hereto and made a part hereof and hereinafter referred to as the "Site"; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, COUNTY and TOWN agree as follows:

ARTICLE 1
BACKGROUND, PURPOSE, INTENT AND DEFINITIONS

- 1.1 The above recitals are true and correct and incorporated herein as if set forth in full hereunder.
- 1.2 It is the purpose and intent of this Interlocal Agreement for COUNTY and TOWN, pursuant to Section 163.01, Florida Statutes, to cooperate and provide for a means by which each governmental entity may exercise its respective powers, privileges and authorities which they share in common and which each might exercise separately in order to further a common goal.
- 1.3 In the event Bond Counsel opines that an amendment is required to this Agreement so that the tax-exempt status of the Bonds is not jeopardized, TOWN and COUNTY agree to amend the Agreement accordingly.
- 1.4 In order to further the efforts to be undertaken by COUNTY in connection with the acquisition, preservation, improvement, enhancement, operation and management of the Site, the parties hereto acknowledge and agree to cooperate with each other to the fullest extent reasonably necessary to accomplish the mutual desire of the parties that the project be successfully completed.
- 1.5 This Agreement and the covenants and restrictions contained herein shall run with the Site and shall bind, and the benefits shall inure to, respectively COUNTY and TOWN and their respective successors and assigns.
- 1.6 This Agreement will be effective upon execution by both parties.
- 1.7 Definitions - For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are agreed upon by the parties.

"Bonds" shall mean the Broward County, Florida General Obligation Bonds issued in one or more series pursuant to Resolution 2000-1062 and Resolution 2000-1063 adopted by the Board of County Commissioners of Broward County relative to parks and/or conservation lands, green space and open space lands.

"Bond Restrictions" shall mean the terms, conditions, and limitations imposed by any resolution adopted by the Board of County Commissioners of Broward County authorizing the issuance of Bonds and the official statement and the terms, conditions,

and limitations contained in any contracts, covenants or instruments executed in connection with the Bonds.

"Disallowable Activities" shall mean those activities and uses not consistent with the Bond Restrictions or those activities or uses prohibited by those restrictive covenants or conservation easements required by this Agreement or those activities or uses set forth within Article 5 of this Agreement.

ARTICLE 2 MANAGEMENT PLAN

- 2.1 If the Site is Conservation Lands or Green Space, a Conceptual Resource Management Plan which broadly describes the proposed use of the Site and the manner in which the TOWN proposes to preserve and enhance the Site shall be attached as Exhibit "B." If the Site is Open Space land, a Conceptual Open Space Park Management Plan which broadly describes the proposed use of the Site as open space shall be attached as Exhibit "B."

ARTICLE 3 ACQUISITION BY TOWN OR TRANSFER OF TITLE

- 3.1 TOWN shall purchase or has purchased the Site without COUNTY participation in the acquisition. COUNTY shall reimburse the TOWN up to the grant amount of \$3,500,000 (plus appropriate closing costs to include appraisals, survey, environmental site assessment, title search and recording fees) approved by the Land Preservation and Acquisition Advisory Board (LPAAB) and the Broward County Commission upon receipt of the following:

3.1.1 A copy of the recorded deed for the Site; **AND**

3.1.2 FOR OPEN SPACE SITES - An executed Declaration of Restrictive Covenants acceptable to the COUNTY, which shall include such covenants and restrictions sufficient to ensure that the use of the Site at all times complies with the Bond Restrictions. COUNTY shall record the Declaration of Restrictive Covenants.

FOR CONSERVATION OR GREEN SPACE SITES – An executed Conservation Easement acceptable to the COUNTY, which shall include such covenants and restrictions sufficient to ensure that the use of the Site at all times complies with the Bond Restrictions. COUNTY shall record the Conservation Easement.

AND

3.1.3 A performance bond, letter of credit or a resolution of the TOWN acceptable to the COUNTY indicating that the obligations set forth in the Conceptual Resource or Open Space Park Management Plan will be included within the TOWN's 5 Year Capital Improvements Program as set forth within the timeline contained in the Conceptual Resource or Open Space Park Management Plan. The performance bond, letter of credit or resolution shall guarantee the TOWN's performance of the obligations set forth in the Conceptual Resource or Open Space Park

Management Plan which will include, at a minimum, securing the site, removing trash and debris, removing invasive exotic species, replanting native vegetation, providing for public access and establishing a timeline for the completion of these activities.

- 3.2 In addition to the above requirements, each parcel to which TOWN acquires title to the Site shall be subject to such covenants and restrictions as are, at a minimum sufficient to ensure that the use of the Site at all times complies with the applicable trust indenture(s) under which the Bonds are issued and any provision of the Internal Revenue Code or the regulations promulgated thereunder that pertain to tax-exempt bonds.
- 3.3 Any payments will be made payable to TOWN and forwarded to TOWN at:

Town Administrator
Town of Davie
6591 Orange Drive
Davie, Florida 33314

ARTICLE 4 GENERAL CONDITIONS

- 4.1 The amount of the performance bond, letter of credit or capital improvement funding shall be determined based upon the site modification requirements set forth within the Conceptual and Final Resource or Open Space Park Management Plan or Conservation Land Ecological Restoration Plan. In the event that TOWN fails to perform the obligations set forth within the Conceptual and Final Resource or Open Space Park Management Plan, COUNTY shall be entitled to proceed under Article 8, Default and Remedy provisions of this Agreement. TOWN shall ensure that the performance bond or letter of credit remains valid and in full force and effect until TOWN's obligation pursuant to the Conceptual and Final Resource or Open Space Park Management Plan or Conservation Land Ecological Restoration Plan is performed. Termination or expiration of the bond or letter of credit prior to TOWN's performance of such obligation, or notice to COUNTY that the bond or letter of credit will expire or has been canceled or disaffirmed prior to TOWN's satisfaction of its obligations hereunder, shall constitute a default of this Agreement. If a resolution is provided by the TOWN, the removal of the obligations set forth in the Conceptual and Final Resource or Open Space Park Management Plan or Conservation Land Ecological Restoration Plan from the TOWN's 5 Year Capital Improvements Program before the obligations have been completed shall constitute a default of this Agreement. In the event of such a default COUNTY shall be entitled to proceed under the Article 8, Default and Remedies provisions of this Agreement.
- 4.2 Conservation Land and Green Space Sites:
- 4.2.1 TOWN shall prepare a Final Resource Management Plan and submit it to the LPAAB for approval within one (1) year from the date of the title transfer. Upon approval by the LPAAB, the Plan shall be filed with the COUNTY. The Resource Management Plan shall describe management goals and measurable objectives to preserve and enhance the environmental features of the Site and mitigate any potential environmental damage. The Resource Management Plan shall include an implementation schedule detailing TOWN's timetable for the enhancement,

improvement and preservation activities. The Resource Management Plan shall be consistent with COUNTY standards for Conservation Land/Green Space Sites. Under no circumstances shall organized sports be a permissible activity on the Site. Any proposed use for the Site shall be consistent with the terms and conditions contained in the COUNTY's Land Preservation Bond Program, as set forth in Broward County Resolution No. 2000-1230.

4.2.2 A Conservation Land Ecological Restoration Plan will be prepared by the TOWN and submitted for approval to the LPAAB for the ecological restoration of designated Conservation Lands, if present, before any ecological restoration operation or site development is initiated. The Conservation Land Ecological Restoration Plan shall contain an ecological restoration cost projection. After the completion of the ecological restoration operations in accordance with the Conservation Land Ecological Restoration Plan, COUNTY shall reimburse TOWN for the costs sustained by TOWN to a maximum amount not to exceed \$0.00 within ninety (90) days from the reimbursement request. COUNTY shall not make any payments to TOWN in advance of the completion of the ecological restoration.

4.3 Open Space Sites: TOWN shall prepare a Final Open Space Park Management Plan and submit it to the LPAAB for approval within one (1) year from the date of reimbursement by COUNTY or within one (1) year of the closing if the COUNTY contributed the grant amount at the time of acquisition. Upon approval by the LPAAB, the Plan shall be filed with the COUNTY. The Final Open Space Park Management Plan shall at a minimum set forth how the Site will be used by the TOWN, how much land is necessary to be paved for infrastructure and active recreation, a requirement that native trees be used in landscaping, clearing of exotic invasive species and the accessibility of the site to the general public. Additionally, the TOWN shall describe how *NatureScape Broward* principles will be utilized on the site after development occurs. These principles which include actions such as reducing the amount of irrigation, fertilizer and pesticide use will be described in the Final Open Space Park Management Plan. The TOWN shall apply for certification under the *Florida Yards & Neighborhoods* or *Backyard Wildlife Habitat* programs once site development has occurred. The Final Open Space Park Management Plan shall describe management goals and measurable objectives. The Final Open Space Park Management Plan shall include an implementation schedule detailing TOWN's timetable for the enhancement and improvement activities. The Final Open Space Park Management Plan shall be consistent with COUNTY standards for Open Space Sites. Any proposed use for the Site shall be consistent with the terms and conditions contained in the COUNTY's Land Preservation Bond Program, as set forth in Broward County Resolution No. 2000-1230.

4.4 Any amendment to the Final Resource Management Plan or Conservation Land Ecological Restoration Plan or Final Open Space Park Management Plan shall not be effective until such time as it is mutually agreed upon by the TOWN and the Land Preservation and Acquisition Advisory Board and filed with the COUNTY.

4.5 Conservation Land and Green Space Sites: TOWN shall manage or cause the Site to be managed in accordance with the approved Final Resource Management Plan and Conservation Land Ecological Restoration Plan for the conservation, protection and enhancement of natural resources and for passive, natural resource-based public outdoor recreation which is compatible with the conservation, protection and

enhancement of the Site, along with other related uses necessary for the accomplishment of this purpose. TOWN covenants that TOWN will not commit waste to or on the Site, and TOWN shall use due care and diligence to prevent others from doing same. TOWN covenants to keep and maintain the Site in good order and condition and, furthermore, covenants that TOWN shall not commit a nuisance on the Site or knowingly permit others to do so; nor shall TOWN itself use the Site for any unlawful purpose, or allow any other person to do so.

- 4.6 Open Space Sites: TOWN shall manage or cause the Site to be managed in accordance with Resolution 2000-1230 adopted by the Board of County Commissioners and the approved Final Open Space Park Management Plan. TOWN covenants that TOWN will not commit waste to or on the Site, and TOWN shall use due care and diligence to prevent others from doing same. TOWN covenants to keep and maintain the Site in good order and condition and, furthermore, covenants that TOWN shall not commit a nuisance as set forth in Chapter 823, F.S., on the Site or knowingly permit others to do so; nor shall TOWN itself use the Site for any unlawful purpose, or allow any other person to do so.
- 4.7 TOWN shall not make enhancements at the Site in conflict with the Final Resource or Open Space Park Management Plan as described above. TOWN shall notify COUNTY's Contract Administrator of intended enhancements at the Site, reasonably before implementation of same. TOWN shall have all access required for its enhancement responsibilities. COUNTY acknowledges that COUNTY's Contract Administrator may need to assist in resolving any conflicts which may exist between COUNTY departments in order for TOWN to properly proceed with enhancements.
- 4.8 COUNTY agrees that it will join, cooperate and shall execute such reasonable documents as may be required by law in connection with grants of easements or restrictive covenants. The approval of any development or environmental permits by the COUNTY shall be in accordance with applicable laws and ordinances.
- 4.9 COUNTY staff or its duly authorized representatives shall have the right at any time to inspect the Site and the operations of TOWN at the Site.
- 4.10 If TOWN obtains a grant from an agency of the State of Florida for any portion of the moneys required for the acquisition of the Site or reimbursement of moneys used to acquire the Site, TOWN will use its best efforts to ensure that any reverter language required by the State includes a commitment by the State (in the event fee simple title to the Site reverts to the State) that the use of the Site will at all times comply with the applicable trust indenture(s) under which the Bonds are issued and any provision of the Internal Revenue Code or the regulations promulgated thereunder that pertain to tax-exempt bonds.
- 4.11 Any transfer of title of the Site, excluding transfer of title to the State as set forth above, shall be subject to the approval of COUNTY and COUNTY shall enter into a new agreement with the transferee, containing such covenants or clauses, or other restrictions as are sufficient to protect the interests of the Bond holders.
- 4.12 If the Land Preservation and Acquisition Advisory Board is no longer in existence, the Final Resource Management Plan and/or the Conservation Land Ecological Restoration

Plan or Final Open Space Park Management Plan and any amendments to the Plan shall be submitted to the Board of County Commissioners for approval.

- 4.13 TOWN agrees to initiate a land use plan map amendment to the Broward County Land Use Plan and the local Land Use Plan amending the land use designation of the Site to Recreation and Open Space use or comparable local land use designation for Open Space Sites or to Conservation for Conservation or Green Space Sites. TOWN agrees that any trips associated with the approved use on this property will not be transferred or utilized in any manner within any other property within TOWN.
- 4.14 TOWN shall ensure that all activities on the Site comply with applicable local, state, regional and federal laws and regulations, including zoning ordinances and the TOWN and COUNTY comprehensive plans.

ARTICLE 5
OBLIGATIONS INCURRED BY TOWN
AS A RESULT OF BOND PROCEEDS BEING UTILIZED
TO PURCHASE SITE

- 5.1 If the Site is to remain subject after its acquisition to any of the below listed activities or interests, TOWN shall provide at least sixty (60) days written notice of any such activity or interest to COUNTY prior to the activity taking place, and shall provide to COUNTY such information with respect thereto as COUNTY reasonably requests in order to evaluate the legal and tax consequences of such activity or interest:
- 5.1.1 Any lease of any interest in the Site to a non-governmental person or organization.
- 5.1.2 The operation of any concession on the Site to a non-governmental person or organization.
- 5.1.3 Any sales contract or option to buy things attached to the Site to be severed from the Site with a non-governmental person or organization.
- 5.1.4 Any use of the Site by non-governmental persons other than in such person's capacity as a member of the general public.
- 5.1.5 A management contract of the Site with a non-governmental person or organization.
- 5.1.6 Such other activity or interest as may be specified from time to time in writing by COUNTY to TOWN.
- 5.2 TOWN agrees and acknowledges that the following transactions, events, and circumstances may not be permitted on the Site as they may have negative legal and tax consequences under Florida Law and federal income tax law. TOWN shall provide at least sixty (60) days written notice of any such activity or interest to COUNTY prior to the activity taking place, and shall provide to COUNTY such information with respect thereto as COUNTY reasonably requests in order to evaluate the legal and tax consequences of such activity or interest.

5.2.1 A sale of the Site or lease of the Site to a non-governmental person or organization.

5.2.2 The operation of a concession on the Site by a non-governmental person or organization.

5.2.3 A sale of things attached to the Site to be severed from the Site to a non-governmental person or organization.

5.2.4 Any change in the character or use of the Site from that use expected at the date of the issuance of any series of Bonds from the disbursement is to be made.

5.2.5 Any use of the Site by non-governmental persons other than in such person's capacity as a member of the general public.

5.2.6 A management contract of the Site with a non-governmental person or organization.

5.2.7 Such other activity or interest as may be specified from time to time in writing by COUNTY to TOWN.

5.3 Delegations and contractual arrangements between TOWN and other governmental bodies, not-for-profit entities, or non-governmental persons for use or management of the Site will in no way relieve TOWN of the responsibility to ensure that the conditions imposed herein on the Site as a result of utilizing Bond proceeds to acquire the Site are fully complied with by the contracting party.

ARTICLE 6
IMPROVEMENT, OPERATION
AND MANAGEMENT RESPONSIBILITIES

6.1 COUNTY and TOWN agree that TOWN shall be solely responsible for the improvement, operation and management of the Site in accordance with the terms of this Interlocal Agreement and the Final Resource or Open Space Park Management Plan.

6.2 TOWN agrees that the Site and all its facilities and amenities will be available to all residents of Broward County for activities set forth within this Agreement and that any entrance, user or other fees or conditions assessed by TOWN will be identical for all residents of Broward County.

6.3 COUNTY agrees to provide TOWN with technical assistance in the implementation of the Final Resource or Open Space Park Management Plan for the utilization of the Site, if requested by TOWN at no cost to TOWN.

6.4 TOWN agrees to provide access to COUNTY personnel to provide, if COUNTY so desires, the public with nature interpretation programs.

- 6.5 TOWN shall be solely responsible to obtain and shall promptly pay all charges for telephone, gas, water, electricity, sewage, garbage removal and any other utility used or consumed at the Site.
- 6.6 COUNTY shall monitor the Site for compliance with the provisions of the Final Resource or Open Space Park Management Plan for a period of five (5) years from the date of the mutual acceptance and approval of the Final Resource or Open Space Park Management Plan.
- 6.7 TOWN shall submit an annual report to the COUNTY indicating all operations, enhancements, and site development which occurred during the previous year for a period of five (5) years.
- 6.8 TOWN shall, through its agents and employees, prevent the unauthorized use of the Site or any use thereof not in conformity with the Conceptual and Final Resource or Open Space Park Management Plan.
- 6.9 If the TOWN and COUNTY are co-recipients of a grant for this project, the TOWN and COUNTY shall be jointly responsible, as set forth below, for compliance with all requirements of the grant contract and grant declaration of restrictive covenants.
- 6.9.1 The COUNTY shall act as key contact for the grant and will provide the TOWN with all relevant and fully executed and approved documents specifically associated with the grant, including applications, grant contracts, declarations of restrictive covenants, approved management plans and annual reports.
- 6.9.2 The COUNTY shall prepare a grant management plan, with input from the TOWN, which meets the requirements of the granting agency. A management plan prepared by the TOWN according to the requirements of Sections 4.2 or 4.3 herein can serve as the basis for the grant management plan, but the grant management plan requirements of this section in no way negate the requirements of Sections 4.2 or 4.3.
- 6.9.3 The TOWN, as the site manager, shall prepare and submit annual grant status reports to the COUNTY, according to the COUNTY's reporting requirements. The COUNTY shall prepare and submit annual grant status reports to the granting agency, according to the granting agency's reporting requirements. If the annual reporting requirements stipulated in this section meet the reporting requirements in Section 6.7 above, a single annual report can be submitted by the TOWN to the COUNTY to serve both purposes.
- 6.9.4 The TOWN, as site manager, will be responsible for site management plan implementation and appropriate site management and monitoring.

ARTICLE 7
CONSTRUCTION OF ENHANCEMENTS

- 7.1 TOWN agrees to include the following language in any contract it enters into with selected contractor(s) [said contractor(s) referred to as "CONTRACTOR"] engaged to complete any improvements contemplated by this Interlocal Agreement:

GENERAL INDEMNIFICATION: CONTRACTOR shall indemnify and hold harmless COUNTY and TOWN, its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Agreement. Except as specifically provided herein, this Agreement does not require CONTRACTOR to indemnify COUNTY or TOWN, its employees, officers, directors, or agents from any liability, damage, loss, claim, action, or proceeding. These indemnifications shall survive the term of this Agreement. In the event that any action or proceeding is brought against COUNTY or TOWN by reason of any such claim or demand, CONTRACTOR shall, upon written notice from COUNTY, resist and defend such action or proceeding by counsel satisfactory to COUNTY.

The indemnification provided above shall obligate CONTRACTOR to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at COUNTY's and TOWN's option, any and all claims of liability and all suits and actions of every name and description covered by the above provisions which may be brought against COUNTY or TOWN whether performed by CONTRACTOR, or persons employed or utilized by CONTRACTOR.

Nothing contained herein is intended nor shall it be construed to waive TOWN's and COUNTY's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

- 7.2 TOWN agrees to include in its agreement with any successful contractor(s) the requirement that the contractor(s) maintain at least the following insurance requirements throughout the term of the Agreement and further agrees to provide to COUNTY, prior to commencement of any improvements at the Site, Certificates of Insurance evidencing the CONTRACTOR's compliance with the requirements of this section:

INSURANCE REQUIREMENTS:

- A. Without limiting any of the other obligations or liabilities of CONTRACTOR, CONTRACTOR shall provide, pay for and maintain in force until all of its work to be performed under this Interlocal Agreement has been completed and accepted by TOWN (for such duration as is otherwise specified hereinafter), the insurance coverages set forth herein:
1. Workers' Compensation Insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(ies) must include:

- a. Employers' Liability with a limit of One Hundred Thousand Dollars (\$100,000.00) each accident.
 - b. If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen and Harbor Workers Act and Jones Act.
 2. Comprehensive General or Commercial Liability with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General or Commercial Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:
 - a. Premises and/or Operations.
 - b. Independent Contractors.
 - c. Products and/or Completed Operations.
 - d. Explosion, Collapse and Underground Coverages.
 - e. Broad Form Property Damage.
 - f. Broad Form Contractual Coverage applicable to this specific Interlocal Agreement, including any hold harmless and/or indemnification agreement.
 - g. Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.
 - h. COUNTY is to be expressly included as an "Additional Insured" in the name of the "Board of County Commissioners of Broward County, Florida" with respect to liability arising out of operations performed for TOWN by or on behalf of CONTRACTOR or acts or omissions of COUNTY or TOWN.
 3. Business Automobile Liability with minimum limits of Three Hundred Thousand Dollars (\$300,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:
 - a. Owned Vehicles.
 - b. Hired and Non-Owned Vehicles.
- B. If the initial insurance expires prior to the completion of the work, renewal copies of policies shall be furnished thirty (30) days prior to the date of their expiration.

- C. Notice of Cancellation and/or Restriction - The Certification of Insurance will reflect thirty (30) days prior notice of cancellation and/or restriction to the COUNTY and TOWN.
- D. The CONTRACTOR shall furnish to the TOWN's Risk Management Department Certificates of Insurance or endorsements evidencing the insurance coverage specified above within fifteen (15) calendar days after notification of award. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Interlocal Agreement and state that such insurance is as required by this Interlocal Agreement.
- E. CONTRACTOR shall not commence work under the Interlocal Agreement until after it has obtained all the minimum insurance herein described and the policies of such insurance detailing the provisions of coverage have been received and approved by TOWN. CONTRACTOR shall not permit any subcontractor to begin work until after similar minimum insurance to cover the subcontractor has been obtained and approved.

7.3 TOWN agrees that prior to commencement of any construction at the Site, TOWN through its contractor(s), shall deliver or cause to be delivered to COUNTY one or more Payment and Performance Bond(s) ("Bond") for the Project naming COUNTY and TOWN as dual obligees in said Bond; which Bond shall be in an amount at least equal to one hundred percent (100%) of the contract price.

7.4 TOWN shall ensure that all warranties and guarantees for any construction, workmanship and/or materials and equipment constructed, installed and/or affixed on the Site, shall run to both TOWN and COUNTY.

ARTICLE 8 DEFAULT AND REMEDIES

8.1 COUNTY shall have the right at any time to inspect the Site described herein in order to determine compliance with this Interlocal Agreement. In the event that TOWN is engaging in or allowing others to engage in Disallowable Activities on the Site, TOWN agrees to immediately cease or cause the cessation of the Disallowable Activity upon receipt of written notice from the COUNTY. In the event that either party fails to keep and perform any essential term or condition of this Interlocal Agreement, the other party shall provide written notice requiring the satisfactory and immediate correction of that failure within ninety (90) days. If the failure is not remedied within said ninety (90) days to the satisfaction of the other party, this occurrence shall be deemed to be an event of default.

8.2 Both parties acknowledge and agree that, in the event that the TOWN fails to materially comply with the covenants and restrictions as are sufficient to ensure that the use of the Site at all times complies with the Bond Restrictions set forth within the Declaration of Restrictive Covenants and/or Conservation Easement, such failure shall be deemed a default and if TOWN fails to remedy the default within the time frame set forth above, TOWN shall transfer fee simple title of the Site to the COUNTY within sixty (60) days of the date of the COUNTY requests transfer of the Site. If TOWN obtained a grant from an agency of the State of Florida for any portion of the moneys required for the acquisition of

the Site or reimbursement of moneys used to acquire the Site and the State of Florida has also declared TOWN to be in default, the provisions of the agreement entered into between TOWN and the State of Florida shall prevail. If the CITY fails to remedy the default within the time frame set forth within the agreement with the State of Florida and the State of Florida requires the transfer of fee simple title to the State of Florida, CITY shall refund COUNTY's monetary contribution plus six percent (6%) interest per annum to the COUNTY within sixty days of the date the Site is transferred to the State of Florida.

- 8.3 If TOWN provided a bond or letter of credit, both parties acknowledge and agree that, in the event that the TOWN fails to materially comply with the obligations set forth within the Conceptual or Final Resource or Open Space Park Management Plan or the Conservation Land Ecological Restoration Plan, such failure shall be deemed a default and if TOWN fails to remedy the default within the time frame set forth above, COUNTY shall draw on the bond or the letter of credit. If the COUNTY draws against the bond or letter of credit, TOWN agrees that COUNTY shall have the authority to perform such obligations utilizing the funds obtained from the bond or letter of credit.
- 8.4 If TOWN provided a resolution indicating that the obligations set forth in the Conceptual Resource or Open Space Park Management Plan will be included within the TOWN's 5 Year Capital Improvements Program, both parties acknowledge and agree that, in the event that the TOWN fails to materially comply with the obligations set forth within the Conceptual or Final Resource or Open Space Park Management Plan or the Conservation Land Ecological Restoration Plan, such failure shall be deemed a default and if TOWN fails to remedy the default within the time frame set forth above, TOWN shall transfer fee simple title of the Site to the COUNTY within sixty (60) days of the date of the COUNTY requests transfer of the Site.
- 8.5 In the event of any default or breach of any of the terms of this Interlocal Agreement, it is specifically acknowledged and agreed that either party shall, in addition to all other remedies which may be available in law or equity, have the right to enforce this Interlocal Agreement by specific performance, injunctive relief, prohibition or mandamus to compel the other party to abide by the terms of this Interlocal Agreement.

ARTICLE 9 INDEMNIFICATION

- 9.1 TOWN is a state agency as defined in Chapter 768.28, Florida Statutes, and COUNTY is a political subdivision of the State of Florida. Each agrees to be fully responsible for acts and omissions of their elected officials, agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.

ARTICLE 10 MISCELLANEOUS

- 10.1 Joint Preparation: The preparation of this Interlocal 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.

- 10.2 Entire Agreement and Modification: This Interlocal Agreement incorporates, supersedes and includes all prior negotiations, correspondence, conversations, agreements or understanding applicable to the matter contained herein. It is further agreed that no change, 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.
- 10.3 Records: In accordance with the Public Records Law, TOWN agrees to permit COUNTY to examine all records and grants COUNTY the right to audit any books, documents and papers that were generated during the course of administration of the Site. TOWN shall maintain the records, books, documents and papers associated with this Interlocal Agreement for at least three (3) years following execution of this Interlocal Agreement.
- 10.4 Contract Administrator: The Contract Administrators for this Interlocal Agreement are the Biological Resources Division Director or designee for COUNTY, and TOWN Manager or designee for TOWN. In the administration of this Interlocal Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the respective Contract Administrators.
- 10.5 Recordation/Filing: This Agreement shall be recorded in the public records of Broward County, in accordance with the Florida Interlocal Cooperation Act of 1969.
- 10.6 Notices: Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, return receipt requested, 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:

FOR COUNTY:

Director
Broward County Biological Resources Division
115 South Andrews Avenue, Room A-240
Fort Lauderdale, Florida 33301

FOR TOWN:

Town Administrator
Town of Davie
6591 Orange Drive
Davie, Florida 33314

- 10.7 Choice of Law; Waiver of Jury Trial: Any controversies or legal problems arising out of this transaction and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue situs, and shall be governed by the laws of the State of Florida. To encourage prompt and equitable resolution of any litigation that may arise hereunder, each party hereby waives any rights it may have to a trial by jury of any such litigation.

- 10.8 Conflict: In the event that this Interlocal Agreement conflicts with any other agreement or document pertaining to permissible uses of the Site, TOWN and COUNTY agree that the terms and conditions contained in this Interlocal Agreement shall prevail.
- 10.9 Counterpart Originals: The parties agree that this Agreement may be executed in counterparts, and that collectively the counterparts shall be considered an original agreement and shall be deemed legally sufficient and binding upon the parties.

IN WITNESS WHEREOF, the parties have made and executed this 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 ____ day of _____, 20____, and _____, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

County Administrator and
Ex-Officio Clerk of
the Board of County
Commissioners of Broward
County, Florida

By _____
Mayor

____ day of _____, 20____.

Approved as to Insurance
Requirements

Approved as to form by
Office of County Attorney
Broward County, Florida
JEFFREY J. NEWTON, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By _____
____ day of _____, 20____

By _____
Deputy County Attorney

INTERLOCAL AGREEMENT FOR ACQUISITION, IMPROVEMENT, ENHANCEMENT,
OPERATION AND MANAGEMENT BY TOWN OF GREEN SPACE SITE OS-133 DAVIE FARM
PARK

TOWN

WITNESSES:

TOWN OF DAVIE

By _____
Mayor-Commissioner

_____ day of _____, 20____.

ATTEST:

By _____
Town Administrator

Town Clerk

_____ day of _____, 20____.

APPROVED AS TO FORM:

By _____
Town Attorney

EXHIBIT A LEGAL DESCRIPTION OF SITE

Legal Description Page 1 of 4

PARCEL 1

Tract 38, of FLORIDA FRUIT LANDS COMPANY SUBDIVISION NO. 1, in Section 21, Township 50 South, Range 40 East, according to the Plat thereof, as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida, lying and situated in Broward County, Florida, LESS AND EXCEPT the following:

(A)

A portion of Tract 38 in the Southwest 1/4 of Section 21, Township 50 South, Range 40 East, according to the Plat of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, as recorded in Plat Book 2, at Page 17 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 21, Township 50 South, Range 40 East; thence run South 89°54'18" West along the South line of the Southeast 1/4 of said Section 21 for 2640.26 feet to the Southwest corner of said Southeast 1/4, the same being the Southeast corner of the Southwest 1/4 of said Section 21; thence run North 0°09'57" West along the East line of the Southwest 1/4 of said Section 21 for 661.06 feet to an intersection with the South line of Tract 38; thence run South 89°55'16" West along the South line of Tract 38 for 1288.19 feet to the Point of Beginning; thence continue South 89°55'16" West along said South line for 32.49 feet; thence North 00°12'47" West along the West line of Tract 38 for 140.00 feet; thence North 89°55'16" East for 32.82 feet; thence South 00°04'44" East for 140.00 feet to the Point of Beginning.

Together with all rights of ingress, egress, light, air and view between the grantor remaining property and any facility constructed on the above described property.

(B)

A portion of Tract 38 in the Southwest 1/4 of Section 21, Township 50 South, Range 40 East, according to the Plat of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, as recorded in Plat Book 2, at Page 17, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 21, Township 50 South, Range 40 East; thence run South 89°54'18" West along the South line of the Southeast 1/4 of said Section 21 for 2640.26 feet to the Southwest corner of said Southeast 1/4, the same being the Southeast corner of the Southwest 1/4 of said Section 21; thence run North 0°09'57" West along the East line of the Southwest 1/4 of said Section 21 for 661.06 feet to an intersection with the South line of Tract 38; thence run South 89°55'16" West along the South line of Tract 38 for 261.81 feet to the Point of Beginning of the herein described parcel of land; thence continue South 89°55'16" West along the South line of Tract 38 for 1026.38 feet; thence run North 0°04'44" East for 140.00 feet; thence run North 89°55'16" East for 1026.38 feet; thence run South 0°04'44" East for 140.00 feet to the Point of Beginning.

Tract 37 of FLORIDA FRUIT LANDS COMPANY SUBDIVISION NO. 1, in Section 21, Township 50 South,

Legal Description
Page 2 of 4

Range 40 East, according to the Plat thereof, as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida, lying and situated in Broward County, Florida.

AND

The South 1/2 of Tract 36 of FLORIDA FRUIT LANDS COMPANY SUBDIVISION NO. 1, in Section 21, Township 50 South, Range 40 East, according to the Plat thereof, as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida, lying and situated in Broward County, Florida.

AND

Tracts 43, 44 and the South 1/2 of Tract 45 of FLORIDA FRUIT LANDS COMPANY SUBDIVISION NO. 1, in Section 21, Township 50 South, Range 40 East, according to the Plat thereof, as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida, lying and situated in Broward County, Florida; LESS AND EXCEPT the lands described in Warranty Deed filed in Official Records Book 30938, Page 90, of the Public Records of Broward County, Florida and LESS AND EXCEPT the following:

A portion of Tracts 25 and 26 in the Northwest 1/4 and Tracts 43, 44, 45, 46, 47 and 48 in the Southwest 1/4 of Section 21, Township 50 South, Range 40 East, according to the Plat of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, as recorded in Plat Book 2, at Page 17, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Section 21, Township 50 South, Range 40 East; thence run South 0°15'37" East along the West line of the Northwest 1/4 of said Section 21 for 1985.40 feet to a point of intersection with the North line of said Tract 26, said point being the Point of Beginning of the herein described parcel of land; thence run North 89°59'07" East along the last described North line for 474.89 feet; thence run South 1°16'48" East for 478.38 feet; thence run South 13°58'08" East for 888.45 feet to the beginning of a circular curve concave to the Northeast and having a radius of 11,224.16 feet; thence run Southeasterly 1219.79 feet along said curve through a central angle of 6°13'36" to an intersection with a line that is 140.00 feet Northerly of and parallel to the South line of said Tract 43; thence run North 89°55'16" East along the last described parallel line for 274.00 feet; thence run South 0°12'47" East for 140.00 feet to an intersection with the South line of Tract 38; thence run South 89°55'16" West along the South line of Tract 43 for 986.23 feet; thence run North 0°04'44" West for 140.00 feet to an intersection with a line that is 140.00 feet Northerly of and parallel to the South line of Tract 43; thence run North 89°55'16" East along the last described parallel line for 200.00 feet to a point on a circular curve concave to the Northeast and having a radius of 11,706.16 feet; thence from a tangent bearing of North 19°20'01" West, run Northwesterly for 1096.11 feet along said curve through a central angle of 5°21'54" to the end of said curve; thence run North 13°58'08" West for 113.45 feet; thence run North 15°24'09" West for 761.02 feet to an intersection with the West line of the Northwest 1/4 of said Section 21; thence run North 0°15'37" West along the last described West line for 612.89 feet to the Point of Beginning.

Together with all rights of ingress, egress, light, air and view between the grantors' remaining property and any facility constructed on the above described property.

ALSO FEE SIMPLE RIGHT OF WAY

A portion of Tract 43 in the Southwest 1/4 of Section 21, Township 50 South, Range 40 East, according to the Plat of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, as recorded in Plat Book 2, at Page 17 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 21, Township 50 South, Range 40 East; thence run

Legal Description
Page 3 of 4

South 89°54'18" West along the South line of the Southeast 1/4 of said Section 21 for 2640.26 feet to the Southwest corner of said Southeast 1/4; thence continue South 89°54'18" West along the South line of the Southwest 1/4 of said Section 21 for 2640.26 feet to the Southwest corner of said Section 21; thence run North 0°15'37" West along the West line of the Southwest 1/4 of said Section 21 for 661.80 feet to a point of intersection with the South line of Tract 43, said point being the Point of Beginning of the herein described parcel of land; thence continue North 0°15'37" West along the West line of the Southwest 1/4 of said Section 21 for 140.00 feet to an intersection with a line that is 140.00 feet Northerly of and parallel to the South line of said Tract 43; thence run North 89°55'16" East along the last described parallel line for 334.88 feet; thence run South 0°04'44" East for 140.00 feet to an intersection with the South line of said Tract 43; thence run South 89°55'16" West along the last described South line for 334.44 feet to the Point of Beginning.

PARCEL 2

The North 1/2 of Tract 36 of FLORIDA FRUIT LANDS COMPANY SUBDIVISION NO. 1, in Section 21, Township 50 South, Range 40 East, according to the Plat thereof, as recorded in Plat Book 2, at Page 17, of the Public Records of Miami-Dade County, Florida, lying and situated in Broward County, Florida.

AND

Tract 34 of FLORIDA FRUIT LANDS COMPANY SUBDIVISION NO. 1, in Section 21, Township 50 South, Range 40 East, according to the Plat thereof, as recorded in Plat Book 2, at Page 17, of the Public Records of Miami-Dade County, Florida, lying and situated in Broward County, Florida.

AND

Tracts 46, 47, and the North 1/2 of Tract 45 of FLORIDA FRUIT LANDS COMPANY SUBDIVISION NO. 1, in Section 21, Township 50 South, Range 40 East, according to the Plat thereof, as recorded in Plat Book 2, at Page 17, of the Public Records of Miami-Dade County, Florida, lying and situated in Broward County, Florida, LESS AND EXCEPT the lands described in Warranty Deed filed in Official Records Book 30938, Page 93, of the Public Records of Broward County, Florida, and LESS AND EXCEPT the following:

A portion of Tracts 25 and 26 in the Northwest 1/4 and Tracts 43, 44, 45, 46, 47 and 48 in the Southwest 1/4 of Section 21, Township 50 South, Range 40 East, according to the Plat of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, as recorded in Plat Book 2, at Page 17, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Section 21, Township 50 South, Range 40 East; thence run South 0°15'37" East along the West line of the Northwest 1/4 of said Section 21 for 1985.40 feet to a point of intersection with the North line of said Tract 26, said point being the Point of Beginning of the herein described parcel of land; thence run North 89°59'07" East along the last described North line for 474.89 feet; thence run South 1°16'48" East for 478.38 feet; thence run South 13°58'08" East for 888.45 feet to the beginning of a circular curve concave to the Northeast and having a radius of 11,224.16 feet; thence run Southeasterly 1219.79 feet along said curve through a central angle of 6°13'36" to an intersection with a line that is 140.00 feet Northerly of and parallel to the South line of said Tract 43; thence run North 89°55'16" East along the last described parallel line for 274.00 feet; thence run South 0°12'47" East for 140.00 feet to an intersection with the South line of Tract 38; thence run South 89°55'16" West along the South line of Tract 43 for 986.23 feet; thence run North 0°04'44" West for 140.00 feet to an intersection with a line that is 140.00 feet Northerly of and parallel to the South line of Tract 43; thence run North 89°55'16" East along the last described parallel line for 200.00 feet to a point on a circular curve concave to the Northeast and having a radius of 11,706.16 feet; thence from a tangent bearing of North 19°20'01" West, run Northwesterly for 1096.11 feet along said curve through a central angle of 5°21'54" to the end of said curve; thence run North 13°58'08" West for 113.45 feet;

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thence run North 15°24'09" West for 761.02 feet to an intersection with the West line of the Northwest 1/4 of said Section 21; thence run North 0°15'37" West along the last described West line for 612.89 feet to the Point of Beginning.

Together with all rights of ingress, egress, light, air and view between the grantors' remaining property and any facility constructed on the above described property.

ALSO FEE SIMPLE RIGHT OF WAY

A portion of Tract 43 in the Southwest 1/4 of Section 21, Township 50 South, Range 40 East, according to the Plat of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, as recorded in Plat Book 2, at Page 17 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 21, Township 50 South, Range 40 East; thence run South 89°54'18" West along the South line of the Southeast 1/4 of said Section 21 for 2640.26 feet to the Southwest corner of said Southeast 1/4; thence continue South 89°54'18" West along the South line of the Southwest 1/4 of said Section 21 for 2640.26 feet to the Southwest corner of said Section 21; thence run North 0°15'37" West along the West line of the Southwest 1/4 of said Section 21 for 661.80 feet to a point of intersection with the South line of Tract 43, said point being the Point of Beginning of the herein described parcel of land; thence continue North 0°15'37" West along the West line of the Southwest 1/4 of said Section 21 for 140.00 feet to an intersection with a line that is 140.00 feet Northerly of and parallel to the South line of said Tract 43; thence run North 89°55'16" East along the last described parallel line for 334.88 feet; thence run South 0°04'44" East for 140.00 feet to an intersection with the South line of said Tract 43; thence run South 89°55'16" West along the last described South line for 334.44 feet to the Point of Beginning.

EXHIBIT B
CONCEPTUAL RESOURCE MANAGEMENT PLAN

EXHIBIT "B"

CONCEPTUAL PARK MANAGEMENT PLAN

Between

BROWARD COUNTY

and

TOWN OF DAVIE

for

IMPROVEMENT, ENHANCEMENT, OPERATION, AND MANAGEMENT

BY THE TOWN OF DAVIE

OF THE OPEN SPACE SITE REFERRED TO AS

(OS-133) DAVIE FARM PARK

AS DESIGNATED IN THE BROWARD COUNTY

LAND PRESERVATION INVENTORY

Updated: March 26, 2007

Page 1 of 5

I INTRODUCTION

Davie Farm Park (Site OS-133) is a 53.89-acre property located at the northwest corner of Shotgun Road (SW 154 Avenue) and SW 36 Street in the Town of Davie. Located in a residential neighborhood, the project site is one of the last large pieces of undeveloped property in the area. The site has been used as pasture for livestock grazing for approximately 35 years. There is little native vegetation on the site. It is believed that two small areas contain degraded wetland.

Davie's Vista View equestrian trail runs adjacent to the southern boundary of the site along SW 36 Street. This trail links with other trails located on Weston and Shotgun Roads. Furthermore, Davie's paved Vista View recreational trail, located on Shotgun Road, borders the eastern boundary of the site.

This management plan shall ensure that the goals and objectives of Broward County Resolution 2000-1230 are satisfied and provide a timeline for completion of required improvements. Section 4.03.a of the Resolution states that property listed in the Open Space Inventory shall include "undeveloped or agricultural land which can function, if appropriately developed and managed, to optimize water recharge quality and quantity, air quality and environmental benefits of the site while providing public use."

II PURPOSE OF THE PROJECT

The primary goal of the Land Preservation Program is to ensure the preservation and/or creation of ecologically valuable lands while expanding the passive recreation opportunities for the residents of Broward County. This project shall incorporate these values in the planning, implementation, maintenance and operation of the site.

The project consists of exotic plant removal and native plant landscaping, park development, and enhancement of jurisdictional wetlands and upland plant communities.

The site will be maintained as a sustainable urban mini-farm and grazing pasture and will contain both row crop farming and grazing land for farm animals. The project will provide unique educational opportunities including visits to a working farm with hands-on interaction and learning about crop production from seedling to the market. This project will teach children about agriculture and South Florida's farming past and present.

The Town will work to establish partnerships with non-profit organizations, such as the Farm Bureau and 4H, to provide educational opportunities utilizing the barn/educational center, and the farming and grazing areas as classrooms.

III SITE DEVELOPMENT

The Town shall provide the following improvements:

- Native landscaping

- Barn/educational center
- Chicken coop
- Pavilion area/outdoor classroom
- Parking
- Trail connection with Davie's Vista View trails
- Farming-themed playground
- Enhancement and maintenance of wetlands (if jurisdictional wetlands exist on the site)

In order to adhere to the directives stated in Section 4.03.a of Resolution 2000-1230 and ensure passive recreation opportunities, Broward County has developed a standard for active recreation and impervious surfaces for lands acquired through this Program. The standard is as follows:

Impervious surfaces and surfaces requiring intense fertilization and pest control, such as ballfields, shall not exceed 30% of the project area, excluding park access infrastructures such as parking areas, entranceways and restroom facilities.

Upon completion of this project, the area comprised of impervious surfaces and/or dedicated to active recreation shall not exceed thirty percent (30%) of the total project area, excluding park access infrastructures such as parking areas, entranceways and restroom facilities.

IV KEY MANAGEMENT ACTIVITIES

Exotic Vegetation

The Town, as manager of the site, shall be responsible for the removal of all invasive exotic vegetation and the prevention of future growth and spread of such vegetation. Once the site has been developed, the Town shall ensure that invasive exotic vegetation does not reestablish within the park.

Native Vegetation

Existing native vegetation shall be preserved and incorporated into the park landscape design. The Town shall landscape at least 30 percent (%) of the site with native species and maintain such species in a manner which ensures their viability. Xeriscape design shall be used where appropriate. The location of this landscaping shall be determined by the Town and depicted in the final Park Management Plan, which shall contain a list of the native species anticipated to be used in landscaping and a map of the landscaped portions of the site.

NatureScape Broward Principles

The *NatureScape Broward* program focuses on nine (9) principles for "Florida Friendly" landscapes. Town shall incorporate all applicable principles into park development and

note such actions in the Final Park Management Plan.

Town shall apply for either a *Backyard Wildlife Habitat* certification through the National Wildlife Federation or the *Florida Yards & Neighborhoods* certification through the University of Florida IFAS Extension within three (3) months of opening the site to the public.

For more information regarding the implementation of NatureScape practices to your project please contact 954-519-0317.

Illegal Dumping

Prior to site development, the Town shall ensure that illegal dumping of waste does not occur on the site and if such activity does occur, it is the Town's responsibility to remove and properly dispose of such items. If hazardous materials are discovered on the site, the Town shall immediately notify the Broward County Environmental Protection Department (EPD).

Archaeological Features

Prior to commencement of any proposed development activities, measures shall be taken to determine the presence of archaeological sites.

Public Access

Once the site has been fully developed, the Town shall allow public access to the site during hours of operation determined by the Town.

Signage

The Town shall install a temporary sign, at the Town's expense, the design and schematics of which shall be provided by the County, in a highly visible area of the project site recognizing the efforts of the Broward County Board of County Commissioners and funding through the Safe Parks and Land Preservation Bond.

Upon completion of the project, the Town shall construct and install a permanent sign, at the Town's expense, in accordance with the aforementioned standards.

V PRIORITY SCHEDULE

Within three (3) months of the transfer of funds from the County to the Town, the Town shall perform the necessary site maintenance (i.e. mowing) to prevent the growth and spread of exotic vegetation. This task shall be performed a minimum of four (4) times per year, or as deemed necessary by the County, until the project is fully developed.

Within six (6) months of the transfer of funds from the County to the Town, the Town shall

install the temporary sign.

Within eighteen (18) months of the transfer of funds from the County to the Town, the Town shall remove any existing waste from the site. The Town shall ensure that future illegal dumping of waste does not occur on the site through a monitoring and security program. If such activity does occur, the Town shall be responsible for removing and properly disposing of such waste.

Within two (2) years of the transfer of funds from the County to the Town, the Town shall integrate the major elements of the project into the Town's five-year Capital Improvement Program. The major elements of the project that are to be integrated include, but are not limited to, securing the site, removing invasive exotic plant species and landscaping with native species, developing park infrastructures, removing existing waste and establishing a timeline to provide public access. These elements shall be completed on a schedule outlined in the final Park Management Plan.

VI MONITORING

The County shall monitor the site for compliance with the provisions of the final Park Management Plan for the period of five (5) years from the date of the mutual acceptance of and approval of the final Park Management Plan. The Town shall allow County staff access onto the property during these visits.

Document prepared by:

|

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS, made this ____ day of _____, 2007, by Town of Davie, hereinafter referred to as "PROPERTY OWNER."

WITNESSETH

WHEREAS, PROPERTY OWNER is the fee title owner of that certain real property located in Broward County, Florida, as described in Exhibit "A," attached hereto and made a part hereof, (the PROPERTY); and

WHEREAS, the PROPERTY was acquired in whole or in part through Broward County's Safe Parks and Land Preservation Bond Program; and

WHEREAS, the use of the PROPERTY shall be in accordance with the provisions of the terms and conditions contained in Broward County's Safe Parks and Land Preservation Bond Program, as set forth in Broward County Resolution No. 2000-1230 and the Interlocal Agreement (the AGREEMENT) entered into with Broward County for Acquisition, Improvement, Enhancement, Operation and Management of Conservation Land, Green Space and Open Space Sites approved by the Broward County Board of County Commissioners on the ____ day of _____, 20__;

NOW, THEREFORE, PROPERTY OWNER hereby declares that the Property shall be developed, held, maintained, transferred, sold, conveyed and owned subject to the following designations and restrictive covenants:

1. RECITALS

The recitals set forth above are true and correct and are incorporated into these restrictive covenants.

2. RESTRICTIONS

(a) The PROPERTY shall be preserved as open space and for recreational use in perpetuity.

CAF#552
03/17/03 Revised

(b) Only buildings necessary for and ancillary to the open space and recreational use shall be allowed.

(c) Any proposed use for the Site shall be consistent with the terms and conditions contained in the Final Open Space Park Management Plan

(d) No use of the PROPERTY shall be allowed which is inconsistent with the intent and purpose of this Declaration of Restrictive Covenants, the AGREEMENT and the Final Open Space Park Management Plan.

3. MODIFICATION AND TERMINATION

No revisions to the Declarations of Restrictive Covenants shall be permitted unless specifically approved by the Board of County Commissioners of Broward County, Florida (the BOARD), in accordance with the procedures set forth below. If PROPERTY OWNER, its successors and assigns wishes to modify or terminate these restrictive covenants, it shall be required to do the following:

(a) PROPERTY OWNER must apply to the BOARD for an amendment to, or termination of, these restrictive covenants.

(b) No modification or termination of this Declaration of Restrictive Covenants shall be permitted unless specifically approved by a four-fifths vote of the entire Board of County Commissioners of Broward County, Florida.

4. COVENANT RUNNING WITH THE LAND

This Declaration of Restrictive Covenants shall be recorded in the Public Records of Broward County, Florida, and shall run with the PROPERTY described in Exhibit "A," and shall be binding on all persons and entities acquiring title to or use of the PROPERTY.

5. ENFORCEMENT

Broward County, through its Board of County Commissioners, its successors and assigns, is the beneficiary of these restrictive covenants and as such, Broward County may enforce these restrictive covenants by action at law or in equity against any person or persons, entity or entities, violating or attempting to violate the terms of these Restrictions. Broward County shall provide PROPERTY OWNER with a written notice of violations for any provision of this Declaration and allow PROPERTY OWNER ninety (90) days to cure the violation. If PROPERTY OWNER fails to remedy the default within the time frame set forth above, PROPERTY OWNER shall transfer fee simple title of the PROPERTY to Broward County within sixty (60) days of the date of Broward County requests transfer of the PROPERTY.

6. WAIVER

Any failure by Broward County to enforce these restrictive covenants shall not be deemed a waiver of the right to do so thereafter.

7. INVALIDATION

Invalidation of any one of these restrictive covenants by judgment or court order shall in no way affect any other conditions which remain in full force and effect.

8. EFFECTIVE DATE

The Declaration of Restrictive Covenants shall become effective upon recordation in the Public Records of Broward County, Florida.

IN WITNESS WHEREOF, _____ has hereunto set its authorized hand this ___ day of _____, 20__.

WITNESSES:

CITY/TOWN OF _____

By _____
Mayor-Commissioner

___ day of _____, 20__

ATTEST:

City/Town Clerk

By _____
City/Town Manager

___ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
City/Town Attorney

___ day of _____, 20__

**Legal Description
Page 1 of 4**

PARCEL 1

Tract 38, of FLORIDA FRUIT LANDS COMPANY SUBDIVISION NO. 1, in Section 21, Township 50 South, Range 40 East, according to the Plat thereof, as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida, lying and situated in Broward County, Florida, LESS AND EXCEPT the following:

(A)

A portion of Tract 38 in the Southwest 1/4 of Section 21, Township 50 South, Range 40 East, according to the Plat of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, as recorded in Plat Book 2, at Page 17 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 21, Township 50 South, Range 40 East; thence run South 89°54'18" West along the South line of the Southeast 1/4 of said Section 21 for 2640.26 feet to the Southwest corner of said Southeast 1/4, the same being the Southeast corner of the Southwest 1/4 of said Section 21; thence run North 0°09'57" West along the East line of the Southwest 1/4 of said Section 21 for 661.06 feet to an intersection with the South line of Tract 38; thence run South 89°55'16" West along the South line of Tract 38 for 1288.19 feet to the Point of Beginning; thence continue South 89°55'16" West along said South line for 32.49 feet; thence North 00°12'47" West along the West line of Tract 38 for 140.00 feet; thence North 89°55'16" East for 32.82 feet; thence South 00°04'44" East for 140.00 feet to the Point of Beginning.

Together with all rights of ingress, egress, light, air and view between the grantor remaining property and any facility constructed on the above described property.

(B)

A portion of Tract 38 in the Southwest 1/4 of Section 21, Township 50 South, Range 40 East, according to the Plat of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, as recorded in Plat Book 2, at Page 17, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 21, Township 50 South, Range 40 East; thence run South 89°54'18" West along the South line of the Southeast 1/4 of said Section 21 for 2640.26 feet to the Southwest corner of said Southeast 1/4, the same being the Southeast corner of the Southwest 1/4 of said Section 21; thence run North 0°09'57" West along the East line of the Southwest 1/4 of said Section 21 for 661.06 feet to an intersection with the South line of Tract 38; thence run South 89°55'16" West along the South line of Tract 38 for 261.81 feet to the Point of Beginning of the herein described parcel of land; thence continue South 89°55'16" West along the South line of Tract 38 for 1026.38 feet; thence run North 0°04'44" East for 140.00 feet; thence run North 89°55'16" East for 1026.38 feet; thence run South 0°04'44" East for 140.00 feet to the Point of Beginning.

Tract 37 of FLORIDA FRUIT LANDS COMPANY SUBDIVISION NO. 1, in Section 21, Township 50 South,

Legal Description
Page 2 of 4

Range 40 East, according to the Plat thereof, as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida, lying and situated in Broward County, Florida.

AND

The South 1/2 of Tract 36 of FLORIDA FRUIT LANDS COMPANY SUBDIVISION NO. 1, in Section 21, Township 50 South, Range 40 East, according to the Plat thereof, as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida, lying and situated in Broward County, Florida.

AND

Tracts 43, 44 and the South 1/2 of Tract 45 of FLORIDA FRUIT LANDS COMPANY SUBDIVISION NO. 1, in Section 21, Township 50 South, Range 40 East, according to the Plat thereof, as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida, lying and situated in Broward County, Florida; LESS AND EXCEPT the lands described in Warranty Deed filed in Official Records Book 30938, Page 90, of the Public Records of Broward County, Florida and LESS AND EXCEPT the following:

A portion of Tracts 25 and 26 in the Northwest 1/4 and Tracts 43, 44, 45, 46, 47 and 48 in the Southwest 1/4 of Section 21, Township 50 South, Range 40 East, according to the Plat of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, as recorded in Plat Book 2, at Page 17, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Section 21, Township 50 South, Range 40 East; thence run South 0°15'37" East along the West line of the Northwest 1/4 of said Section 21 for 1985.40 feet to a point of intersection with the North line of said Tract 26, said point being the Point of Beginning of the herein described parcel of land; thence run North 89°59'07" East along the last described North line for 474.89 feet; thence run South 1°16'48" East for 478.38 feet; thence run South 13°58'08" East for 888.45 feet to the beginning of a circular curve concave to the Northeast and having a radius of 11,224.16 feet; thence run Southeasterly 1219.79 feet along said curve through a central angle of 6°13'36" to an intersection with a line that is 140.00 feet Northerly of and parallel to the South line of said Tract 43; thence run North 89°55'16" East along the last described parallel line for 274.00 feet; thence run South 0°12'47" East for 140.00 feet to an intersection with the South line of Tract 38; thence run South 89°55'16" West along the South line of Tract 43 for 986.23 feet; thence run North 0°04'44" West for 140.00 feet to an intersection with a line that is 140.00 feet Northerly of and parallel to the South line of Tract 43; thence run North 89°55'16" East along the last described parallel line for 200.00 feet to a point on a circular curve concave to the Northeast and having a radius of 11,706.16 feet; thence from a tangent bearing of North 19°20'01" West, run Northwesterly for 1096.11 feet along said curve through a central angle of 5°21'54" to the end of said curve; thence run North 13°58'08" West for 113.45 feet; thence run North 15°24'09" West for 761.02 feet to an intersection with the West line of the Northwest 1/4 of said Section 21; thence run North 0°15'37" West along the last described West line for 612.89 feet to the Point of Beginning.

Together with all rights of ingress, egress, light, air and view between the grantors' remaining property and any facility constructed on the above described property.

ALSO FEE SIMPLE RIGHT OF WAY

A portion of Tract 43 in the Southwest 1/4 of Section 21, Township 50 South, Range 40 East, according to the Plat of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, as recorded in Plat Book 2, at Page 17 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 21, Township 50 South, Range 40 East; thence run

Legal Description
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South 89°54'18" West along the South line of the Southeast 1/4 of said Section 21 for 2640.26 feet to the Southwest corner of said Southeast 1/4; thence continue South 89°54'18" West along the South line of the Southwest 1/4 of said Section 21 for 2640.26 feet to the Southwest corner of said Section 21; thence run North 0°15'37" West along the West line of the Southwest 1/4 of said Section 21 for 661.80 feet to a point of intersection with the South line of Tract 43, said point being the Point of Beginning of the herein described parcel of land; thence continue North 0°15'37" West along the West line of the Southwest 1/4 of said Section 21 for 140.00 feet to an intersection with a line that is 140.00 feet Northerly of and parallel to the South line of said Tract 43; thence run North 89°55'16" East along the last described parallel line for 334.88 feet; thence run South 0°04'44" East for 140.00 feet to an intersection with the South line of said Tract 43; thence run South 89°55'16" West along the last described South line for 334.44 feet to the Point of Beginning.

PARCEL 2

The North 1/2 of Tract 36 of FLORIDA FRUIT LANDS COMPANY SUBDIVISION NO. 1, in Section 21, Township 50 South, Range 40 East, according to the Plat thereof, as recorded in Plat Book 2, at Page 17, of the Public Records of Miami-Dade County, Florida, lying and situated in Broward County, Florida.

AND

Tract 34 of FLORIDA FRUIT LANDS COMPANY SUBDIVISION NO. 1, in Section 21, Township 50 South, Range 40 East, according to the Plat thereof, as recorded in Plat Book 2, at Page 17, of the Public Records of Miami-Dade County, Florida, lying and situated in Broward County, Florida.

AND

Tracts 46, 47, and the North 1/2 of Tract 45 of FLORIDA FRUIT LANDS COMPANY SUBDIVISION NO. 1, in Section 21, Township 50 South, Range 40 East, according to the Plat thereof, as recorded in Plat Book 2, at Page 17, of the Public Records of Miami-Dade County, Florida, lying and situated in Broward County, Florida, LESS AND EXCEPT the lands described in Warranty Deed filed in Official Records Book 30938, Page 93, of the Public Records of Broward County, Florida, and LESS AND EXCEPT the following:

A portion of Tracts 25 and 26 in the Northwest 1/4 and Tracts 43, 44, 45, 46, 47 and 48 in the Southwest 1/4 of Section 21, Township 50 South, Range 40 East, according to the Plat of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, as recorded in Plat Book 2, at Page 17, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Section 21, Township 50 South, Range 40 East; thence run South 0°15'37" East along the West line of the Northwest 1/4 of said Section 21 for 1985.40 feet to a point of intersection with the North line of said Tract 26, said point being the Point of Beginning of the herein described parcel of land; thence run North 89°59'07" East along the last described North line for 474.89 feet; thence run South 1°16'48" East for 478.38 feet; thence run South 13°58'08" East for 888.45 feet to the beginning of a circular curve concave to the Northeast and having a radius of 11,224.16 feet; thence run Southeasterly 1219.79 feet along said curve through a central angle of 6°13'36" to an intersection with a line that is 140.00 feet Northerly of and parallel to the South line of said Tract 43; thence run North 89°55'16" East along the last described parallel line for 274.00 feet; thence run South 0°12'47" East for 140.00 feet to an intersection with the South line of Tract 38; thence run South 89°55'16" West along the South line of Tract 43 for 986.23 feet; thence run North 0°04'44" West for 140.00 feet to an intersection with a line that is 140.00 feet Northerly of and parallel to the South line of Tract 43; thence run North 89°55'16" East along the last described parallel line for 200.00 feet to a point on a circular curve concave to the Northeast and having a radius of 11,706.16 feet; thence from a tangent bearing of North 19°20'01" West, run Northwesterly for 1096.11 feet along said curve through a central angle of 5°21'54" to the end of said curve; thence run North 13°58'08" West for 113.45 feet;

Legal Description
Page 4 of 4

thence run North 15°24'09" West for 761.02 feet to an intersection with the West line of the Northwest 1/4 of said Section 21; thence run North 0°15'37" West along the last described West line for 612.89 feet to the Point of Beginning.

Together with all rights of ingress, egress, light, air and view between the grantors' remaining property and any facility constructed on the above described property.

ALSO FEE SIMPLE RIGHT OF WAY

A portion of Tract 43 in the Southwest 1/4 of Section 21, Township 50 South, Range 40 East, according to the Plat of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, as recorded in Plat Book 2, at Page 17 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 21, Township 50 South, Range 40 East; thence run South 89°54'18" West along the South line of the Southeast 1/4 of said Section 21 for 2640.26 feet to the Southwest corner of said Southeast 1/4; thence continue South 89°54'18" West along the South line of the Southwest 1/4 of said Section 21 for 2640.26 feet to the Southwest corner of said Section 21; thence run North 0°15'37" West along the West line of the Southwest 1/4 of said Section 21 for 661.80 feet to a point of intersection with the South line of Tract 43, said point being the Point of Beginning of the herein described parcel of land; thence continue North 0°15'37" West along the West line of the Southwest 1/4 of said Section 21 for 140.00 feet to an intersection with a line that is 140.00 feet Northerly of and parallel to the South line of said Tract 43; thence run North 89°55'16" East along the last described parallel line for 334.88 feet; thence run South 0°04'44" East for 140.00 feet to an intersection with the South line of said Tract 43; thence run South 89°55'16" West along the last described South line for 334.44 feet to the Point of Beginning.

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TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Gary Shimun, Town Administrator / 797-1030

PREPARED BY: Phillip R. Holste, Program Manager / 797-1041

SUBJECT: Resolution

AFFECTED DISTRICT: 4

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE PROVIDING THAT THE TOWN WILL PROGRAM THE OBLIGATIONS SET FORTH WITHIN THE CONCEPTUAL PARK MANAGEMENT PLAN FOR THE DAVIE FARM PARK (OS-133), INTO THE TOWN'S 5-YEAR CAPITAL IMPROVEMENTS PROGRAM WITHIN TWO YEARS

REPORT IN BRIEF: This resolution is presented in conjunction with the resolution to execute an interlocal agreement with Broward County for the Davie Farm Park (Open Space Site OS-133).

To receive the \$ 3.5 million allocation toward the project from the Broward County Land Preservation Bond Program, Davie must agree to integrate park development elements into the Town's 5-Year Capital Improvements Plan (CIP) within two years. Elements of the project that must be included in the CIP within two years are stated in the Conceptual Park Management Plan attached as Exhibit A. They include: securing the site, removing invasive plant species, landscaping with native species, developing park infrastructures, removing existing waste, and establishing a timeline to provide public access.

This resolution agrees that these activities will be programmed to begin within the next 7 years. The resolution further agrees that these development obligations will remain in the 5-Year CIP until they are completed.

PREVIOUS ACTIONS: None

CONCURRENCES: None

FISCAL IMPACT: not applicable

Has request been budgeted? n/a

RECOMMENDATION(S): Motion to approve

Attachment(s): Resolution, Exhibit A: Conceptual Park Management Plan

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE PROVIDING THAT THE TOWN WILL PROGRAM THE OBLIGATIONS SET FORTH WITHIN THE CONCEPTUAL PARK MANAGEMENT PLAN FOR THE DAVIE FARM PARK (OS-133), INTO THE TOWN'S 5-YEAR CAPITAL IMPROVEMENTS PROGRAM WITHIN TWO YEARS.

WHEREAS, the Town of Davie's purchase of the Davie Farm Park site, also known as Open Space Site #OS-133, was approved by the Broward County Land Preservation Board for funding assistance through the Safe Parks and Land Preservation Bond Program; and

WHEREAS, the Town of Davie shall enter into an Interlocal Agreement with Broward County for the Davie Farm Park project as required by the Bond Program and which will be recorded in the public records of Broward County; and

WHEREAS, a Conceptual Park Management Plan has been prepared, attached hereto as Exhibit "A," which includes obligations of the Town of Davie, and which was attached as an exhibit to the Interlocal Agreement; and

WHEREAS, the Town of Davie wishes to assure Broward County that the obligations set forth within the Interlocal Agreement and its Conceptual Park Management Plan for the Davie Farm Park, OS-133, will be integrated into the Town's 5-Year Capital Improvements Program within two years.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

Section 1. That the obligations set forth within the Conceptual Park Management Plan for OS-133 will be included within the Town's 5-Year Capital Improvements Program as set forth within the timeline contained in the Conceptual Park Management Plan.

Section 2. That those obligations will remain in 5-Year Capital Improvements Program until the obligations have been completed.

Section 3. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2007.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2007.

EXHIBIT "B"

CONCEPTUAL PARK MANAGEMENT PLAN

Between

BROWARD COUNTY

and

TOWN OF DAVIE

for

IMPROVEMENT, ENHANCEMENT, OPERATION, AND MANAGEMENT

BY THE TOWN OF DAVIE

OF THE OPEN SPACE SITE REFERRED TO AS

(OS-133) DAVIE FARM PARK

AS DESIGNATED IN THE BROWARD COUNTY

LAND PRESERVATION INVENTORY

Updated: March 26, 2007

Page 1 of 5

I INTRODUCTION

Davie Farm Park (Site OS-133) is a 53.89-acre property located at the northwest corner of Shotgun Road (SW 154 Avenue) and SW 36 Street in the Town of Davie. Located in a residential neighborhood, the project site is one of the last large pieces of undeveloped property in the area. The site has been used as pasture for livestock grazing for approximately 35 years. There is little native vegetation on the site. It is believed that two small areas contain degraded wetland.

Davie's Vista View equestrian trail runs adjacent to the southern boundary of the site along SW 36 Street. This trail links with other trails located on Weston and Shotgun Roads. Furthermore, Davie's paved Vista View recreational trail, located on Shotgun Road, borders the eastern boundary of the site.

This management plan shall ensure that the goals and objectives of Broward County Resolution 2000-1230 are satisfied and provide a timeline for completion of required improvements. Section 4.03.a of the Resolution states that property listed in the Open Space Inventory shall include "undeveloped or agricultural land which can function, if appropriately developed and managed, to optimize water recharge quality and quantity, air quality and environmental benefits of the site while providing public use."

II PURPOSE OF THE PROJECT

The primary goal of the Land Preservation Program is to ensure the preservation and/or creation of ecologically valuable lands while expanding the passive recreation opportunities for the residents of Broward County. This project shall incorporate these values in the planning, implementation, maintenance and operation of the site.

The project consists of exotic plant removal and native plant landscaping, park development, and enhancement of jurisdictional wetlands and upland plant communities.

The site will be maintained as a sustainable urban mini-farm and grazing pasture and will contain both row crop farming and grazing land for farm animals. The project will provide unique educational opportunities including visits to a working farm with hands-on interaction and learning about crop production from seedling to the market. This project will teach children about agriculture and South Florida's farming past and present.

The Town will work to establish partnerships with non-profit organizations, such as the Farm Bureau and 4H, to provide educational opportunities utilizing the barn/educational center, and the farming and grazing areas as classrooms.

III SITE DEVELOPMENT

The Town shall provide the following improvements:

- Native landscaping

- Barn/educational center
- Chicken coop
- Pavilion area/outdoor classroom
- Parking
- Trail connection with Davie's Vista View trails
- Farming-themed playground
- Enhancement and maintenance of wetlands (if jurisdictional wetlands exist on the site)

In order to adhere to the directives stated in Section 4.03.a of Resolution 2000-1230 and ensure passive recreation opportunities, Broward County has developed a standard for active recreation and impervious surfaces for lands acquired through this Program. The standard is as follows:

Impervious surfaces and surfaces requiring intense fertilization and pest control, such as ballfields, shall not exceed 30% of the project area, excluding park access infrastructures such as parking areas, entranceways and restroom facilities.

Upon completion of this project, the area comprised of impervious surfaces and/or dedicated to active recreation shall not exceed thirty percent (30%) of the total project area, excluding park access infrastructures such as parking areas, entranceways and restroom facilities.

IV KEY MANAGEMENT ACTIVITIES

Exotic Vegetation

The Town, as manager of the site, shall be responsible for the removal of all invasive exotic vegetation and the prevention of future growth and spread of such vegetation. Once the site has been developed, the Town shall ensure that invasive exotic vegetation does not reestablish within the park.

Native Vegetation

Existing native vegetation shall be preserved and incorporated into the park landscape design. The Town shall landscape at least 30 percent (%) of the site with native species and maintain such species in a manner which ensures their viability. Xeriscape design shall be used where appropriate. The location of this landscaping shall be determined by the Town and depicted in the final Park Management Plan, which shall contain a list of the native species anticipated to be used in landscaping and a map of the landscaped portions of the site.

NatureScape Broward Principles

The *NatureScape Broward* program focuses on nine (9) principles for "Florida Friendly" landscapes. Town shall incorporate all applicable principles into park development and

note such actions in the Final Park Management Plan.

Town shall apply for either a *Backyard Wildlife Habitat* certification through the National Wildlife Federation or the *Florida Yards & Neighborhoods* certification through the University of Florida IFAS Extension within three (3) months of opening the site to the public.

For more information regarding the implementation of NatureScape practices to your project please contact 954-519-0317.

Illegal Dumping

Prior to site development, the Town shall ensure that illegal dumping of waste does not occur on the site and if such activity does occur, it is the Town's responsibility to remove and properly dispose of such items. If hazardous materials are discovered on the site, the Town shall immediately notify the Broward County Environmental Protection Department (EPD).

Archaeological Features

Prior to commencement of any proposed development activities, measures shall be taken to determine the presence of archaeological sites.

Public Access

Once the site has been fully developed, the Town shall allow public access to the site during hours of operation determined by the Town.

Signage

The Town shall install a temporary sign, at the Town's expense, the design and schematics of which shall be provided by the County, in a highly visible area of the project site recognizing the efforts of the Broward County Board of County Commissioners and funding through the Safe Parks and Land Preservation Bond.

Upon completion of the project, the Town shall construct and install a permanent sign, at the Town's expense, in accordance with the aforementioned standards.

V PRIORITY SCHEDULE

Within three (3) months of the transfer of funds from the County to the Town, the Town shall perform the necessary site maintenance (i.e. mowing) to prevent the growth and spread of exotic vegetation. This task shall be performed a minimum of four (4) times per year, or as deemed necessary by the County, until the project is fully developed.

Within six (6) months of the transfer of funds from the County to the Town, the Town shall

install the temporary sign.

Within eighteen (18) months of the transfer of funds from the County to the Town, the Town shall remove any existing waste from the site. The Town shall ensure that future illegal dumping of waste does not occur on the site through a monitoring and security program. If such activity does occur, the Town shall be responsible for removing and properly disposing of such waste.

Within two (2) years of the transfer of funds from the County to the Town, the Town shall integrate the major elements of the project into the Town's five-year Capital Improvement Program. The major elements of the project that are to be integrated include, but are not limited to, securing the site, removing invasive exotic plant species and landscaping with native species, developing park infrastructures, removing existing waste and establishing a timeline to provide public access. These elements shall be completed on a schedule outlined in the final Park Management Plan.

VI MONITORING

The County shall monitor the site for compliance with the provisions of the final Park Management Plan for the period of five (5) years from the date of the mutual acceptance of and approval of the final Park Management Plan. The Town shall allow County staff access onto the property during these visits.

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**TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT**

TO: Mayor and Councilmembers

FROM/PHONE: Mark Kutney, AICP, Development Services Director (954) 797-1101

PREPARED BY: Larry A. Peters, P.E., Town Engineer

SUBJECT: Resolution

AFFECTED DISTRICT: 2

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR AND TOWN ADMINISTRATOR TO ACCEPT A QUIT CLAIM DEED FOR RIGHT-OF-WAY FROM D & L INVESTMENT PROPERTIES, INC.; AND PROVIDING FOR AN EFFECTIVE DATE.

REPORT IN BRIEF: In order to provide for public roadway, rights of ways are required from this property owner a distance of the south 10 feet of lot 25 of Palm Garden Park according to the plat thereof as recorded in Plat Book 7, page 56, of the Public Records of Broward County, Florida. Said land lying and being in the Town of Davie, Broward County, Florida, is being transmitted to the Town of Davie via Quit Claim Deed. This resolution will provide the Town necessary additional right of way for SW 49 Court.

PREVIOUS ACTIONS:

CONCURRENCES:

FISCAL IMPACT: not applicable

Has request been budgeted? n/a

If yes, expected cost: \$

Account Name:

If no, amount needed: \$ n/a

What account will funds be appropriated from:

Additional Comments:

RECOMMENDATION(S): Staff finds the item complete and suitable for transmittal to Town Council for further consideration.

Attachment(s): Resolution, Legal Description and Sketch, Quit Claim Deed

RESOLUTION R-2007-

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR AND TOWN ADMINISTRATOR TO ACCEPT A QUIT CLAIM DEED FOR RIGHT-OF-WAY FROM D & L INVESTMENT PROPERTIES INC; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a Quit-Claim Deed has been submitted to the Town donating right of way;
and

WHEREAS, the Town of Davie wishes to acquire this right-of-way by accepting a Quit Claim Deed.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council of the Town of Davie does hereby authorize the Mayor and Town Administrator to accept a Quit Claim Deed, a copy of which is attached hereto as Exhibit "A".

SECTION 2. The Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2007.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2007

SKETCH OF SURVEY

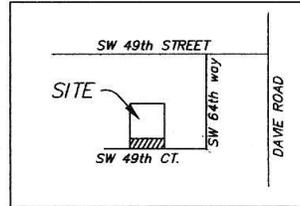
10' WIDE RIGHT-OF-WAY DEDICATION

ATTACHMENT A

DESCRIPTION:

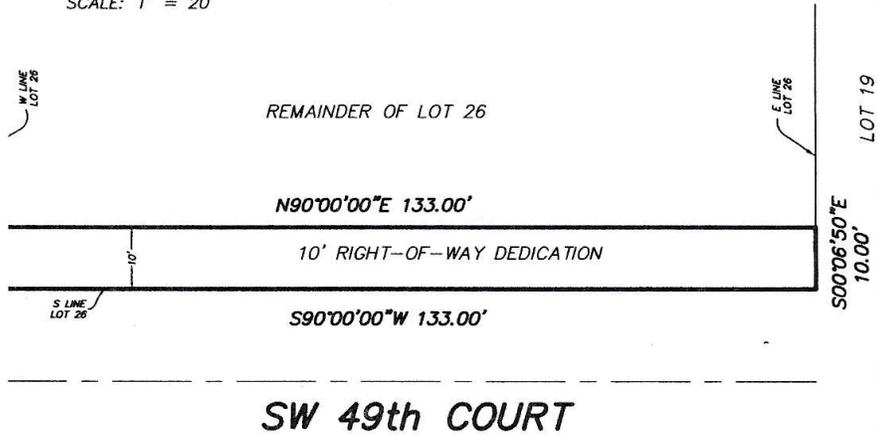
THE SOUTH 10 FEET OF LOT 26 OF "PALM GARDEN PARK" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 7, PAGE 56, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID LAND LYING, SITUATE AND BEING IN THE TOWN OF DAVE, BROWARD COUNTY, FLORIDA CONTAINING 1,330 SQUARE FEET MORE OR LESS.



LOCATION MAP NTS

SCALE: 1" = 20'



SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THIS SKETCH OF SURVEY OF THE PROPERTY DESCRIBED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS RECENTLY SURVEYED AND DRAWN UNDER MY SUPERVISION. THIS SURVEY COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA STATE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472-027, FLORIDA STATUTES.

NOTES:

1. ANY RIGHTS HEREON HAVE NOT BEEN ABSTRACTED FOR RECORD BY THE SURVEYOR.
 2. ANY RIGHTS OF WAY OF RECORD BY THE SURVEYOR SHOWN HEREON ARE ASSUMED BASED ON FIELD DATA.
 3. THIS DOES NOT CONSTITUTE A BOUNDARY SURVEY AS SUCH.
 6575 SW 49th COURT, DAVE, FLORIDA

FOR THE FIRM:

David G. Krause
 DAVID G. KRAUSE
 PROFESSIONAL SURVEYOR & MAPPER
 FLORIDA REGISTRATION NO. 4066

<p>VISIONS</p> <p>E 10' D.E. TO R/W DEDICATION</p>	<p>BNB SERVICES, INC. LAND SURVEYING</p> <p>11550 N.W. 21st Street Plantation, Florida (954) 472-1031</p>	<p>SCALE 1" = 20'</p> <p>DATE 8-6-06</p> <p>BY LD</p> <p>CK'D. dk</p> <p>SHEET: 1 OF 1</p> <p>JOB NO. 04007.1</p>
--	--	---

This Instrument Prepared By and Return to:
ROBERT C. GINDEL, JR., ESQUIRE
Robert C. Gindel, P.A.
1850 Forest Hill Boulevard
Suite 103
West Palm Beach, Florida 33406
(561) 649-2344

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this 3rd day of April, A.D., 2007, Between **D & L INVESTMENT PROPERTIES, INC.**, a Florida corporation, whose address is 2640 SW 155 Lane, Davie, FL 33331 of the County of Broward, State of Florida, Grantor, and **TOWN OF DAVIE**, whose address is 6591 Orange Drive, Davie, Florida 33314, of the County of Broward, State of Florida, Grantees.

WITNESSETH, that the Grantor, for and in consideration of the sum of ----- TEN & NO/100 Dollars (\$10.00), and for other good and valuable consideration to Grantor in hand paid by Grantees, the receipt of which is hereby acknowledged, has granted, bargained and quitclaimed to the said Grantees and Grantees' heirs and assigns forever, the following described land, situate, lying and being in the County of Broward, State of Florida, to-wit:

THE SOUTH 10 FEET OF LOT 26 OF "PALM GARDEN PARK" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 7, PAGE 56, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID LAND LYING SITUATE AND BEING IN THE TOWN OF DAVIE, BROWARD COUNTY, FLORIDA CONTAINING 1,330 SQUARE FEET MORE OR LESS

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of Grantor, either in law or equity, for the use, benefit and profit of the said Grantees forever.

IN WITNESS WHEREOF, the Grantor has hereunto set it hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

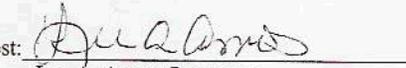

Witness #1 Signature _____ **D & L INVESTMENTS PROPERTIES, INC.**

HOWARD MOORE
Witness #1 Printed Name

By: 
Douglas F. Amos, President


Witness #2 Signature

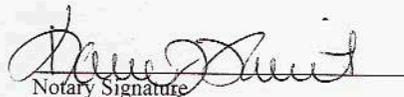
John Harwell
Witness #2 Printed Name

Attest: 
Lee A. Amos, Secretary

**STATE OF FLORIDA
COUNTY OF BROWARD**

The foregoing instrument was acknowledged before me this 3 day, of April, 2007, by Douglas F. Amos and Lee A. Amos, President and Secretary of D & L Investments, Inc., on behalf of said corporation and they personally known to me or has produced _____ as identification.

SEAL
NOTARY PUBLIC STATE OF FLORIDA
Karen J. Viruet
Commission # DD432558
Expires: JUNE 04, 2009
Bonded Thru Atlantic Bonding Co., Inc.


Notary Signature

Karen J. Viruet
Printed Notary Signature
My Commission Expires: 6/4/09

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TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: John A. George, Chief of Police - (954) 693-8320

PREPARED BY: Mary Jane Taglienti - (954) 693-8240

SUBJECT: Resolution

AFFECTED DISTRICT: TOWN WIDE

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE EXPENDITURE OF LAW ENFORCEMENT TRUST FUNDS IN THE AMOUNT OF \$3,620.00 (PLUS ASSOCIATED SHIPPING AND HANDLING COSTS) FOR THE PURCHASE OF GUN HOLSTERS FOR THE DAVIE POLICE DEPARTMENT'S PLAIN CLOTHES OFFICERS AND DETECTIVES.

REPORT IN BRIEF: The Davie Police Department is requesting authorization to purchase hand gun holsters for our plain clothes officers and detectives. This is imperative for our Department for purposes of safety and to standardize the carrying of duty weapons while dressed in business attire. An informal bid was conducted by the Town of Davie Finance Department for the supply of the gun holsters. The Town solicited quotes from three (3) organizations that supply said equipment. The recommendation is to award to the lowest vendor, National Law Enforcement Distributors, Inc. for the supply of gun holsters.

PREVIOUS ACTIONS: N/A

CONCURRENCES: N/A

FISCAL IMPACT: Yes

Has request been budgeted? Yes

If no, amount needed: \$3,620.00 plus associated shipping and handling costs

What account will funds be appropriated from: Law Enforcement Trust Funds Account
001-0520-521-0317

Additional Comments: N/A

RECOMMENDATION(S): Motion to approve Resolution.

Attachment(s): Resolution
Davie Police Department Memo
Bid Report
Vendor/Bidder Disclosure Forms
Incorporation Paperwork (W-9, Sunbiz Documents)

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE EXPENDITURE OF LAW ENFORCEMENT TRUST FUNDS IN THE AMOUNT OF \$3,620.00 (PLUS ASSOCIATED SHIPPING AND HANDLING COSTS) FOR THE PURCHASE OF GUN HOLSTERS FOR THE DAVIE POLICE DEPARTMENT'S PLAIN CLOTHES OFFICERS AND DETECTIVES.

WHEREAS, the Davie Police Department requesting authorization to purchase hand gun holsters for plain clothes officers and detectives; and

WHEREAS, the Town of Davie conducted an informal bid process and solicited three (3) organizations that supply hand gun holsters; and

WHEREAS, The Davie Police Department's recommendation is to award to the lowest bidder, National Law Enforcement Distributors, Inc. for the supply of gun holsters; and

WHEREAS, after review, the Town Council wishes to approve the expenditure of Law Enforcement Trust Funds in the amount of \$3,620.00 (plus shipping and handling costs) for the purchase of the supply of gun holsters.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council hereby approves the purchase of hand gun holsters from National Law Enforcement Distributors, Inc.

SECTION 2. The Town Council hereby authorizes the expenditure from Law Enforcement Trust Funds, Account 001-0520-521-0317, in the amount of \$3,620.00 (plus associated shipping and handling costs) for the supply of gun holsters for the Davie Police Department.

SECTION 3. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2007

MAYOR/COUNCILMEMBER

Attest:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2007

INFORMAL BID #07-60

QUOTE COMPARISON

ITEM: 50 Blackhawk CQC Holsters, 100 magazine pouch, & 50 dual rail access platform, for the Sig Sauer P220 .45cal Pistols

	<u>Vendor/Bidder</u>	<u>Total Quote Amount</u>
1.	National Law Enforcement Distributors, Inc.	\$ 3,620.00
2.	GL Distributors, Inc.	\$ 3,723.50
3.	SRT Supply Inc.	\$ 4,358.00

**Davie Police Department
Blackhawk CQC holster (50), magazine pouch (100) & dual rail access platform (50)
For the Sig Sauer P220 45cal**

The Town of Davie is seeking firm pricing for the purchase of

50- Blackhawk CQC carbon fiber SERPA holster

100- Blackhawk CQC carbon fiber magazine pouch, single magazine case Black

50 Blackhawk CQC carbon fiber dual rail access platform. Black

Equipment (Spec)

Blackhawk CQC carbon fiber SERPA holster (matte finish w/ belt loop and paddle)

Item # 410506BK R	45
# 410506BK-L	5

Blackhawk CQC, carbon fiber magazine pouch, single magazine case. Black

Item #410500CBK	100
-----------------	-----

Blackhawk CQC carbon fiber dual rail access platform

Item #410800CBK	50
-----------------	----

Warranty

The units shall have a warranty of a minimum of one year from date of delivery Vendor must be a licensed distributor for this product

Delivery

Equipment shall be delivered from stock and be available in 2 to 3 weeks after receiving order

Deliver To Town of Davie
 Police Department
 Attn. L. Wayne Boulter
 1230 S. Nob Hill Rd
 Davie, Florida 33325
 Phone 954-693 8251
 Fax 954 693 8253

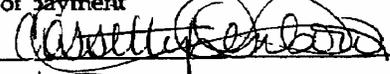
Davie Police Department
Blackhawk CQC holster (50), magazine pouch (100) & dual rail access platform (50)
For the Sig Sauer P220 45cal

QTY	Description	Unit Price	Extended Price
45	Blackhawk CQC carbon-fiber SERPA holster (matte finish w/ belt loop and paddle) Item # 410506BK	\$ <u>31 00</u>	\$ <u>1395 00</u>
5	# 410506BK L	\$ <u>31 00</u>	\$ <u>155 00</u>
opt #1 * 100	Blackhawk CQC carbon fiber magazine pouch, single magazine capacity Black Item #410500CBK	\$ <u>14 50</u>	\$ <u>1450 00</u>
50	Blackhawk CQC carbon fiber dual rail access platform Item #10800CBK	\$ <u>13 80</u>	\$ <u>690 00</u>

* Part # 410500CBK has a carbon fiber finish similar to basketweave
 opt #2 Part # 410500PBK is a matte finish \$ 13 80 \$ 1380 00

Total Bid Amount ————— option #1 \$ 3690 00
 option #2 \$ 3620 00

Our company does does not _____ accept the Town of Davie VISA credit card as a form of payment

Executed by (signature) 
 Print Name Cassetty Denbow
 Title General Manager

For (Corporation) National Law Enforcement Distributors, Inc. State Florida
 Address 8238 West State Road 84
Davie, Florida 33324
 Phone (954) 915-8226
 Fax (954) 915-8252
 Date March 30 2007

Federal Employer Identification Number 65-1150058

- YOU MUST RETURN**
1. This page
 2. The W-9 Form
 3. The Vendor/Bidder Disclosure Form

Mar 15 07 01 56p

National

54-915-8252

p 8

U.S. Department of Justice
Bureau of Alcohol Tobacco Firearms and Explosives

2006 2006 2006
Rate 2006 2006 2006

Name and Principal Mailing Address
NATIONAL LAW ENFORCEMENT DIST INC
NATIONAL LAW ENFORCEMENT DIST INC
8238 WEST STATE ROAD 84
DAVIE FL 33324

Actual Physical Business Address (See number below)
 0001

Date of This Receipt
AUGUST 29, 2006

Employer Identification Number (EIN)
2006237-NS1-001

Tax Statement Annual Tax Rate \$ 500.00
 Annual Tax \$ 500.00
 Additions \$ 00
 Total Tax Paid \$

Type of Operation Conducted (Tax Code and Class)
 (63) NFA FIREARMS DEALER

Number of Locations
 1 OF 1

Date of Special Tax Period

Control Number
2006237-NS1-001

ATF Form 5631 (7)
Revised March 2006



DEPARTMENT OF THE TREASURY BUREAU OF ALCOHOL, TOBACCO AND FIREARMS

LICENSE (18 U.S.C. Chapter 44)

In accordance with the provisions of Title I Gun Control Act of 1968 and the regulations issued thereunder (27 CFR Part 178) you are licensed to engage in the business specified in this license within the limitations of Chapter 44 Title 18 United States Code, and the regulations issued thereunder until the expiration date shown. See WARNINGS and NOTICE on reverse.

DETECTIVE
CORRESPONDENCE
TO

CHIEF NATIONAL LICENSING CENTER
ATF
2600 CENTURY PKWY NE STE 110
ATLANTA GA 30345-3104

ISSUE NUMBER
[REDACTED]

EXPIRATION DATE
[REDACTED]

NAME
NATIONAL LAW ENFORCEMENT
DISTRIBUTORS INC

BUSINESS ADDRESS
8238 WEST STATE RD 84
DAVIE FL 33324

TYPE OF LICENSE
01 DEALER IN FIREARMS OTHER THAN DESTRUCTIVE DEVICES

CHIEF NATIONAL LICENSING CENTER

[Signature]

FILE COPY

PURCHASING CERTIFICATION

I certify that this is a true copy of a license issued to me to engage in the business specified

[Signature]
(SIGNATURE OF LICENSEE)

LICENSEE
**NATIONAL LAW ENFORCEMENT
 DISTRIBUTORS INC
 8238 WEST STATE RD 84
 DAVIE FL 33324**

This license is valid until the expiration date of the license. It is not to be used as a receipt for the purchase of firearms or ammunition. It is not to be used as a receipt for the purchase of firearms or ammunition.

1 50 011 01 00 01070

provided in 2. CFR Part 1/8. The signature on each reproduction must be an ORIGINAL signature

1-09-011-01-00-01379

AT FORM 8/6/10.17 (89) PREVIOUS EDITION IS OBSOLETE

0998

W-9 Request for Taxpayer Identification Number and Certification
Give form to the requester. Do not send to the IRS.

Name last, first, and middle initial
National Law Enforcement Distributors Inc.
Business name (if different from above)
Check appropriate box: Individual self-employed Corporation Partnership Other
Address (number, street and apt. or suite no.)
8238 West State Road 84
City, state, and ZIP code
DAVIE, FL 33328
List secure number(s) here (optional)

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 your social security number (SSN). However, for a resident alien, sole proprietor or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.
Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.
Social security number
or
Employer identification number
165111510058

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 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 not had me that I am no longer subject to backup withholding, and
2 I am a U.S. person (including a U.S. resident alien)
Certification instructions: You must check 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 on page 4.)

Sign Here: Signature of U.S. person: *[Signature]* Date: **3/12/07**

Purpose of Form
A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.
U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien) to provide your correct TIN to the person requesting it (if the requester and when applicable to:
1 Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2 Certify that you are not subject to backup withholding; or
3 Claim exemption from backup withholding if you are a U.S. exempt payee.
In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partner's share of effectively connected income.
Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.
For federal, state, and local backup withholding purposes, the TIN you must use is the TIN shown on the form.
An individual who is a citizen or resident of the United States.
A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States; or
Any estate (other than a foreign estate) or trust. See Regulations sections 301.7071-6(a) and 7(a) for additional information.
Special rules for partners: Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partner's share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.
The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States must be the following or be:
The U.S. owner of the partnership and not the entity

Town of Davie Vendor/Bidder Disclosure

I, Jeff L Dillard, being first duly sworn state that:
The full legal name and business address of the person(s) or entity contracting with the
Town of Davie ("Town") are as follows (Post Office addresses are not acceptable)

Name of Individual, Firm, or Organization National Law Enforcement Distributors Inc
Address 8238 W State Road 84
Davie, FL 33324
FEIN 65-115X058
State and date of incorporation Florida

OWNERSHIP DISCLOSURE AFFIDAVIT

1 If the contract or business transaction is with a corporation, the full legal name and
business address shall be provided for each officer and director and each stockholder
who directly or indirectly holds five percent (5%) or more of the corporation's stock. If
the contract or business transaction is with a trust the full name and address shall be
provided for each trustee and each beneficiary. All such names and address are as
follows (Post Office addresses are not acceptable)

Names, Addresses, and Titles of Individual Who Will Lobby

Full Legal Name	Address	Ownership
<u>Jeff L Dillard</u>	<u>8238 W State Rd 84 Davie FL 33324</u>	<u>President/CEO</u> %
<u>Jill Dillard</u>	<u>8238 W State Rd 84 Davie, FL 33324</u>	<u>100</u> %
		%
		%

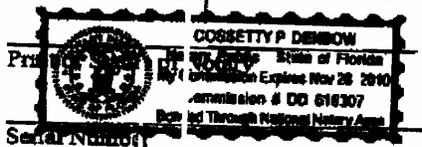
2. The full legal names and business addresses of any other individual (other than subcontractors, materialmen, suppliers, laborers, and lender) who have, or will have, any legal, equitable or beneficial interest in the contract or business transaction with the Town are as follows (Post Office addresses are not acceptable)

Full Legal Name	Address
<u>N/A</u>	

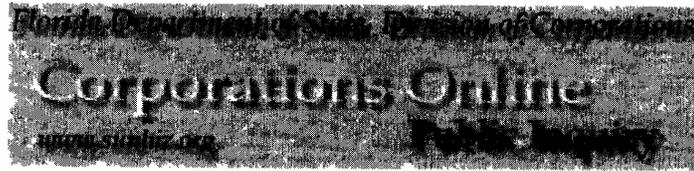
By *Jeff L Dillard* Date 3/12/2007
Signature of Affiant
Jeff L Dillard
Print Name

SUBSCRIBED AND SWORN TO or affirmed before me this 12 day of March 2007, by Jeff L Dillard he/she is personally known to me or has presented identification as

Cossetty P Derron
Notary Public State of Florida at Large



My Commission Expires _____



Florida Profit

NATIONAL LAW ENFORCEMENT DISTRIBUTORS, INC

PRINCIPAL ADDRESS
 8238 WEST STATE ROAD 84
 DAVIE FL 33324
 Changed 07/17/2002

MAILING ADDRESS
 8238 WEST STATE ROAD 84
 DAVIE FL 33324
 Changed 07/17/2002

Document Number P01000101424	FEI Number 651150058	Date Filed 10/18/2001
State FL	Status ACTIVE	Effective Date NONE
Last Event CANCEL ADM DISS/REV	Event Date Filed 10/03/2006	Event Effective Date NONE

Registered Agent

Name & Address
GLANZ MAL 282 S UNIVERSITY DRIVE PLANTATION FL 33324
N m Chang d 04/23/2004
Add ess Ch ged 04/23/2004

Officer/Director Detail

Name & Address	Title
DILLARD JILL 8238 WEST STATE ROAD 84 DAVIE FL 33324	D
DILLARD JEFF 8238 WEST STATE ROAD 84	P

DAVIE FL 33324

Annual Reports

Report Year	Filed Date
2004	04/23/2004
2005	06/28/2005
2006	10/03/2006

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Document Images

Listed below are the images available for this filing

10/03/2006	REINSTATEMENT
06/28/2005	ANNUAL REPORT
04/23/2004	ANNUAL REPORT
01/29/2003	ANNUAL REPORT
07/17/2002	ANNUAL REPORT
12/03/2001	Amendment and Name Change
10/18/2001	Domestic Profit

THIS IS NOT OFFICIAL RECORD, SEE DOCUMENTS IF QUESTION OR CONFLICT

[Corporations Inquiry](#)

[Corporations Help](#)

TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Mark A. Kutney, AICP, Development Services Director / (954) 797-1101

PREPARED BY: David M. Abramson, Acting Deputy Planning and Zoning Manager

SUBJECT: Plat, P 3-2-06/06-07/Stonebridge Estates, Generally located on the southwest corner of Southwest 26th Street and Flamingo Road

AFFECTED DISTRICT: District 4

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM:

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING A PLAT KNOWN AS THE “STONE BRIDGE ESTATES” AND AUTHORIZING THE MAYOR AND TOWN CLERK TO ACKNOWLEDGE THE APPROVAL BY AFFIXING THE MAYOR’S SIGNATURE AND THE TOWN SEAL TO SAID PLAT; AND PROVIDING AN EFFECTIVE DATE.

REPORT IN BRIEF:

The petitioner requests approval of the plat known as the “Stone Bridge Estates.” The subject site consists of 18.81 Acres (819,363 square feet) and restricted to seventeen (17) single-family detached units. The proposed vehicular access into the development is located at the northeast corner of the subject site. Vehicular traffic enters at this corner off Flamingo Road through a dedicated access easement that shall be dedicated by the Town within the open space/trail parcel north of the subject site.

The proposed “Stone Bridge Estates” plat is required since the petitioner desires to construct a single-family home development on the subject site. This proposed plat is consistent and does not exceed what was anticipated in the Comprehensive Plan as it was intended for residential 1 dwelling unit an acre lots. The traffic generated by this development can be accommodated by the adjacent roadway (Flamingo Road).

Staff finds that the proposed “Stone Bridge Estates” plat is in accordance with the Land Development Code as it relates to access, location, and size. The proposed single-family home development may be considered compatible with existing and future uses with surrounding properties.

PREVIOUS ACTIONS:

At the April 4, 2007 Town Council meeting, plat application, P 3-2-06/Stonebridge Estates was tabled to the May 2, 2007 meeting. **(Motion carried 5-0)**

CONCURRENCES:

At the February 14, 2007 Planning and Zoning Board meeting, Mr. Busey made a motion, seconded by Ms. Turin, to approve subject to the understanding that the Board was not making a judgment on the appropriateness of the SW 26th Street access. (**Motion carried 3-0, Chair Bender and Mr. Stevens were absent**)

(Planner's Note: The Planning and Zoning Board based their recommendation solely on the plat application. The sensitivity relating to the vacation application of Southwest 26th Street was not part of the motion, only a proposed easement located at the northwest corner of the subject site on the open space/trail parcel was considered for access.)

FISCAL IMPACT: not applicable

Has request been budgeted? n/a

RECOMMENDATION(S):

Staff finds the subject application complete and suitable for transmittal to the Planning and Zoning Board and Town Council for further consideration. In addition, the following conditions shall be met:

1. Shall be subject to sufficient capacity of the regional road network as determined by Broward County. In the event sufficient capacity is not met, the plat shall be deemed denied by the Town of Davie.
2. Provide the Planning and Zoning Division a Mylar copy of the plat upon recordation.
3. Relocate the access easement out of fifteen (15) foot drainage easement between lots 5 and 6.
4. Provide the monetary funds required for the Town to construct the Westridge Trail system along the eastern boundary line.
5. Vacation application shall be submitted and approved by Town Council for Southwest 127th Avenue along the northwest portion of the subject site.
6. Contingent upon approval of the following development applications:
 - a. *Master Site Plan Application (MSP 11-2-05), Stonebridge Estates*
 - b. *Rezoning Application (ZB 11-1-05), Stonebridge Estates*
7. The petitioner shall work with the Town of Davie and establish legal access through the dedication of an easement for the required length on the open space/trail parcel located at the northeastern portion of the subject site.

Attachment(s): Resolution, Planning Report, Plat

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING A PLAT KNOWN AS THE "STONE BRIDGE ESTATES" AND AUTHORIZING THE MAYOR AND TOWN CLERK TO ACKNOWLEDGE THE APPROVAL BY AFFIXING THE MAYOR'S SIGNATURE AND THE TOWN SEAL TO SAID PLAT; AND PROVIDING AN EFFECTIVE DATE..

WHEREAS, the proposed plat to be known as the "Stone Bridge Estates" was considered by the Town of Davie Planning and Zoning Board on February 14, 2007;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The plat known as the "Stone Bridge Estates" is hereby approved subject to the conditions stated on the planning report which is attached hereto as Exhibit "A" and made a part hereof.

SECTION 2. The Mayor is authorized to sign said plat on behalf of the Town and the Town Clerk is directed to affix the Town seal to said plat.

SECTION 3. Any improvements required to satisfy Traffic Concurrency should be located within the Town of Davie.

SECTION 4. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2007.

MAYOR/COUNCILMEMBER

Attest:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2007.

Exhibit “A”

Application: P 3-2-06 /06-07/Stonebridge Estates

Original Report Date: 10/23/06

Revision(s): 3/15/07, 4/20/07

TOWN OF DAVIE
Development Services Department
Planning & Zoning Division
Staff Report and Recommendation

Applicant Information

Owner:

Name: ECATS 2 LLC
C/O Rhon Ernest-Jones Consulting Engineers, Inc.
Address: 12500 West Atlantic Boulevard
City: Coral Springs, Florida 33071
Phone: (954) 344-9855

Petitioner:

Name: Rhon Ernest-Jones Consulting Engineers, Inc.
Address: 12500 West Atlantic Boulevard
City: Coral Springs, Florida 33071
Phone: (954) 344-9855

Background Information

Application Request: Approval of the plat known as the “Stone Bridge Estates”

Location: Generally located on the southwest corner of Southwest 26th Street and Flamingo Road

Future Land Use Plan Map: Residential 1 DU/AC

Existing Zoning: AG, Agricultural District

Proposed Zoning: R-1, Estate Dwelling District

Existing Use(s): Wood Stable

Parcel Size: 18.81 Acres (819,363 square feet)

Proposed Density: 1.10 Dwelling Units per Acre

Proposed Use(s): Seventeen (17) Single-Family Custom Homes on Builder Acre Lots

Surrounding Use(s):

North: Vacant Land
South: Stonebrooke Estates (Single-Family Homes)
East: Flamingo Road (Right-of Way)
West: Kapok & Peico Estates (Single-Family Homes)

Surrounding Land

Use Plan Map Designation(s):

Residential (1 DU/AC)
Residential (1 DU/AC)
Residential (1 DU/AC)
Residential (1 DU/AC)

Surrounding Zoning(s):

North: AG, Agricultural District
South: E, Estate District
East: AG, Agricultural District
West: AG, Agricultural District

Zoning History

Related Zoning History:

Previous Request(s) on same property: n/a

Concurrent Request on same property:

Rezoning Application (ZB 12-1-05), the petitioner requests to rezone the 18.81 acre subject site from AG, Agricultural District to R-1, Estate Dwelling District.

Master Site Plan Application (MSP 11-2-05), the petitioner requests master site plan approval to construct seventeen (17) single-family custom homes on builder acre lots.

Application Details

The applicant's SUBMISSION indicates the following:

1. *Site:* The subject site consists of 18.81 Acres (819,363 square feet)
2. *Restrictive Note:* The proposed plat is restricted to seventeen (17) single-family detached units.
3. *Access:* The proposed vehicular access into the development is located at the northeast corner of the subject site. Vehicular traffic enters at this corner off Flamingo Road through a dedicated access easement that shall be dedicated by the Town within the open space/trail parcel north of the subject site.
4. *Trails:* The Westridge – Robbins Park Trail is located along the eastern boundary line. Additionally, the petitioner received Town Council approval to vacate 15' of Southwest 26th Street on June 7, 2006. This parcel was then dedicated back to the Town as an open space/trail parcel for the Town's adopted greenway.
5. *Easements and Reservation:* The following easements are proposed by this plat:
 - a. Ten (10) foot utility easement along the perimeter boundary line.
 - b. Twenty (20) foot drainage easement along the outside (rear) of the residential lots.
 - c. Twenty (20) foot lake maintenance easement along the perimeter of the proposed 2.33 (101,490 square foot) acre lake.
 - d. Thirty by thirty (30 x 30) foot lift station easement located at the northwest corner of the subject site.
 - e. Fifty-five (55) foot canal reservation along the eastern boundary line.
6. *Dedications:* The following dedications are proposed by this plat:
 - a. Forty (40) foot public right-of-way (as per code) along the outside perimeter of the proposed lake and to the northeast corner of the subject site.
 - b. A portion of the one hundred (100) foot scenic corridor buffer along the eastern boundary line.
7. *Drainage:* The plat lies within Central Broward Water Control District. Approval from Central Broward Water Control District shall be obtained prior to issuance of any site development permit.

8. *Local Concurrency:* As required in the Land Development Code, Section 12-323, Adopted Level of Services, building permits shall not be obtained unless there is sufficient available capacity to sustain the level of service for Potable Water, Sanitary Sewer, Transportation, Drainage System, Solid Waste, Recreation, Police and Fire.
 9. *Compatibility:* The proposed seventeen (17) single-family custom home development is considered compatible with both existing and allowable uses on and adjacent to this property. The proposed residential use (Stone Bridge Estates) is consistent with the Town of Davie Comprehensive Plan and Land Development Code as it relates to access, location, and size.
-

Applicable Codes and Ordinances

The effective Code of Ordinances governing this project is the Town of Davie Land Development Code.

Article XII Subdivisions and Site Plans.

Land Development Code (Section 12-360(B)(1)) platting requirements.

Land Development Code (Section 12-366.1 (A) thru (D)) submission requirements for plats.

Land Development Code, Article XII of the Land Development Code, Subdivisions and Site Plans.

Land Development Code (Section 12-24), (I) (2) Estate Dwelling (R-1) District: The R-1 District is intended to implement the one (1) dwelling unit per acre residential classification of the Town of Davie Comprehensive Plan and to provide estate residential areas with most of the noncommercial agricultural uses permitted providing a transition from agricultural land to residential dwelling units.

Land Development Code (Section 12-287) Conventional Single-Family Development Standards, (A) Minimum parcel requirements, Minimum lot area: 35,000 sq. ft., Minimum Lot Frontage/Width: 125 ft., Minimum Lot Depth: n/a, Minimum DU Floor Area: 2,400 sq. ft., Max building coverage: 25%; (B) Front building setbacks 30-40 ft., Side building setbacks 25 ft., Rear building setback 30 ft., and Maximum height 30 ft.

Comprehensive Plan Considerations

Planning Area:

The subject property falls within Planning Area 2. Planning Area 2 includes the westernmost section of the Town north of Orange Drive and south of SW 14 Street, and bound on the west by Interstate 75 and on the east by SW 100 Avenue. The predominant existing and planned land use is single family residential at a density of one dwelling per acre.

Broward County Land Use Plan:

The subject site falls within Flexibility Zone 113.

Applicable Goals, Objectives & Policies:

Future Land Use Plan, Policy 17-3: Each development proposal shall be reviewed with respect to its compatibility with adjacent existing and planned uses.

Significant Development Review Committee (DRC) Comments

These following comments represent significant comments made by the Development Review Committee as part of the review process. All comments have been addressed unless otherwise indicated.

Planning and Zoning Division:

1. As per § 12-33 (L) (1) (a), provide the cubic yards of materials, including sand, gravel, rock or topsoil, to be removed not required for grading the premise.
2. Separate out and note each dedicated parcel within the proposed development (i.e. Lake Parcel, Scenic Corridor Parcel, Landscape Buffers, etc...). (*This comment has not been addressed*)

Engineering Division:

1. Provide 10' utility easement along all four boundaries.
 2. Illustrate entire road Right-of-Way for Flamingo Road.
-

Staff Analysis

The proposed "Stone Bridge Estates" plat is required since the petitioner desires to construct a single-family home development on the subject site. This proposed plat is consistent and does not exceed what was anticipated in the Comprehensive Plan as it was intended for residential 1 dwelling unit an acre lots. The traffic generated by this development can be accommodated by the adjacent roadway (Flamingo Road). Additionally, the plat meets the Land Development Code as it relates to lot size, width, depth, and intent.

Staff Findings of Fact

Staff finds that the proposed "Stone Bridge Estates" plat is in accordance with the Comprehensive Plan and Land Development Code as it relates to access, location, and size. The proposed single-family home development may be considered compatible with existing and future uses with surrounding properties.

Staff Recommendation

Staff finds the subject application complete and suitable for transmittal to the Planning and Zoning Board and Town Council for further consideration. In addition, the following conditions shall be met:

1. Shall be subject to sufficient capacity of the regional road network as determined by Broward County. In the event sufficient capacity is not met, the plat shall be deemed denied by the Town of Davie.
2. Provide the Planning and Zoning Division a Mylar copy of the plat upon recordation.
3. Relocate the access easement out of fifteen (15) foot drainage easement between lots 5 and 6.
4. Provide the monetary funds required for the Town to construct the Westridge Trail system along the eastern boundary line.
5. Vacation application shall be submitted and approved by Town Council for Southwest 127th Avenue along the northwest portion of the subject site.
6. Contingent upon approval of the following development applications:
 - a. *Master Site Plan Application (MSP 11-2-05), Stonebridge Estates*
 - b. *Rezoning Application (ZB 11-1-05), Stonebridge Estates*
7. The petitioner shall work with the Town of Davie and establish legal access through the dedication of an easement for the required length on the open space/trail parcel located at the northeastern portion of the subject site.

Planning and Zoning Board Recommendation

At the February 14, 2007 Planning and Zoning Board meeting, Mr. Busey made a motion, seconded by Ms. Turin, to approve subject to the understanding that the Board was not making a judgment on the appropriateness of the SW 26th Street access. **(Motion carried 3-0, Chair Bender and Mr. Stevens were absent)**

(Planner's Note: The Planning and Zoning Board based their recommendation solely on the plat application. The sensitivity relating to the vacation application of Southwest 26th Street was not part of the motion, only a proposed easement located at the northwest corner of the subject site on the open space/trail parcel was considered for access.)

Town Council Action

At the April 4, 2007 Town Council meeting, plat application, P 3-2-06/Stonebridge Estates was tabled to the May 2, 2007 meeting. **(Motion carried 5-0)**

Exhibits

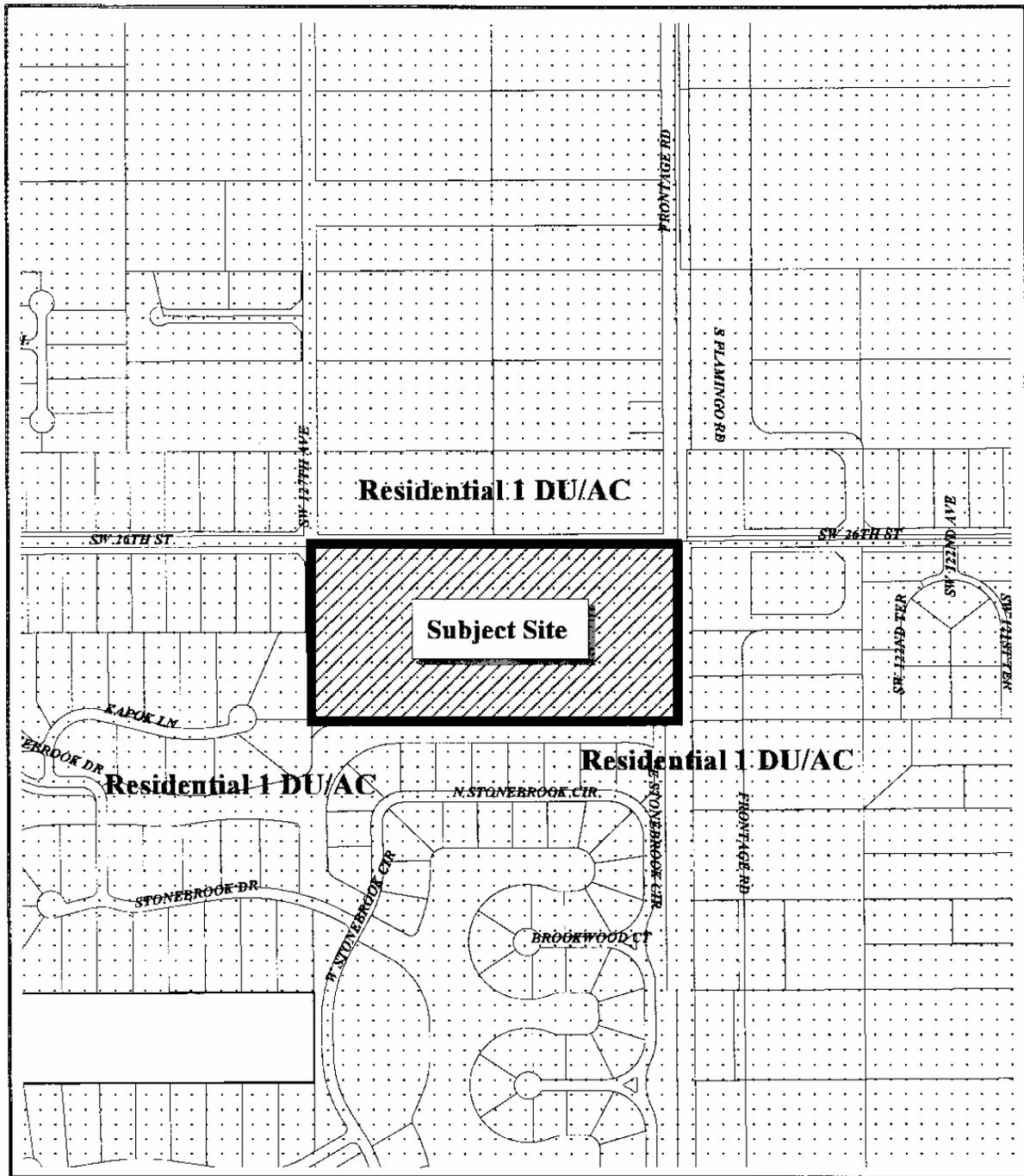
1. Future Land Use Plan Map
 2. Zoning and Aerial Map
-

Prepared by: _____

Reviewed by: _____

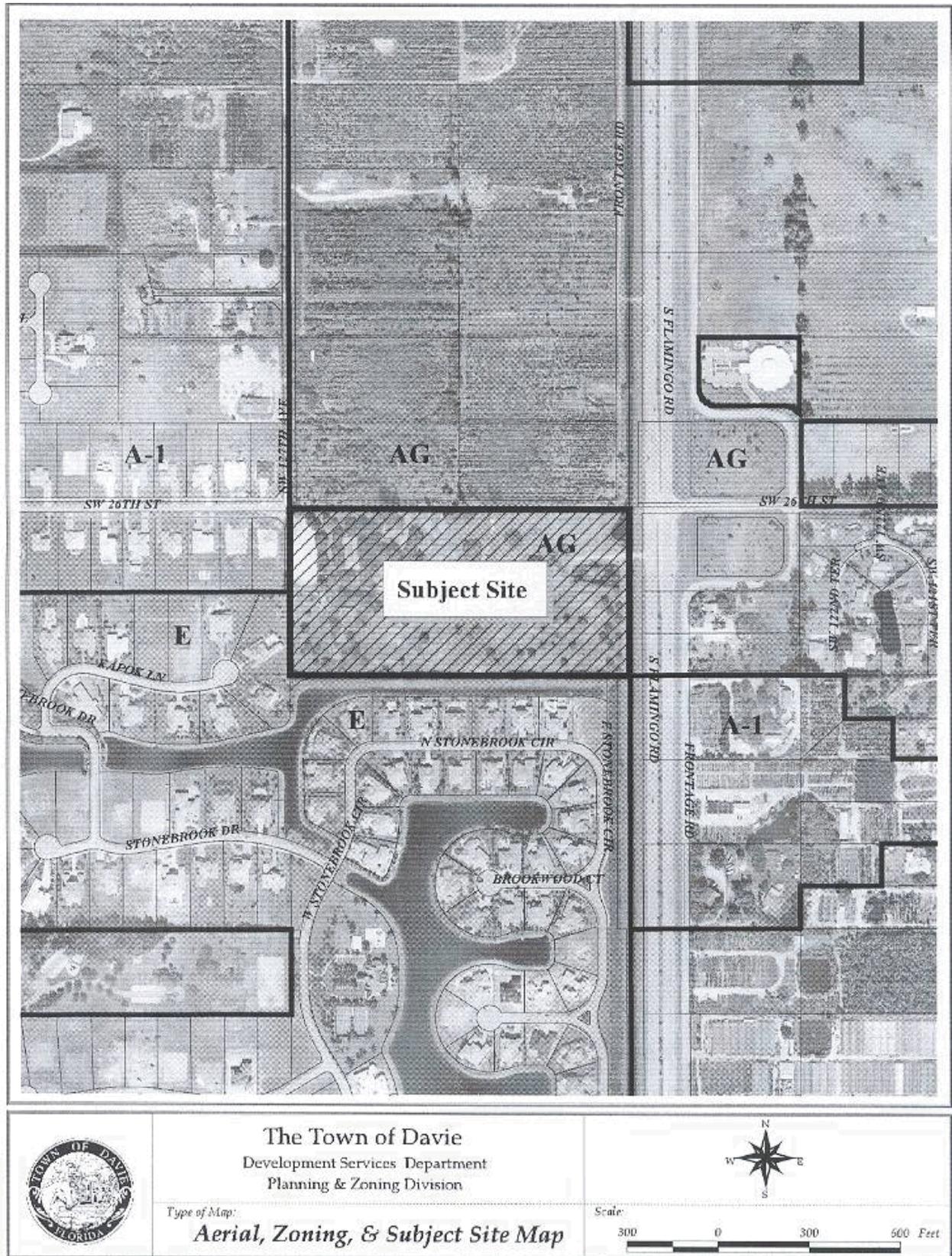
File Location: P&Z\David Abramson\Applications\P_Plat\P_06\P 3-2-06 Stone Bridge Estates

Exhibit 1 (Future Land Use Plan Map)



	<p>The Town of Davie Development Services Department Planning & Zoning Division</p> <p>Type of Map: Aerial, Zoning, & Subject Site Map</p>	<p>Scale: 300 0 300 600 Feet</p>
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Exhibit 2 (Aerial, Zoning, and Subject Map)



The Town of Davie
Development Services Department
Planning & Zoning Division

Type of Map:
Aerial, Zoning, & Subject Site Map



APPROVAL OF CONSENT AGENDA

**TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT**

TO: Mayor and Councilmembers

FROM/PHONE: Mark A. Kutney, AICP, Development Services Director/ (954) 797-1101

PREPARED BY: Carlo F. Galluccio III Planning Aide

SUBJECT: TU 3-2-07, Commerce Bank, 5997 Stirling Rd., Davie, FL 33324

AFFECTED DISTRICT: District 2

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: Temporary Use Permit for the Commerce Bank Construction Trailer

REPORT IN BRIEF: The petitioner (Turner Construction) is requesting approval for a temporary use permit for a construction trailer in conjunction with the Commerce Bank project. The construction trailer will be placed on the northwest corner of the property, twenty-five (25) feet from the north property line and twenty (20) feet from the west property line. The construction trailer will be located inside the fenced construction area on the property for security purposes. The construction trailer will not provide restroom facilities. The construction trailer will be removed upon the issuance of the certificate of occupancy (CO).

DURATION OF EVENT: The construction trailer will be removed upon the issuance of the certificate of occupancy (CO).

As per. DIVISION 6. TEMPORARY USE PERMIT PROCEDURE, Section 12-319 of the Land Development Code requires that three (3) criteria be met for temporary use permits:

- (1) Any nuisance or hazardous features involved is suitably separated from adjacent uses;
- (2) Excessive Vehicular traffic will not be generated on minor residential streets; and,
- (3) A vehicular parking problem will not be created.

Staff finds that temporary construction trailer will be adequately separated from adjacent uses, there will be no traffic generated on minor residential streets, and a vehicle parking problem is not anticipated. In addition, the following conditions apply:

- (1) **Any temporary use authorized by Town Council shall be approved and accepted as to all terms and conditions by the applicant in writing within ten (10) days of the date such temporary use is authorized.** The applicant shall file such authorization with the Development Services Department.
- (2) A building permit must be secured prior to the placement of the construction trailer.

PREVIOUS ACTIONS: None

CONCURRENCES: None

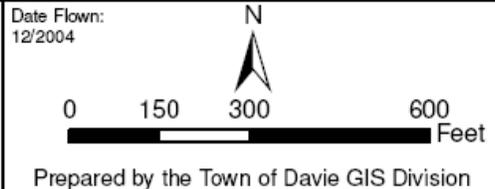
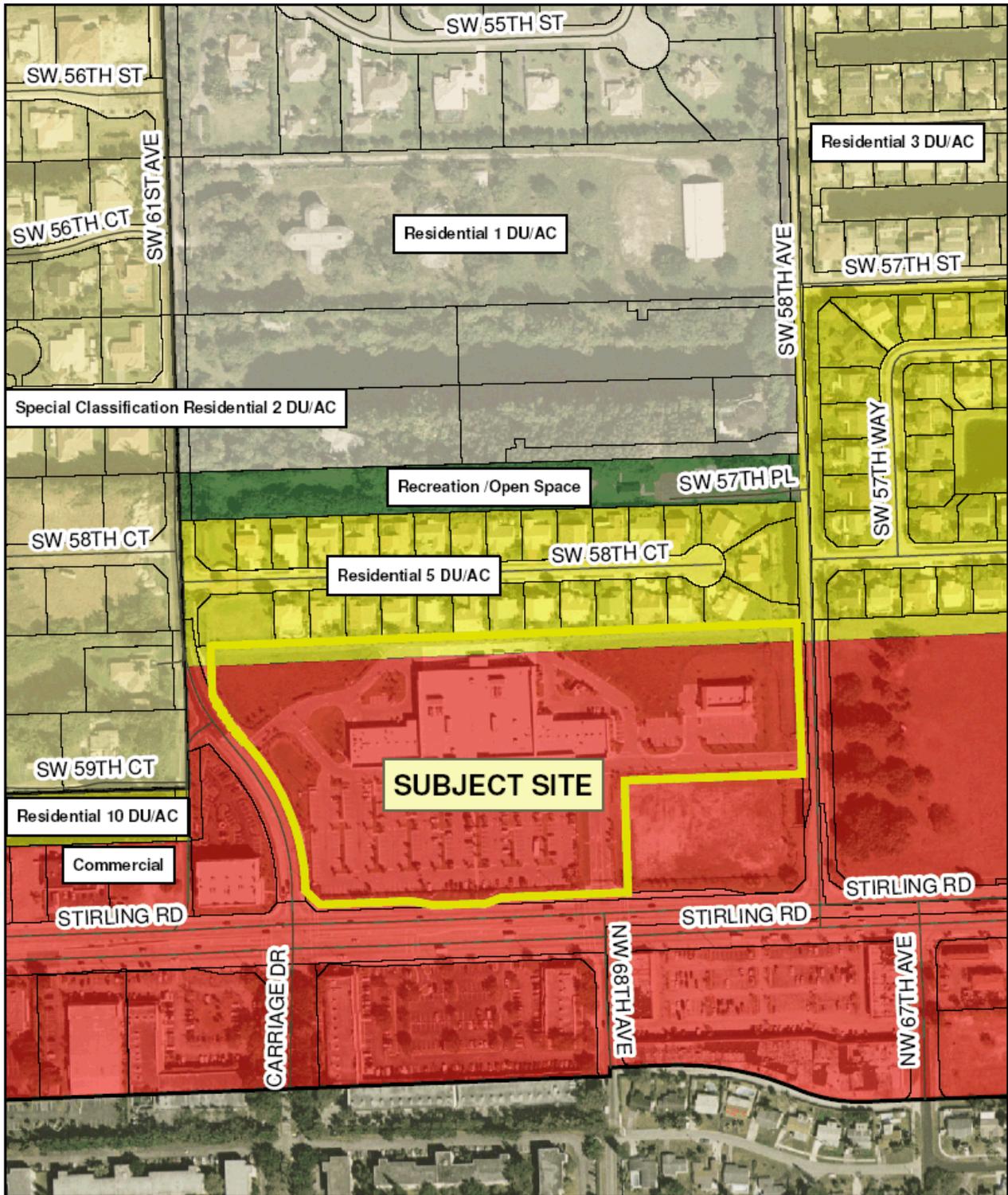
FISCAL IMPACT: not applicable

Has request been budgeted? n/a

RECOMMENDATION(S): Staff finds the subject application complete and suitable for transmittal to Town Council for further consideration

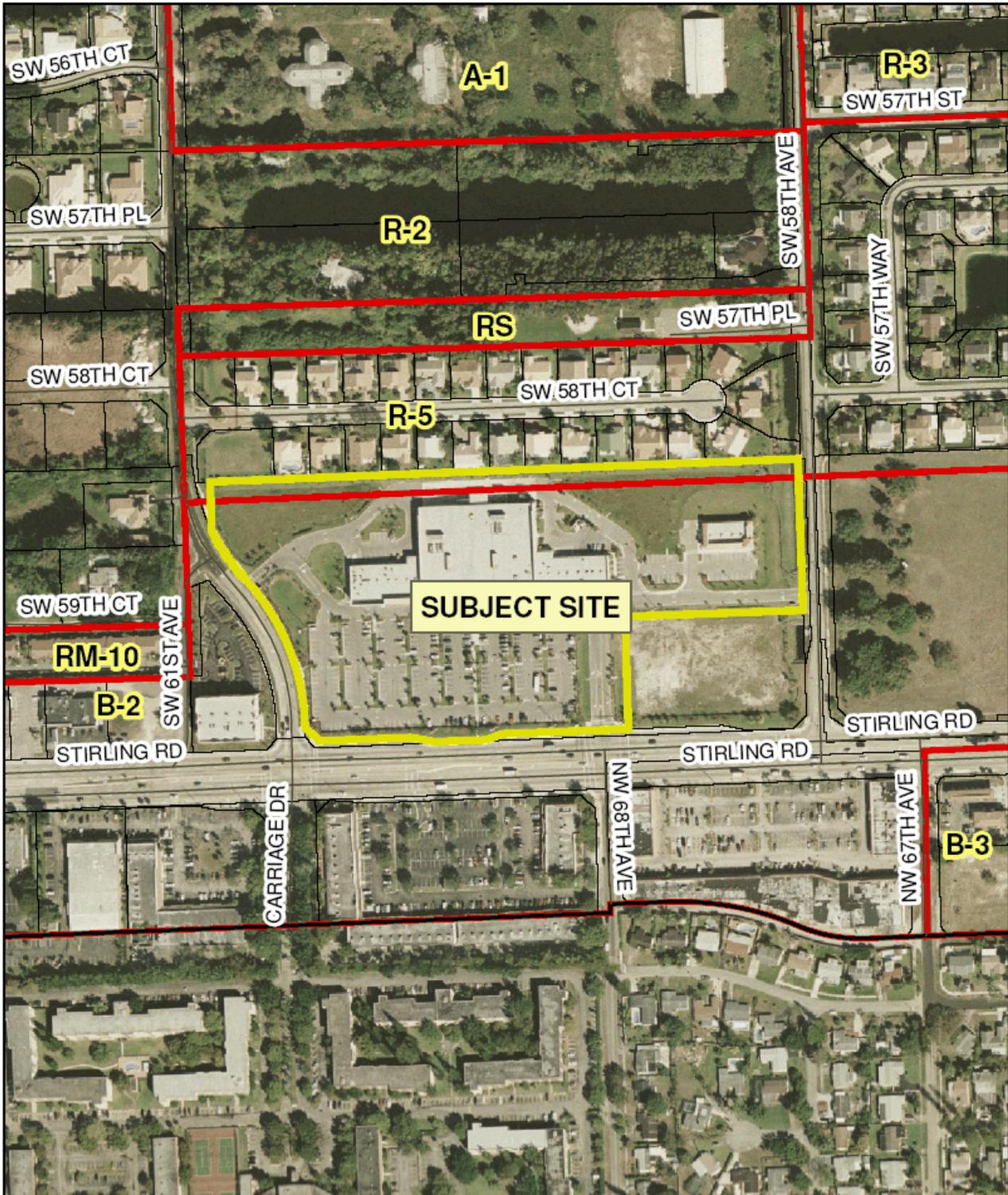
Attachment(s): Subject site map, Future Land Use Plan Map, Zoning Map

Attachment: Future Land Use Map



Temporary Use
 TU 3-2-07
 Future Land Use Map
 Prepared by: ID
 Date Prepared: 4/9/07

Attachment: Zoning and Aerial map



	<p>Date Flown: 12/2004</p> <p style="text-align: center;">N</p> <p style="text-align: center;">0 150 300 600 Feet</p> <p>Prepared by the Town of Davie GIS Division</p>	<p style="text-align: center;">Temporary Use TU 3-2-07 Zoning and Aerial Map</p> <p>Prepared by: ID Date Prepared: 4/9/07</p>
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TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Mark Kutney, AICP, Development Services Director / (954) 797-1101

PREPARED BY: Prepared by: Carlo F. Galluccio III Planning Aide

SUBJECT: TU 4-1-07; Young at Art, Inc., 11584 W. State Road 84, Davie, FL 33325

AFFECTED DISTRICT: District 3

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: Temporary Use Permit for Young at Art - Children's Museum

REPORT IN BRIEF: The petitioner (Young at Art Children Museum) is requesting a Temporary Use Permit for the annual Children's Festival of the Arts. The Children's Museum is located in "The Plaza" at the southwest corner of State Road 84 and Hiatus Road. This year's event will be located at the Town of Davie Robbin's Lodge Park at 4005 Hiatus Road. The event will consist of three tents for the children to sell their Art work they have made through out the year. The event is proposed to take place on Saturday, May 12, 2007 from 10:00 am to 5:00 pm. A satisfactory site plan accurately depicting all details of the request has been reviewed by the Development Review Committee (DRC) and is attached.

DURATION OF EVENT: The duration of the request is Saturday, May 12, 2007 from 10:00 am to 5:00 pm.

Section 12-319 of the Land Development Code requires that three (3) criteria be meeting for temporary use permits:

- (1) Any nuisance or hazardous features involved are suitably separated from adjacent uses;
- (2) Excessive Vehicular traffic will not be generated on minor residential streets; and,
- (3) A vehicular parking problem will not be created.

Staff finds that the Young at Art activities will be suitably separated from adjacent uses, there will be no traffic generated on minor residential streets, and a vehicle-parking problem is not anticipated. In addition, the following conditions apply:

- (1) Any temporary use authorized by Town Council shall be approved and accepted as to all terms and conditions by the applicant in writing within ten (10) days of the date such temporary use is authorized. The applicant shall file such authorization with the Development Services Department.
- (2) A building permit must be secured prior to the event.
- (3) All concerns and comments as identified by reviewing agencies on the building permit must be addressed prior to the issuance of a building permit.

- (4) Provide proper traffic control devices, such as barricades or cones, around the canopies.
- (5) Follow criteria of Davie Fire-Rescue document concerning Canopies and Tents in all appropriate areas.

PREVIOUS ACTIONS:

CONCURRENCES: none

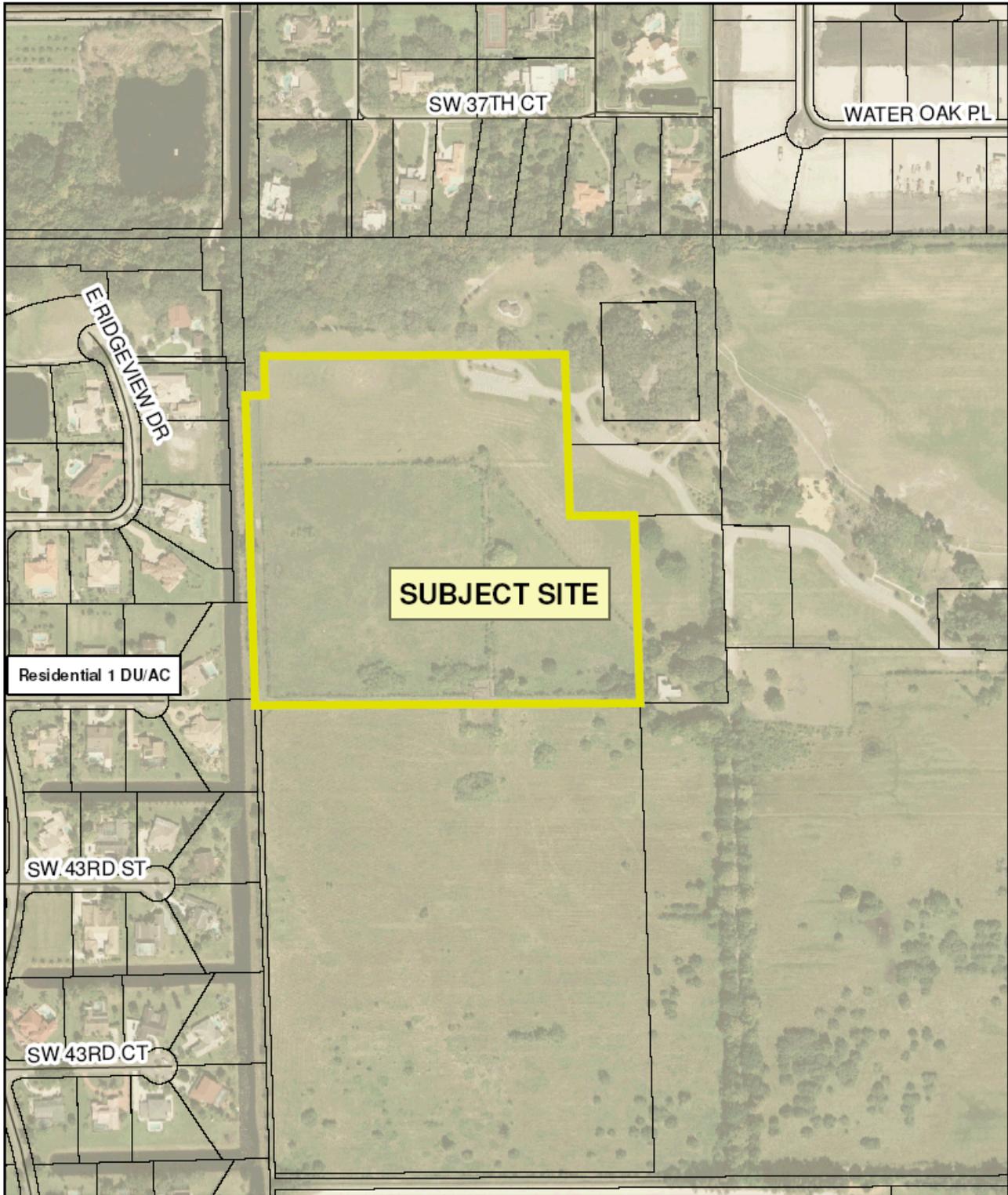
FISCAL IMPACT: not applicable

Has request been budgeted? n/a

RECOMMENDATION(S): Staff finds the subject application complete and suitable for transmittal to Town Council for further consideration.

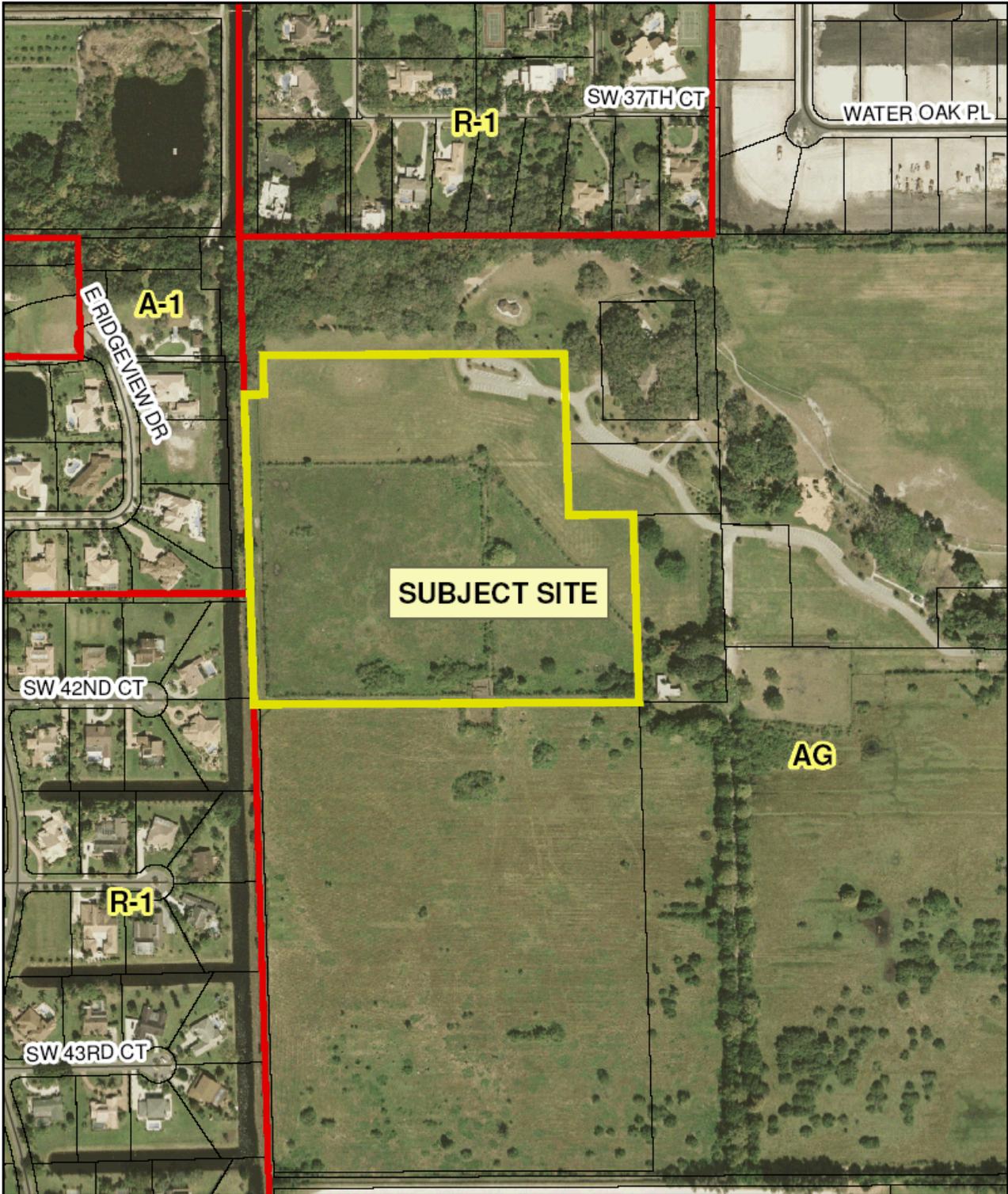
Attachment(s): Site Plan, Future Land Use, Zoning Map

Attachment: Future Land Use Map



	<p>Date Flown: 12/2004</p> <p>N</p>  <p>0 150 300 600 Feet</p>	<p>Temporary Use TU 4-01-07 Future Land Use Map</p>
<p>Prepared by the Town of Davie GIS Division</p>		<p>Prepared by: ID Date Prepared: 4/9/07</p>

Attachment: Zoning and Aerial map



Date Flown: 12/2004

0 150 300 600 Feet

Prepared by the Town of Davie GIS Division

Temporary Use
TU 4-01-07
Zoning and Aerial Map

Prepared by: ID
Date Prepared: 4/9/07

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TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Mark A. Kutney, AICP, Development Services Director / (954) 797-1101

PREPARED BY: David M. Abramson, Acting Deputy Planning and Zoning Manager

SUBJECT: Master Site Plan Application: MSP 11-2-05/06-07/Stonebridge Estates, Generally located on the southwest corner of Southwest 26th Street and Flamingo Road

AFFECTED DISTRICT: District 4

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: MSP 11-2-05/06-07/Stonebridge Estates

REPORT IN BRIEF:

The subject site is approximately 18.81 acres (819,363 square feet) in size and is located on the southwest corner of Southwest 26th Street and Flamingo Road. The petitioner is proposing a seventeen (17) custom single-family home development. The subject site currently consist of a wood stable and has a proposed zoning district of R-1, Estate Dwelling District with an underlying land use designation of Residential 1 DU/AC. To the north of the subject site are vacant parcels zoned AG, Agricultural District, to the east is Flamingo Road, to the south are single-family dwellings zoned E, Estate District, and to the west is a single-family dwelling zoned E, Estate District/AG, Agricultural District and Southwest 127th Avenue.

The petitioner's site layout appears to be consistent with the design principles of Rural Lifestyle requirements. The streets within the development are in a forty (40) foot public right-of-way and swales are provided to accommodate street trees. Pedestrian movement has been considered throughout this residential development with sidewalks provided on the lot side of the interior streets, an access point to and from Flamingo Road right-of-way, and a seven (7) foot recreational between lots (5) and (6) to the Greenways trail, north of the subject site.

The petitioner proposes that all seventeen (17) lots be built with custom homes. All proposed custom homes must be consistent with the anti-monotony principles required by the Rural Lifestyle Initiative (RLI). If the developer wishes to offer model homes instead of custom homes on these lots, the models shall be approved by the Site Plan Committee.

The petitioner proposes vehicular access into the development from the northeast corner of the subject site. Vehicular traffic enters at this corner off Flamingo Road through a proposed access easement. The Town will be required to dedicate this access easement within the open space/trail parcel north of the subject site. The Land Development Code requires a minimum of two (2) parking spaces each custom single-family home. The total required number of spaces is thirty-four (34) based on number of lots/custom single-family dwelling units. The petitioner's propose custom homes with garages and driveways shall meet this requirement.

The petitioner's proposed single-family custom home residential development can be considered compatible with both existing and allowable uses on and adjacent to the property. Furthermore, the proposed Master Site Plan Application should maintain the existing Town of Davie rural living environment.

PREVIOUS ACTIONS:

At the April 4, 2007 Town Council meeting, master site plan application MSP 11-2-05 was tabled to the May 2, 2007 meeting. At this meeting, the Town Council made the following provisions: Central Broward Water Control District (CBWCD) review; tree survey & relocation, protection from vehicle on radius; decorative guardrail around water body; redesigning lot 6 because of oak trees; stone-walk along bridge; bonding for trees; brick pavers; revised plat for review. **(Motion carried 5-0)**

CONCURRENCES:

At the February 6, 2007 Site Plan Committee meeting, Ms. Aitken made a motion, seconded by Ms. Lee, to table to March 13, 2007, subject to meeting with the Town's Urban Forester and Ms. Lee in order to walk the site and assess the buffer issue as well as label trees as discussed; subject to the Development Review Agency's [Committee's] comments; subject to staff's recommendations; and the following provisions: 1) exclude the ten-foot buffer at the northeast corner entrance from lot '2' and adjust the square footage of that lot accordingly; 2) install pavers or stamped concrete across the road to delineate the horse trail crossing with a fence and bollards installed to prevent motor vehicles from accessing the horse trail; 3) add a fence in addition to the hedge between the horse trail and the lots in the northern section at the time of lot construction so people do not incorporate the horse trails into their backyards; 4) site plan approval will be required for each individual house; 5) change the horse trail surface to stabilized sod; 6) provide a perimeter hedge along the buffer on Flamingo Road; and 7) continue the recreational trail coming from the northern boundary line along the west side of the entrance road until it reaches the sidewalk. **(Motion carried 3-0, Chair Breslau and Mr. Engel were absent)**

At the March 13, 2007 Site Plan Committee meeting, Mr. Evans made a motion, seconded by Mr. Engel, to approve based on the seven items left over from the last meeting and the following: 1) that the applicant provide tree wells or retaining walls as required for the trees which were to remain and which the applicant would build around; 2) that the entrance road would not have any driveways connected onto it (just for that length of road that comes from Flamingo Road down to the loop); 3) check with Central Broward Water Control District on the berm and drainage easement; 4) add the sidewalk on the west side of the entrance road that enters the loop; 5) add 2x4 wood barricades for tree protection on all trees slated to remain on the tree landscape plan; 6) have a minimum Code black vinyl chain-link fence that separates the recreation trail from the site to be constructed before land development and to have gates from each lot into that pedestrian trail; 7) that the sheet L-1, dated 3/6/07 mitigation, will be done before the first certificate of occupancy is issued at this project; 8) that the southern property line and a portion of the western property line be cleaned up and the fence repaired (clean up is defined as removing the "invasive and exotics" on the applicant's property and those that have fallen onto the applicant's property); 9) that on each of the seven southern lots and when the landscaping was installed for the house that was being built, that four Oak trees 14-foot tall, be planted on each of those lots in addition to the Code requirement; and 10) that if the Central Broward Water Control District does not grant the variances that are needed, return to show the revisions to the Committee. **(Motion carried 5-0)**

FISCAL IMPACT: not applicable

Has request been budgeted? n/a

RECOMMENDATION(S):

Staff finds the subject application complete and suitable for transmittal to the Planning and Zoning Board and Town Council for further consideration. In addition, the following conditions shall be met:

8. Shall be subject to sufficient capacity of the regional road network as determined by Broward County. In the event sufficient capacity is not met, the plat shall be deemed denied by the Town of Davie.
9. Provide the Planning and Zoning Division a Mylar copy of the plat upon recordation.
10. Relocate the access easement out of fifteen (15) foot drainage easement between lots 5 and 6.
11. Provide the monetary funds required for the Town to construct the Westridge Trail system along the eastern boundary line.
12. Vacation application shall be submitted and approved by Town Council for Southwest 127th Avenue along the northwest portion of the subject site.
13. Contingent upon approval of the following development applications:
 - a. *Master Site Plan Application (MSP 11-2-05), Stonebridge Estates*
 - b. *Rezoning Application (ZB 11-1-05), Stonebridge Estates*
14. The petitioner shall work with the Town of Davie and establish legal access through the dedication of an easement for the required length on the open space/trail parcel located at the northeastern portion of the subject site.

Attachment(s): Staff Report, Site Plan

Exhibit "A"

Application: MSP 11-2-05/06-07/Stonebridge Estates

Original Report Date: 1/25/07

Revision(s): 3/6/07, 3/15/07, 4/20/07

TOWN OF DAVIE
Development Services Department
Planning & Zoning Division
Staff Report and Recommendation

Applicant Information

Owner:

Name: ECATS 2 LLC
C/O Rhon Ernest-Jones Consulting Engineers, Inc.
Address: 12500 West Atlantic Boulevard
City: Coral Springs, Florida 33071
Phone: (954) 344-9855

Petitioner:

Name: Rhon Ernest-Jones Consulting Engineers, Inc.
Address: 12500 West Atlantic Boulevard
City: Coral Springs, Florida 33071
Phone: (954) 344-9855

Background Information

Application Request: The petitioner requests Master Site Plan approval for single-family custom homes residential development

Location: Generally located on the southwest corner of Southwest 26th Street and Flamingo Road

Future Land Use Plan Map: Residential 1 DU/AC

Existing Zoning: AG, Agricultural District

Proposed Zoning: R-1, Estate Dwelling District

Existing Use(s): Wood Stable

Parcel Size: 18.81 Acres (819,363 square feet)

Proposed Density: .9 Dwelling Units Per Acre

Proposed Use(s): Seventeen (17) Single-Family Custom Homes on Builder Acre Lots

Surrounding Use(s):

North: Vacant Land
South: Stonebrooke Estates (Single-Family Homes)
East: Flamingo Road (Right-of Way)
West: Kapok & Peico Estates (Single-Family Homes)

Surrounding Land

Use Plan Map Designation(s):

Residential (1 DU/AC)
Residential (1 DU/AC)
Residential (1 DU/AC)
Residential (1 DU/AC)

Surrounding Zoning(s):

North: AG, Agricultural District
South: E, Estate District
East: AG, Agricultural District
West: AG, Agricultural District

Zoning History

Related Zoning History:

Records indicate that the existing Future Land Use Plan Map designation and Zoning classification were in place at the time of annexation.

Previous Request(s) on same property: n/a

Concurrent Request on same property:

Rezoning Application (ZB 12-1-05), the petitioner requests to rezone the 18.81 acre subject site from AG, Agricultural District to R-1, Estate Dwelling District.

Plat Application (P 3-2-06), the petitioner requests plat approval to construct seventeen (17) single-family custom homes on builder acre lots.

Applicable Codes and Ordinances

The effective Code of Ordinances governing this project is the Town of Davie Land Development Code.

Land Development Code, Article XII of the Land Development Code, Subdivisions and Site Plans.

Land Development Code, Article IX of the Land Development Code, Rural Lifestyle Regulations.

Land Development Code, §12-208 (A) (7), Requirements for off-street parking. Dwelling, single family, two (2) spaces for each dwelling unit.

Land Development Code (Section 12-24), (I) (2) Estate Dwelling (R-1) District: The R-1 District is intended to implement the one (1) dwelling unit per acre residential classification of the Town of Davie Comprehensive Plan and to provide estate residential areas with most of the noncommercial agricultural uses permitted providing a transition from agricultural land to residential dwelling units.

Land Development Code (Section 12-287) Conventional Single-Family Development Standards, (A) Minimum parcel requirements, Minimum lot area: 35,000 sq. ft., Minimum Lot Frontage/Width: 125 ft., Minimum Lot Depth: n/a, Minimum DU Floor Area: 2,400 sq. ft., Max building coverage: 25%; (B) Front building setbacks 30-40 ft., Side building setbacks 25 ft., Rear building setback 30 ft., and Maximum height 30 ft.

Land Development Code, (Section 12-33(L)(1)(a), Excavation Prohibited; Exception, It shall be unlawful to remove any material, including sand, gravel, rock or topsoil, from the premises except surplus not required for grading of the premise. Such surplus materials in excess of two hundred fifty (250) cubic yards may be removed from the premises only after the issuance of a special permit has been approved by the Town Council.

Land Development Code, (Section 12-373, Expiration of Site Plans, All site plans approved pursuant to this section shall expire twelve (12) months from the date of approval, which expiration shall automatically occur without further notice to the applicant for whom said plan was approved unless a Town of Davie construction permit is secured and maintained pursuant to the approved site plan.

Comprehensive Plan Considerations

Planning Area:

The subject property falls within Planning Area 2. Planning Area 2 includes the westernmost section of the Town north of Orange Drive and south of SW 14 Street, and bound on the west by Interstate 75 and on the east by SW 100 Avenue. The predominant existing and planned land use is single family residential at a density of one dwelling per acre.

Broward County Land Use Plan:

The subject site falls within Flexibility Zone 113.

Applicable Goals, Objectives & Policies:

Future Land Use Plan, Policy 5-2: The (re)zoning, (re)planning, and site planning of land shall be in compliance with the density ranges shown on the Davie Future Land Use Plan map and the applicable Future Land Use Designation provisions as contained in the Permitted Use portion of the Implementation Section.

Future Land Use Plan, Policy 17-3: Each development proposal shall be reviewed with respect to its compatibility with adjacent existing and planned uses.

Application Details

The petitioner's submission indicates the following:

1. *Site:* The subject site is approximately 18.81 acres (819,363 square feet) in size and is located on the southwest corner of Southwest 26th Street and Flamingo Road. The petitioner is proposing a seventeen (17) custom single-family home development. The subject site currently consist of a wood stable and has a proposed zoning district of R-1, Estate Dwelling District with an underlying land use designation of Residential 1 DU/AC. To the north of the subject site is vacant parcels zoned AG, Agricultural District, to the east is Flamingo Road, to the south are single-family dwellings zoned E, Estate District, and to the west is a single-family dwelling zoned E, Estate District/AG, Agricultural District and Southwest 127th Avenue.

The petitioner's site layout appears to be consistent with the design principles of Rural Lifestyle requirements. The streets within the development are in a forty (40) foot public right-of-way and swales are provided to accommodate street trees. Pedestrian movement has been considered throughout this residential development with sidewalks provided on the lot side of the interior streets, an access point to and from Flamingo Road right-of-way, and a seven (7) foot recreational between lots (5) and (6) to the Greenways trail, north of the subject site.

2. *Architecture:* The petitioner proposes that all seventeen (17) lots be built with custom homes. All proposed custom homes must be consistent with the anti-monotony principles required by the Rural Lifestyle Initiative (RLI). If the developer wishes to offer model homes instead of custom homes on these lots, the models shall be approved by the Site Plan Committee.
3. *Access and Parking:* The petitioner proposes vehicular access into the development from the northeast corner of the subject site. Vehicular traffic enters at this corner off Flamingo Road through an access easement. The Town will be required to dedicate this access easement within the open space/trail parcel north of the subject site.

Land Development Code requires a minimum of two (2) parking spaces each custom single-family home. The total required number of spaces is thirty-four (34) based on number of lots/custom single-family dwelling units. The petitioner's propose custom homes with garages and driveways shall meet this requirement.

4. *Lighting:* The lighting plan design meets Land Development Code requirements with an average maintained illumination of not less than one (1) foot-candle in the pavement areas, and not less one-half (.5) foot-candle of light measured at grade level.
5. *Signage:* Signage is not part of this Master Site Plan application. All signs shall meet code prior to the issuance of a building permit.
6. *Landscaping:* The petitioner's site plan meets the minimum requirements as indicated in the Town of Davie, Land Development Code, and R-1, Estate Dwelling District. The landscape plan indicates that Live Oaks, Satin Leaf, Gumbo Limbo, Slash Pine, and White Geiger are provided along the rights-of-way of the subject site. All plant material within the required twenty-five (25) by twenty-five (25) foot site triangle are a maximum of thirty-six (36) inches in height. Furthermore, all trees on site are maintaining a minimum of 15' from light poles.
7. *Drainage:* The petitioner proposes a 2.33 acre lake in the center of the subject site. Additionally, between the several residential lots are proposed fifteen (15) foot drainage easements. It is important to note that the subject site lies within Central Broward Drainage District. Approval from Central Broward Drainage District shall be obtained prior to final Planning and Zoning Divisions signing off of site plans and the issuance of any site development permit.
8. *Trails:* The Westridge – Robbins Park Trail is located along the eastern boundary line. Additionally, the petitioner received Town Council approval to vacate 15' of Southwest 26th Street on June 7, 2006. This parcel was then dedicated back to the Town as an open space/trail parcel for the Town's adopted greenway.
9. *Flexibility Rule:* The petitioner is not proposing to utilize the Flexibility Rule for additional residential units in accordance with this Master Site Plan Application.
10. *Waiver Request(s):* The petitioner is not requesting any waivers in accordance with this Mater Site Plan Application.
11. *Local Concurrency:* As required in the Land Development Code, Section 12-323, Adopted Level of Services, building permits shall not be obtained unless there is sufficient available capacity to sustain the level of service for Potable Water, Sanitary Sewer, Transportation, Drainage System, Solid Waste, Recreation, Police and Fire.
12. *Compatibility:* The petitioner's proposed single-family custom home residential development can be considered compatible with both existing and allowable uses on and adjacent to the property. Furthermore, the proposed Master Site Plan Application should maintain the existing Town of Davie rural living environment.

Significant Development Review Agency Comments

The following comments represent significant comments made by the Development Review Committee as part of the review process. All comments have been addressed unless otherwise indicated.

Planning and Zoning Division:

1. This development application requires Central Broward Water Control District (CBWCD) approval prior to a scheduled Town Council Meeting. The petitioner may proceed with this application provided that a letter of acknowledgement, indicating the petitioner and owner have been informed by staff that this item may be tabled by Town of Davie Council without the proper CBWCD approval.
2. As per § 12-107 (A) (5), a required ten (10) foot landscape buffer is required along a portion of northeast boundary (parallel to proposed entrance) of the subject site.
3. The development of the Greenway along the northern boundary line shall consist of all the required planting material by Council approved cross-section.
4. The western portion of proposed access on Southwest 26th Street (entrance) is not closed off.
5. Lots 1, 7, 9, 10, 12, and 16 shall meet the minimum lot frontage of 125'. This may be accomplished through dedicating an access easement at the pole portion of the flag shape lots or adjusting the front setbacks accordingly.
6. Since lots 2 and 3 propose access off the main entrance road into the development, the front setback lines must be amended accordingly.
7. Separate out each dedicated parcel within the proposed development (i.e. Lake Parcel, Scenic Corridor Parcel, etc...). Additionally, provide the parcel name and size.
8. Provide the meets-and-bounds for all individual lots and dedicated parcels, remove unnecessary residential lot dimensions.
9. Provide the required setbacks for the proposed monument sign located at the north east corner of the proposed development. If placed in dedicated parcel to the Town, a developer's agreement is required. Additionally, the height and design (post sign) of the monument/wall sign does not meet code.
10. Provide a deceleration lane leading off Flamingo Road onto Southwest 26th Street (entrance) that will be required by FDOT.
11. As per §12-102 (O), Invasive exotic plant material. As a condition of development approval, the property owner shall remove all invasive exotic plant species from the property.

Engineering Division:

1. Provide 10 ft utility easement along all four boundaries. Utility easement cannot be located in proposed berm.
2. Provide an additional 10 ft equestrian easement along the northern boundary for a recreational trail. The Town is requesting the 10 ft equestrian trail be shown.
3. Provide 8 ft street swale for water quality treatment prior to sheet flow to the lake. Revise cross section "A-A." Only a 4 ft street swale is shown.
4. Provide a 10 ft roadway easement adjacent to northern boundary line from the eastern plat limit to the west of the proposed entrance opening (Approximately 170 ft west of eastern boundary line).
5. Provide 25 ft by 25 ft road right-of-way in the northwest corner of site for SW 127th Avenue and SW 26th Street intersections.
6. Relocate 30 ft by 30 ft lift station to the south of dedicated 25 ft by 25 ft road right-of-way or to a new location on site.
7. Show entire road right-of-way for Flamingo Road.

8. Provide drainage easement in conformance with CBWCD. CBWCD approval is required for the proposed drainage easements.
 9. Construct recreational trail along northern boundary line and within the road right-of-way area. The trail will be constructed along the northern boundary from the western portion of proposed entrance to SW 127th Avenue.
-

Public Participation

The public participation process provides the ability for citizens of the Town of Davie to actively participate in the Town's development procedures. The petitioner originally conducted meetings with the public on January 11, 2006 and January 18, 2006 at the Eastside Community Hall. Attached is the petitioner's citizen participation information.

Staff Analysis

The petitioner's site design meets the intent of the R-1, Estate Dwelling District. The propose Master Site Plan is consistent with the Comprehensive Plan and Land Development Code as it relates to access, location, size, and use. Development of this site as proposed does not exceed what was anticipated by the Future Land Use Plan Map designation.

Staff Findings of Fact

Staff finds that the Master Site Plan complies with the general purpose and intent of the R-1, Estate Dwelling District. Furthermore, the Master Site Plan is in conformance with all applicable Codes and Ordinances in terms of site design, circulation, setbacks and buffering, and parking requirements. The proposed Master Site Plan can be considered compatible with the surrounding uses and properties.

Staff Recommendation

Staff finds the application complete and suitable for transmittal to the Site Plan Committee and Town Council for further consideration.

1. Provide decorative (i.e. pavers) crosswalks at the entrance point of the development, as well as, internal sidewalk crossings.
2. Relocate the access easement out of fifteen (15) foot drainage easement between lots 5 and 6.
3. Provide the monetary funds required for the Town to construct the Westridge Trail system along the eastern boundary line.
4. Vacation application shall be submitted and approved by Town Council for Southwest 127th Avenue along the northwest portion of the subject site.
5. The Town of Davie shall dedicate an easement on the Open Space/Trail parcel to ensure access into the proposed residential development prior to Planning and Zoning Division's final sign-off of the three (3) Master Site Plan Packets.
6. Contingent upon approval of the following development applications:
 - a. *Plat Application (P 3-2-06), Stonebridge Estates*
 - b. *Rezoning Application (ZB 11-1-05), Stonebridge Estates*
7. The petitioner shall work with the Town of Davie and establish legal access through the dedication of an easement for the required length on the open space/trail parcel located at the northeastern portion of the subject site.

Site Plan Committee Recommendation

At the February 6, 2007 Site Plan Committee Meeting, Ms. Aitken made a motion, seconded by Ms. Lee, to table to March 13, 2007, subject to meeting with the Town's Urban Forester and Ms. Lee in order to walk the site and assess the buffer issue as well as label trees as discussed; subject to the Development Review Agency's [Committee's] comments; subject to staff's recommendations; and the following provisions: 1) exclude the ten-foot buffer at the northeast corner entrance from lot '2' and adjust the square footage of that lot accordingly; 2) install pavers or stamped concrete across the road to delineate the horse trail crossing with a fence and bollards installed to prevent motor vehicles from accessing the horse trail; 3) add a fence in addition to the hedge between the horse trail and the lots in the northern section at the time of lot construction so people do not incorporate the horse trails into their backyards; 4) site plan approval will be required for each individual house; 5) change the horse trail surface to stabilized sod; 6) provide a perimeter hedge along the buffer on Flamingo Road; and 7) continue the recreational trail coming from the northern boundary line along the west side of the entrance road until it reaches the sidewalk. **(Motion carried 3-0, Chair Breslau and Mr. Engel were absent)**

At the March 13, 2007 Site Plan Committee Meeting, Mr. Evans made a motion, seconded by Mr. Engel, to approve based on the seven items left over from the last meeting and the following: 1) that the applicant provide tree wells or retaining walls as required for the trees which were to remain and which the applicant would build around; 2) that the entrance road would not have any driveways connected onto it (just for that length of road that comes from Flamingo Road down to the loop); 3) check with Central Broward Water Control District on the berm and drainage easement; 4) add the sidewalk on the west side of the entrance road that enters the loop; 5) add 2x4 wood barricades for tree protection on all trees slated to remain on the tree landscape plan; 6) have a minimum Code black vinyl chain-link fence that separates the recreation trail from the site to be constructed before land development and to have gates from each lot into that pedestrian trail; 7) that the sheet L-1, dated 3/6/07 mitigation, will be done before the first certificate of occupancy is issued at this project; 8) that the southern property line and a portion of the western property line be cleaned up and the fence repaired (clean up is defined as removing the "invasive and exotics" on the applicant's property and those that have fallen onto the applicant's property); 9) that on each of the seven southern lots and when the landscaping was installed for the house that was being built, that four Oak trees 14-feet tall, be planted on each of those lots in addition to the Code requirement; and 10) that if the Central Broward Water Control District does not grant the variances that are needed, return to show the revisions to the Committee. **(Motion carried 5-0)**

Town Council Action

At the April 4, 2007 Town Council meeting, master site plan application MSP 11-2-05 was tabled to the May 2, 2007 meeting. At this meeting, the Town Council made the following provisions: Central Broward Water Control District (CBWCD) review; tree survey & relocation, protection from vehicle on radius; decorative guardrail around water body; redesigning lot 6 because of oak trees; stone-walk along bridge; bonding for trees; brick pavers; revised plat for review. **(Motion carried 5-0)**

Exhibits

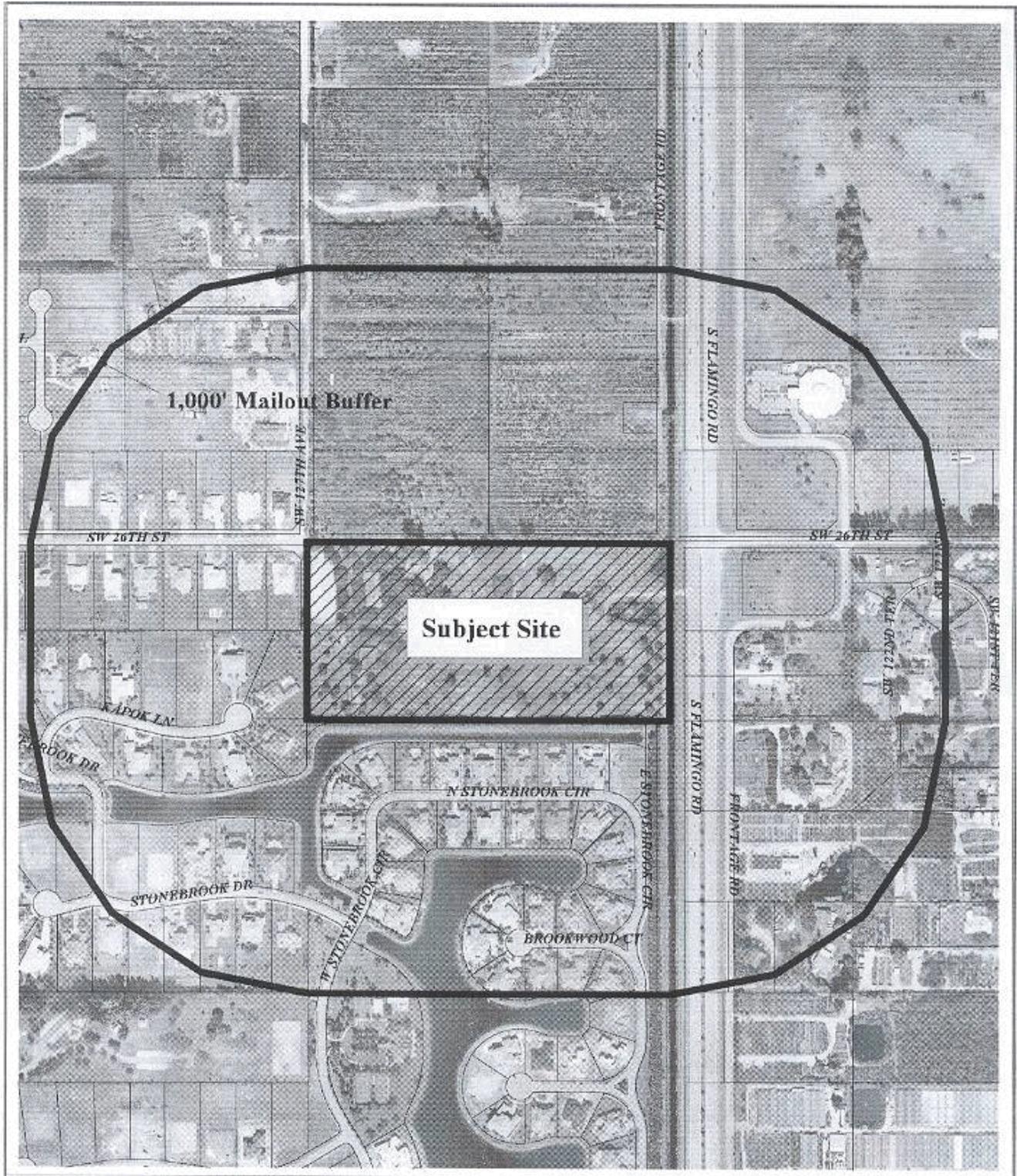
1. 1,000' Mail out Radius Map
 2. Property Owners within 1,000' of the Subject Site
 3. Public Participation Notice
 4. Public Participation Sign-in Sheet
 5. Public Participation Summaries
 6. Public Participation Report
 7. Future Land Use Plan Map
 8. Aerial, Zoning, and Subject Site Map
-

Prepared by: _____

Reviewed by: _____

File Location: P&Z\David Abramson\Applications\MSP_Master Site Plan\MSP_05\MSP 11-2-05 Stone Bridge Estates

Exhibit 1 (1,000' Mail out Radius Map)



The Town of Davie
Development Services Department
Planning & Zoning Division

Type of Map:

1,000' Mailout Buffer Map



Scale:



Exhibit 2 (Property Owners within 1,000' of Subject Site)

FOLIO	NAME	MAIL_ADDR	MAIL_ADDR1
504023090380	ABRAHAM,HARVEY S & CHARLOTTE G	12542 BROOKWOOD CT	DAVIE FL 33330
504023091050	AGUILAR,VIANCA P	12854 STONEBROOK DR	DAVIE FL 33330
504023091130	AIKMAN,NOELLE	12825 STONEBROOK DR	DAVIE FL 33330
504014130070	ALVAREZ,STEWART & AMY JO	12791 SW 26 ST	DAVIE FL 33325
504024010311	ANIMALS RECREATION &	2670 S FLAMINGO ROAD	DAVIE FL 33330-1302
504024010310	ANIMALS RECREATION &	2670 S FLAMINGO ROAD	DAVIE FL 33330
504023090400	ARMSTRONG,BRUCE	12543 BROOKWOOD CT	DAVIE FL 33330
504024010280	BANGE,PAUL E & NANCI	2950 S FLAMINGO RD	DAVIE FL 33330-1308
504024010282	BANGE,PAUL E & NANCI	2950 S FLAMINGO RD	DAVIE FL 33330-1308
504023091150	BARRAU,CARMEL & JOSEE LAMOUR	12765 STONEBROOK DR	DAVIE FL 33330
504023090530	BECERRA,MARIA E	2850 W STONEBROOK CIR	DAVIE FL 33330
504014130040	BENSON,HAYWARD STEPHAN	2017 NW 46 AVE #205A	LAUDERHILL FL 33313
504024010190	BLACKANN,ALISON L &	2751 SW 121 AVE	DAVIE FL 33330-1311
504024010181	BOVIE,JOSEPHINE	2695 SW 121ST TER	DAVIE FL 33330-1319
504023090570	BROWN,GARY L & MINDY H	2753 W STONEBROOK CIR	DAVIE FL 33330
504023091200	BURK,RONALD L &	12750 KAPOK LANE	DAVIE FL 33330
504024010183	CARDONA,MARTHA L	2691 SW 122 TER	DAVIE FL 33330-1300
504023090490	CHANCE,VICTOR B & KIMBERLI A	12560 N STONEBROOK CIR	DAVIE FL 33330
504023090630	CHARLES,PAUL PATRICK & MARIE Y	12481 N STONEBROOK CIR	DAVIE FL 33331
504023090430	CHWOJKO,EDWARD & KATARZYNA	2901 E STONEBROOK CIR	DAVIE FL 33330
504023090360	COLE,JAMIE A & DEBRA L	12462 BROOKWOOD CT	DAVIE FL 33330
504014130090	COLEMAN,ANGIENETTA &	12731 SW 26 ST	DAVIE FL 33325
504023091260	COOTE,MICHAEL &	12861 KAPOK LANE	DAVIE FL 33330
504024010210	CUTINO,VICTOR	2995 SW 121 AVE	DAVIE FL 33330
504023090440	DAVID,MARTHA LAURIE &	2851 E STONEBROOK CIR	DAVIE FL 33330
504014010380	DIBIASE,DOROTHY FAM LTD	PO BOX 780	LYNNFIELD MA 01940
504014010430	DIBIASE,DOROTHY FAM LTD	PO BOX 780	LYNNFIELD MA 01940
504014010371	DIBIASE,DOROTHY FAM LTD	PO BOX 780	LYNNFIELD MA 01940
504014010441	DIBIASE,DOROTHY FAM LTD	PO BOX 780	LYNNFIELD MA 01940
504023091000	DISORBO,ALDO L	12704 STONEBROOK DR	DAVIE FL 33330
504023010010	ECATS 2 LLC	10885 NW 6 ST	CORAL SPRINGS FL 33071
504013010222	FLORIDA DEPT. OF TRANSPORTATION	3400 WEST COMMERCIAL BLVD.	FORT LAUDERDALE, FL 33309-3421
504013010247	FLORIDA DEPT. OF TRANSPORTATION	3400 WEST COMMERCIAL BLVD.	FORT LAUDERDALE, FL 33309-3421
504024010320	FLORIDA DEPT. OF TRANSPORTATION	3400 WEST COMMERCIAL BLVD.	FORT LAUDERDALE, FL 33309-3421
504024010292	FLORIDA DEPT. OF TRANSPORTATION	3400 WEST COMMERCIAL BLVD.	FORT LAUDERDALE, FL 33309-3421
504024010281	FLORIDA DEPT. OF TRANSPORTATION	3400 WEST COMMERCIAL BLVD.	FORT LAUDERDALE, FL 33309-3421
504014130030	FRIEDEWALD,DON E JR &	12911 SW 26 ST	DAVIE FL 33325
504024010180	FROHRING,C A & LINDA J	2690 SW 122ND TER	DAVIE FL 33330-1333
504023091160	GLOVER,JOHN D &	12735 STONEBROOK DR	DAVIE FL 33330
504023090550	GOLDMAN,WAYNE & MARYANNE	2853 W STONEBROOK CIR	DAVIE FL 33330
504024010174	GREY,CAROL LYNNE REV TR	2670 SW 122 TER	DAVIE FL 33330-1333
504024010177	GRINER,W B & CHERYL L LE	2675 SW 121ST TER	DAVIE FL 33330-1319
504023090470	GRODSKY,ALAN &	12480 N STONEBROOK CIR	DAVIE FL 33330
504023090350	HAKOPIAN,AMBAKUM & NINA	2951 E STONEBROOK CIR	DAVIE FL 33330
504023090560	HOCHSTEIN,ROBERT	2803 W STONEBROOK CIR	DAVIE FL 33330
504023090390	HOOD,SCOTT D &	12583 BROOKWOOD CT	DAVIE FL 33325
504023091190	HUBSCHMAN,DEBORAH ANN	12800 KAPOK LANE	DAVIE FL 33330
504023091180	ITEN,LOUIS J &	12850 KAPOK LANE	DAVIE FL 33330

504023090480	JAROLEM,KENNETH & ALISA	12520 N STONEBROOK CIR	DAVIE FL 33331
504014130100	JOBSON-POUX,EMMANUEL B &	12701 SW 26 ST	DAVIE FL 33325
504023090510	KENNEDY,K SCOTT & GAIL	12640 N STONEBROOK CIR	DAVIE FL 33330
504023090420	KNIGHT,SAMMY D & FREDA L	12463 BROOKWOOD CT	DAVIE FL 33331
504023090540	LAWRENCE,KRISHNA WILLIAM	2900 W STONEBROOK CIR	DAVIE FL 33330
504023090580	LEONE,EVELYNE &	12681 N STONEBROOK CIR	DAVIE FL 33330-1297
504014140050	LETO,JOHN A SR & JOAN A	3100 STIRLING RD	HOLLYWOOD FL 33021
504014140040	LETO,JOHN A SR TR	3100 STIRLING ROAD	HOLLYWOOD FL 33021
504014140070	LETO,JOHN A SR TR	3100 STIRLING ROAD	HOLLYWOOD FL 33021
504023090610	LEWIN,HARLEY	12561 N STONEBROOK CIR	DAVIE FL 33330
504023090640	LEWIN,ROBERT & LISA	12441 N STONEBROOK CIR	DAVIE FL 33331
504023090410	LEWIS,JACK A &	12503 BROOKWOOD CT	DAVIE FL 33330
504014010541	MIELE,VERONICA	2421 SW 127TH AVE	DAVIE FL 33325-5600
504014010541	MIELE,VERONICA	2421 SW 127TH AVE	DAVIE FL 33325-5600
504023091230	MIXON,KENNETH J & DARCEE J	12741 KOPAK LANE	DAVIE FL 33330
504013110020	MOSES FAMILY LTD PRTNR	2799 NW 55 AVE	LAUDERHILL FL 33313
504013110010	MOSES FAMILY LTD PRTNR	2799 NW 55 AVE	LAUDERHILL FL 33313
504023090620	MUNN,HENSLEY R & CYNTHIA E	235-15 129 AVE	LAURELTON QUEENS NY 11422
504023090500	OGDEN,WILLIAM F III	12600 N STONEBROOK CIR	DAVIE FL 33330
504014010420	PACC DEVELOPMENT LLC	7116 SW 47 ST	MIAMI FL 33155
504014010410	PACC DEVELOPMENT LLC	7116 SW 47 ST	MIAMI FL 33155
504023091220	PATITUCCI,JOHN & FLORENCE &	12701 KAPOK LANE	DAVIE FL 33330
504014010391	PEGG,WILLIAM S & NANCY P &	RR2 BOX 3408	NASHVILLE GA 31639
504023070020	PENSABENE,JOSEPH T &	12732 SW 26 ST	DAVIE FL 33325
504023091020	PHILLIPS,RICHARD & CAROL	12764 STONEBROOK DR	DAVIE FL 33331
504024010171	PLASENCIA,OSCAR	2603 SW 122 AVE	DAVIE FL 33330-1329
504024010300	PRIOR,PETER W & GAIL A	2780 S FLAMINGO RD	DAVIE FL 33330-1304
504014010540	REJA ENTERPRISES INC	2203C S FEDERAL HWY	FT LAUDERDALE FL 33316
504014010545	REJA ENTERPRISES INC	2203C S FEDERAL HWY	FT LAUDERDALE FL 33316
504014010544	REJA ENTERPRISES INC	2203C S FEDERAL HWY	FT LAUDERDALE FL 33316
504014130060	RENNER,MARK &	12821 SW 26 ST	DAVIE FL 33325
504023070080	RODRIGUEZ,LUIS D	12912 SW 26 ST	DAVIE FL 33325
504023090600	RUZICKA,THOMAS F &	12601 N STONEBROOK CIR	DAVIE FL 33330
504023090340	SANCHEZ,ALFONSO &	3001 E STONEBROOK CIR	DAVIE FL 33330
504023091280	SAUNDERS,ANGEL F &	12941 KAPOK LANE	DAVIE FL 33330
504023090370	SCHUBERT,ROBERT	12502 BROOKWOOD CT	DAVIE FL 33330
504023091010	SCHUMACKER,JOSEPH P & JANELDA R	12734 STONEBROOK DR	DAVIE FL 33330
504023070070	SIEROCUK,THOMAS & DARLENE	12882 SW 26 ST	DAVIE FL 33325
504023070070	SIEROCUK,THOMAS & DARLENE	12882 SW 26 ST	DAVIE FL 33325
504023070060	SILVERMAN,ANDREW L	12852 SW 26 ST	DAVIE FL 33330
504024010185	SKIDMORE,ALAN G	2602 SW 122ND AVE	DAVIE FL 33330-1330
504023091210	SLEIPNES,SVEIN &	12700 KAPOK LANE	DAVIE FL 33330
504024010184	SOHMER,PAUL & DONNA	2651 SW 122ND TER	DAVIE FL 33330-1300
504023090520	SORENSEN,DAVID R & SHIRLEY A	2800 W STONEBROOK CIR	DAVIE FL 38330
504023091270	SPRADLIN,ALAN L &	12901 KAPOK LANE	DAVIE FL 33330-1294
504023091300	STONEBROOK ESTATES COMM ASSO INC	7227 CLINT MOORE ROAD	BOCA RATON FL 33496-1402
504023091330	STONEBROOK ESTATES COMM ASSO INC	7227 CLINT MOORE ROAD	BOCA RATON FL 33496-1402
504023091420	STONEBROOK ESTATES COMM ASSO INC	7227 CLINT MOORE ROAD	BOCA RATON FL 33496-1402
504023091400	STONEBROOK ESTATES COMM ASSO INC	7227 CLINT MOORE ROAD	BOCA RATON FL 33496-1402

504023091320	STONEBROOK ESTATES COMM ASSO INC	7227 CLINT MOORE ROAD	BOCA RATON FL 33496-1402
504023091390	STONEBROOK ESTATES COMM ASSO INC	7227 CLINT MOORE ROAD	BOCA RATON FL 33496-1402
504023091380	STONEBROOK ESTATES COMM ASSO INC	7227 CLINT MOORE ROAD	BOCA RATON FL 33496-1402
504023091370	STONEBROOK ESTATES COMM ASSO INC	7227 CLINT MOORE ROAD	BOCA RATON FL 33496-1402
504023091360	STONEBROOK ESTATES COMM ASSO INC	7227 CLINT MOORE ROAD	BOCA RATON FL 33496-1402
504023091340	STONEBROOK ESTATES COMM ASSO INC	7227 CLINT MOORE ROAD	BOCA RATON FL 33496-1402
504023091430	STONEBROOK ESTATES COMM ASSO INC	7227 CLINT MOORE ROAD	BOCA RATON FL 33496-1402
504023091350	STONEBROOK ESTATES COMM ASSO INC	7227 CLINT MOORE ROAD	BOCA RATON FL 33496-1402
504023090650	STONYBROOK ESTATES LTD	7227 CLINT MOORE RD	BOCA RATON FL 33496-1402
504023091240	STONYBROOK ESTATES LTD	7227 CLINT MOORE RD	BOCA RATON FL 33496-1402
504023091250	STONYBROOK ESTATES LTD	7227 CLINT MOORE RD	BOCA RATON FL 33496-1402
504023091290	STONYBROOK ESTATES LTD	7227 CLINT MOORE RD	BOCA RATON FL 33496-1402
504023091040	STONYBROOK ESTATES LTD	7227 CLINT MOORE RD	BOCA RATON FL 33496-1402
504023091120	STONYBROOK ESTATES LTD	7227 CLINT MOORE RD	BOCA RATON FL 33496-1402
504023091110	STONYBROOK ESTATES LTD	7227 CLINT MOORE RD	BOCA RATON FL 33496-1402
504023091100	STONYBROOK ESTATES LTD	7227 CLINT MOORE RD	BOCA RATON FL 33496-1402
504023091030	SUITE,NICHOLAS & NANCY	12794 STONEBROOK DR	DAVIE FL 33330
504023090460	THOMPSON,ADAM M	12440 N STONEBROOK CIR	DAVIE FL 33330
504014010550	TODINCA,GEORGE & VALERIA ETAL	2525 SW 127 AVE	DAVIE FL 33325
504023070050	TORAL,ALEJANDRO & ILLANA M	12822 SW 26 ST	DAVIE FL 33330
504024010321	TOWN OF DAVIE	6591 ORANGE DR	DAVIE FL 33314-3348
504013010246	TOWN OF DAVIE	6591 ORANGE DR	DAVIE FL 33314-3348
504024010170	TOWN OF DAVIE	6591 ORANGE DR	DAVIE FL 33314-3348
504023020010	TOWN OF DAVIE	6591 ORANGE DR	DAVIE FL 33314-3348
504014010390	TROMBINO,KATHLEEN M REV TR	2920 N ATLANTIC BLVD	FT LAUDERDALE FL 33308-7512
504014010531	VIETNAMESE BUDDHIST CULTURAL	2321 SW 127 AVE	DAVIE FL 33325
504014130080	WARREN,DAVID & CHARLENE	12761 SW 26 ST	DAVIE FL 33325
504023091140	WATSON,ANTHONY & DESIREE	75 GLEN AVE	WEST ORANGE NJ 07052
504023091170	WATSON,PAMELLA B &	12900 KAPOK LANE	DAVIE FL 33330
504013010249	WEEKLEY BROS LEASING LTD	20701 STIRLING ROAD	PEMBROKE PINES FL 33332
504013090030	WEEKLEY BROS LEASING LTD	20701 STIRLING ROAD	PEMBROKE PINES FL 33322
504013090020	WEEKLEY BROS LEASING LTD	20701 STIRLING ROAD	PEMBROKE PINES FL 33322
504013090010	WEEKLEY BROS LEASING LTD	20701 STIRLING ROAD	PEMBROKE PINES FL 33322
504013010242	WEEKLEY,DANIEL D &	20701 STIRLING RD	PEMBROKE PINES FL 33332
504013010251	WEEKLEY,DANIEL D &	20701 STIRLING RD	PEMBROKE PINES FL 33332
504023070030	WESTCOTT,PAUL L & DONNA R	12762 SW 26 ST	DAVIE FL 33325
504023070010	WILSON HEIGHTS DEV INC	3842 W 16 AVE	HIALEAH FL 33012
504014130050	WILSON HEIGHTS DEV INC	3842 W 16 AVE	HIALEAH FL 33012
504014010400	WOOD,ROBERT L	2075 S FLAMINGO RD	DAVIE FL 33325
504023090450	YOUNG,KEVIN D & HEATHER L	2801 E STONEBROOK CIR	DAVIE FL 33330
504024010193	ZAFRANI,ABRAHAM	2800 S FLAMINGO ROAD	DAVIE FL 33330
504024010192	ZAFRANI,ABRAHAM	2800 S FLAMINGO ROAD	DAVIE FL 33330
504024010200	ZAFRANI,ABRAHAM	2800 S FLAMINGO ROAD	DAVIE FL 33330
504024010201	ZAFRANI,ABRAHAM	2800 S FLAMINGO ROAD	DAVIE FL 33330
504024010290	ZAFRANI,ABRAHAM	2800 S FLAMINGO ROAD	DAVIE FL 33330
504023070040	ZAMORA,WILFREDO E & MARIA A	12792 SW 26 ST	DAVIE FL 33325
504023090590	ZVEIBIL,ROBERT &	12641 N STONEBROOK CIR	DAVIE FL 33330

Exhibit 3 (Public Participation Plan)

RHON ERNEST-JONES
CONSULTING ENGINEERS, INC.

CIVIL ENGINEERS • LAND PLANNERS
TRANSPORTATION PLANNERS • LANDSCAPE ARCHITECTS

CITIZEN PARTICIPATION PLAN ACKNOWLEDGEMENT

December 28, 2005

Town of Davie
Development Services Department
Planning and Zoning Division
6591 Orange Drive
Davie, Florida 33314

**Re: Citizen Participation Plan for Oak Park Estates
Town of Davie Project Number MSP 11-2-05**

Dear Staff:

As required by Davie Ordinance No. 2004-31, Rhon Ernest-Jones Consulting Engineers is enclosing herewith a copy of the proposed citizen participation plan related to an approval for the proposed referenced application. In addition to the outline of the plan, we are enclosing and providing for the following:

1. A list of residents and/or property owners, interested parties, and public agencies that may be affected by the application, as set forth in the Davie Code of Ordinances, and as provided by the Town of Davie's Development Services Department;
2. A summary of how the applicant proposes that it will notify all "affected parties" of the application;
3. A summary of the proposed application;
4. A description of the manner in which the applicant proposes that it will disseminate information to residents, property owners and/or interested parties;
5. A schedule of events planned by the applicant to complete the citizen participation procedure. As required, the applicant intends to conduct a minimum of two (2) public meetings with "affected parties". This requirement may be waived if letters from all adjacent affected parties state that all of their items have been addressed, and there is no need for another meeting with the applicant, and
6. A requirement that the applicant shall keep the Development Services Department informed on the status of its citizen participation efforts by coordinating its efforts through the assigned project planner.

The information above should satisfy the requirements of the public participation and the application review process.

Sincerely,

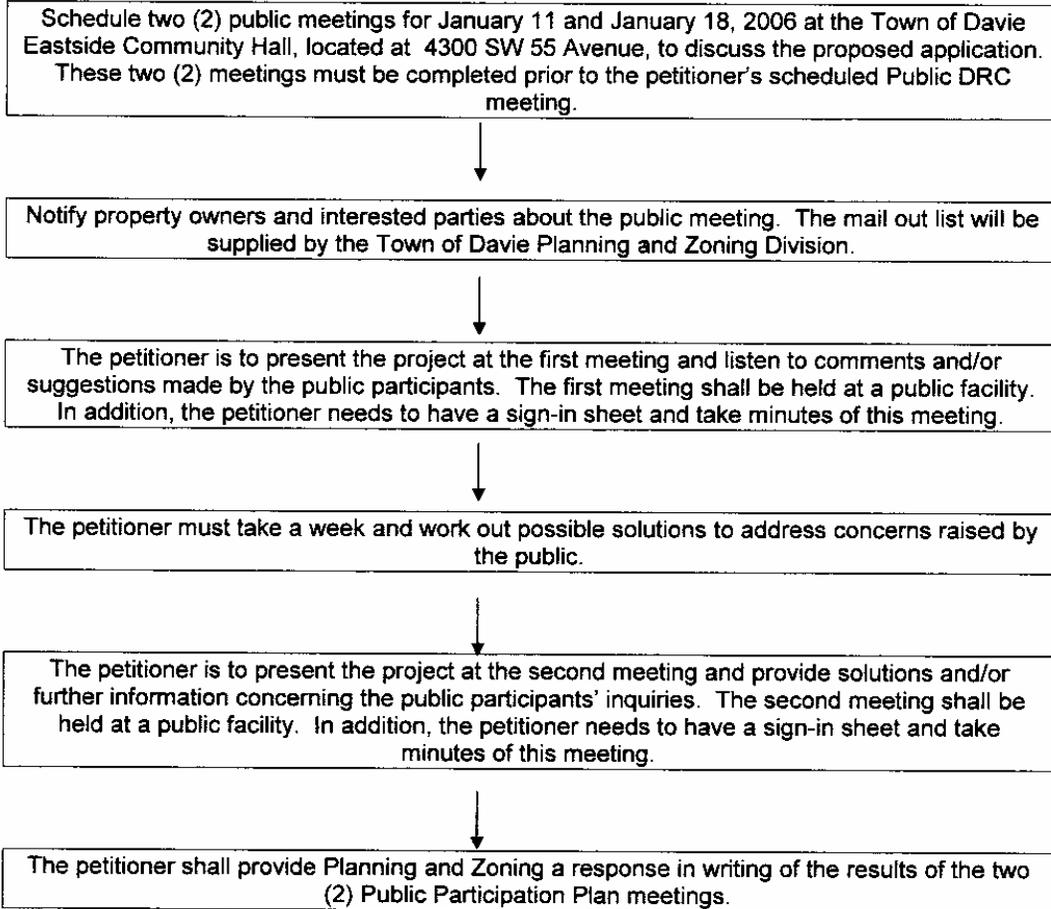

Craig L. Bencz, AICP
Director of Planning

12500 WEST ATLANTIC BOULEVARD CORAL SPRINGS, FLORIDA 33071 Tel: 954.344.9855 Fax: 954.341.5961
Professional Engineer License : EB8431 www.rejce.com Landscape Architect License : LC000387

RHON ERNEST-JONES
CONSULTING ENGINEERS, INC.

CIVIL ENGINEERS LAND PLANNERS
TRANSPORTATION PLANNERS LANDSCAPE ARCHITECTS

OAK PARK ESTATES
CITIZEN PARTICIPATION PLAN FLOW CHART



RHON ERNEST-JONES
CONSULTING ENGINEERS, INC.

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CITIZEN PARTICIPATION PLAN FOR
OAK PARK ESTATES (APPLICATION NO. MSP 11-2-05)

Project Description

The subject project is located at the southwest corner of Flamingo Road and SW 26th Street (unimproved) in the Town of Davie. The project proposes the construction of 17 single-family estate homes on lots at least 35,000 square feet in size. The subject parcel of land is 18.9 net acres in size, and the proposed site density is less than one unit per acre.

Access to the site will be made from improvements to SW 26th Street. To the greatest extent possible, the applicant proposes to preserve the existing trees onsite, as well as add substantial tree canopy in buffer and recreation areas. The conceptual housing footprints are organized in such a way as to maximize existing tree canopy.

Contact Information

Craig Bencz, AICP
Director of Planning
Rhon Ernest-Jones Consulting Engineers, Inc.
12500 West Atlantic Boulevard
Coral Springs, FL 33071

Ph: 954-344-9855 ext. 106
Fax: 954-341-5961
e-mail: craig@rejce.com

List of Residents and/or Property Owners and Interested Parties

(ATTACHED)

Notification Procedure

Property owners will be notified of each of the community meetings at least ten (10) days in advance of the first meeting date by postmarked U.S. mail. The meeting notice format and supporting materials provided to property owners will be typical of that provided as a guideline by the Town of Davie.

In addition to the above, the application will provide the Planning and Zoning office, as well as the Town Clerk's office with a copy of the meeting notification.

Dissemination of Information

A meeting notice (using example provided by Town) will be mailed out to those property owners included on the list provided by the Town. The notice will include a location map of the site, as

well as a copy of the preliminary site plan. A color conceptual site plan will be presented at the meeting, and public input will be solicited.

Schedule of Events

The applicant proposes to solicit community opinion at the following meetings:

First Citizen Participation Meeting:

Date: January 11, 2006
Time: 6:00 p.m.
Location: Eastside Community Hall, 4300 SW 55 Avenue, Davie

Second Citizen Participation Meeting:

Date: January 18, 2006
Time: 6:00 p.m.
Location: Eastside Community Hall, 4300 SW 55 Avenue, Davie

Rhon Ernest-Jones Consulting Engineers, Inc.

OAK PARK ESTATES -- MSP 11-2-05

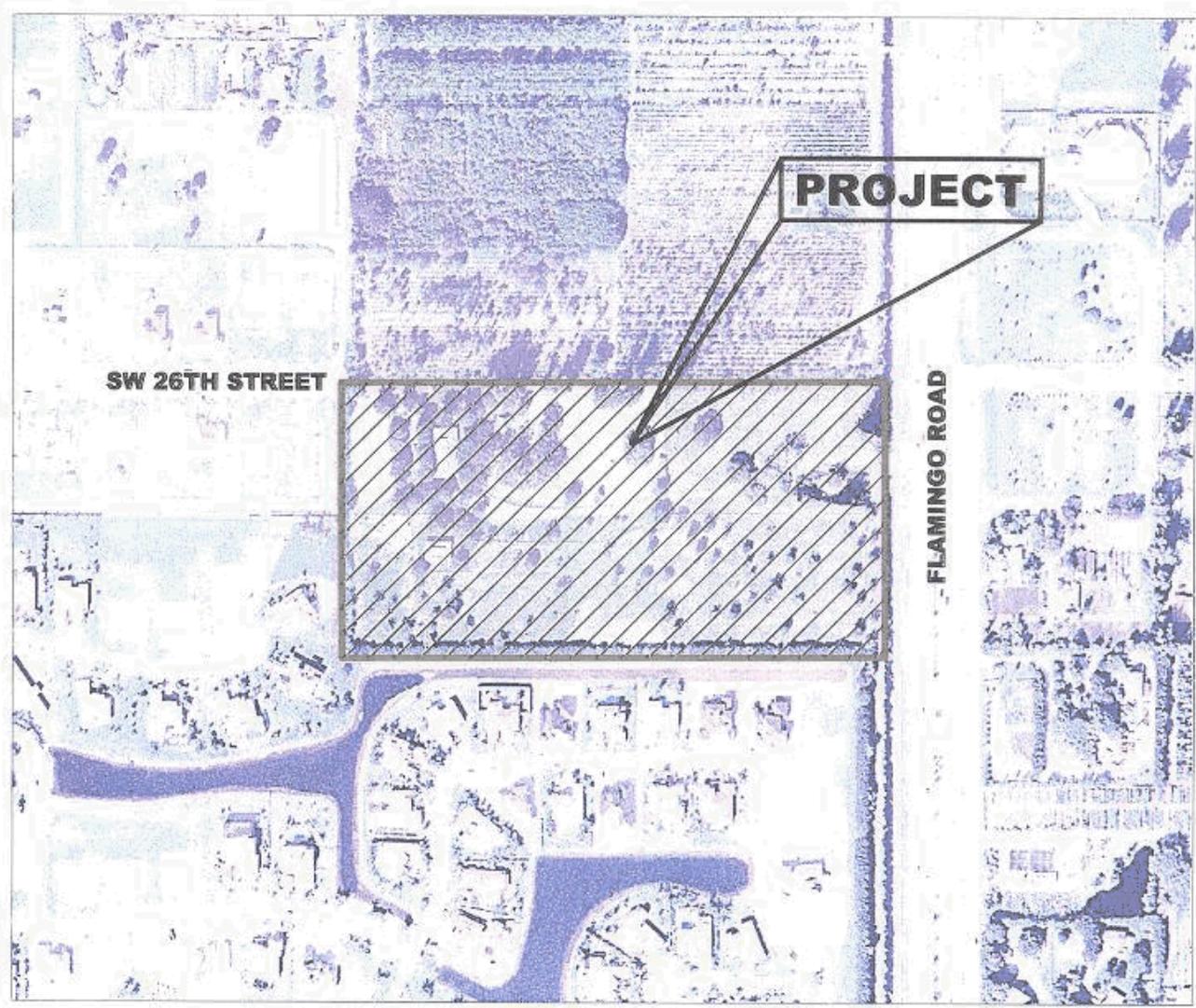
PROPERTY OWNER	MAILING ADDRESS	CITY, STATE, ZIP
Abraham, Harvey & Charlotte	12542 Brookwood Court	Davie, FL 33330
Albarracin, Alvaro & Madelyn	12543 Brookwood Court	Davie, FL 33330
Alvarez, Stewart & Amy Jo	12791 S.W. 26th Street	Davie, FL 33325
Animals Recreation & Rehab Center, LLC	2670 S. Flamingo Road	Davie, FL 33330-1302
Avinoa, Julio & Ada	13236 S.W. 36th Street	Miramar, FL 33027
Bange, Paul & Nanci	2950 S. Flamingo Road	Davie, FL 33330-1308
Barrau, Carmel & Lamour, Josee	12765 Stonebrook Drive	Davie, FL 33330
Becerra, Maria	2850 W. Stonebrook Circle	Davie, FL 33330
Benson, Hayward Stephan	2017 N.W. 46th Avenue, #205A	Lauderhill, FL 33313
Blackann, Alison & Horvath, Ronald	2751 S.W. 121st Avenue	Davie, FL 33330-1311
Bovie, Josephine	2695 S.W. 121st Terrace	Davie, FL 33330-1319
Brown, Gary & Mindy	2753 W. Stonebrook Circle	Davie, FL 33330
Burk, Ronald & Lisa	12750 Kapok Lane	Davie, FL 33330
Cardona, Martha	2691 S.W. 122nd Terrace	Davie, FL 33330-1300
Chance, Victor & Kimberly	12580 N. Stonebrook Circle	Davie, FL 33330
Charles, Paul, Patrick & Marie	12481 N. Stonebrook Circle	Davie, FL 33331
Chwojko, Edward & Katarzyna	2901 E. Stonebrook Circle	Davie, FL 33330
Cole, Jamie & Debra	12462 Brookwood Court	Davie, FL 33330
Coote, Michael	12861 Kapok Lane	Davie, FL 33330
Cutino, Victor	2995 S.W. 121st Avenue	Davie, FL 33330
De Castillo, Ricardo & Ana Perez	12681 N. Stonebrook Circle	Davie, FL 33330
DiBiasi, Dorothy Family Limited Partnership	P. O. Box 780	Lynnfield, MA 01940
Friedewald, Jr., Don & Ridgeway, Donna	12911 S.W. 26th Street	Davie, FL 33325
Frohning, C.A. & Linda	2690 S.W. 122nd Terrace	Davie, FL 33330
Garrett, Shawn	12704 Stonebrook Drive	Davie, FL 33330
Gilmore, Robert & Sandra	12641 N. Stonebrook Circle	Davie, FL 33330
Glover, John	12735 Stonebrook Drive	Davie, FL 33330
Goldman, Wayne & Maryanne	2853 W. Stonebrook Circle	Davie, FL 33330
Grey, Carol	2670 S.W. 122nd Terrace	Fort Lauderdale, FL 33330-1333
Griner, W.B. & Cheryl	2675 S.W. 121st Terrace	Davie, FL 33330-1319
Grodsky, Alan & Adele	12480 N. Stonebrook Circle	Davie, FL 33330
Hakopian, Ambakum & Nina	2951 E. Stonebrook Circle	Davie, FL 33330
Hochstein, Robert	1877 Harbour Point Circle	Weston, FL 33327
Hood, Scott	12583 Brookwood Court	Davie, FL 33325
Hubschman, Deborah Ann	12800 Kapok Lane	Davie, FL 33330
Iten, Louis & Patricia	12850 Kapok Lane	Davie, FL 33330
Jarolem, Kenneth & Aisa	12520 N. Stonebrook Circle	Davie, FL 33331
Kennedy, Scott & Gail	12640 N. Stonebrook Circle	Davie, FL 33330
Knight, Sammy & Freda	12463 Brookwood Court	Davie, FL 33331
Lawrence, Krishna William	2900 W. Stonebrook Circle	Davie, FL 33330
Leto, Sr., John & Joan	2550 Noah Place	Davie, FL 33325
Leto, Sr. John	5121 Jackson Street	Hollywood, FL 33021-7233
Lewin, Harley	12561 N. Stonebrook Circle	Davie, FL 33330
Lewin, Robert & Lisa	12441 N. Stonebrook Circle	Davie, FL 33331
Lewis, Jack	12503 Brookwood Court	Davie, FL 33330
Linares, Carlos & Judy	12941 Kapok Lane	Davie, FL 33330
Miele, Veronica	2421 S.W. 127th Avenue	Davie, FL 33325-5600
Mixon, Kenneth & Darcee	12741 Kopak Lane	Davie, FL 33330
Moren Enterprise in Davie, LLC	6233 N. University Drive	Tamarac, FL 33334
Moses Family Limited Partnership	2799 N.W. 55th Avenue	Lauderhill, FL 33313
Munn, Hensley & Cynthia	235-15 129th Avenue	Laurelton Queens, NY 11422
Nichols Associates, Ltd.	5021 S.W. 51st Street	Davie, FL 33314-5509
PACC Development, LCC	7116 S.W. 47th Street	Miami, FL 33155
Pegg, Joe, Pegg, W.S. Pegg, H.S. Pegg Et Uxes	RR2 Box 3408	Nashville, GA 31639
Phillips, Richard & Carol	12764 Stonebrook Drive	Davie, FL 33331

OAK PARK ESTATES -- MSP 11-2-05

PROPERTY OWNER	MAILING ADDRESS	CITY, STATE, ZIP
Plasencia, Oscar	2603 S.W. 122nd Avenue	Davie, FL 33330-1329
Prior, Peter & Gail	2780 S. Flamingo Road	Davie, FL 33330-1304
REJA Enterprises, Inc.	1300 S.W. 17th Street Causeway, #202	Fort Lauderdale, FL 33316
Renner, Mark	1604 Salerno Circle	Weston, FL 33327
Riley, Everette & Charleen	2851 E. Stonebrook Circle	Davie, FL 33330
Rodriguez, Luis	12912 S.W. 26th Street	Davie, FL 33325
Ruzicka, Thomas	12601 N. Stonebrook Circle	Davie, FL 33330
Sacco, Leon & Corina	12854 Stonebrook Drive	Davie, FL 33330
Saffile, Edward	12701 Kapok Lane	Davie, FL 33330
Schubert, Robert	12502 Brookwood Court	Davie, FL 33330
Schumacker, Joseph & Janelda	12734 Stonebrook Drive	Davie, FL 33330
Sierocuk, Thomas & Darlene	12882 S.W. 26th Street	Davie, FL 33325
Silverman, Andrew	12852 S.W. 26th Street	Davie, FL 33330
Skidmore, Alan	2602 S.W. 122nd Avenue	Davie, FL 33330-1330
Sieipnes, Svein & Katherine	12700 Kapok Lane	Davie, FL 33330
Sohmer, Paul & Donna	2651 S.W. 122nd Terrace	Davie, FL 33330-1300
Solomon, Faithrowena & Jessica	6881 N.W. 45th Street	Lauderhill, FL 33319
Sorensen, David & Shirley	2800 W. Stonebrook Circle	Davie, FL 38330
Spradlin, Alan	12901 Kapok Lane	Davie, FL 33330-1294
State of Florida DOT	3400 W. Commercial Boulevard	Fort Lauderdale, FL 33309-3421
Stonebrook Estates, Ltd. c/o St. Andrews CC Realty	7227 Clint Moore Road	Boca Raton, FL 33496-1402
Thompson, Adam	12440 N. Stonebrook Circle	Davie, FL 33330
Todinca, George & Valeria	406 N.W. 68th Avenue, #514	Plantation, FL 33317
Toral, Alejandro & Illana	12822 S.W. 26th Street	Davie, FL 33330
Town of Davie	6591 S.W. 45th Street	Davie, FL 33004
Trombino, Rev. Kathleen	2920 N. Atlantic Boulevard	Fort Lauderdale, FL 33308-7512
Vietnamese Buddhist Cultural Center of Florida, Inc.	2321 S.W. 127th Avenue	Davie, FL 33325
Wannstedt, David	12600 N. Stonebrook Circle	Davie, FL 33330
Warren, David & Charlene	12761 S.W. 26th Street	Dania, FL 33325
Weekley, Daniel	20701 Stirling Road	Pembroke Pines, 33332
Westcott, Paul & Donna	12762 S.W. 26th Street	Davie, FL 33325
Wilson Heights Development, Inc.	3842 S. 16th Avenue	Hialeah, FL 33012
Wood, Robert	2075 S. Flamingo Road	Davie, FL 33325
Young, Kevin & Heather	2801 E. Stonebrook Circle	Davie, FL 33330
Zafrani, Abraham	2800 S. Flamingo Road	Davie, FL 33330
Zamora, Wilfredo & Maria	12792 S.W. 26th Street	Davie, FL 33325



SCALE: N.T.S.



SECTION: 23
TOWNSHIP: 50 S
RANGE: 41 E

RHON ERNEST-JONES
CONSULTING ENGINEERS, INC.

12500 WEST ATLANTIC BOULEVARD
CORAL SPRINGS, FLORIDA 33071
(954) 344-9855

OAK PARK ESTATES

AERIAL MAP

TOWN OF DAVIE	BROWARD COUNTY	FLORIDA
BY: JLS/CB	JOB No.: 05-0507	DATE: 12/05



**CIVIL ENGINEERS • LAND PLANNERS
TRANSPORTATION PLANNERS • LANDSCAPE ARCHITECTS**

MEETING NOTICE

December 28, 2005

**Re: Citizen Participation Plan Meeting for Oak Park Estates
Project Number MSP 11-2-05**

Dear Neighbor:

This letter is to invite you to a citizen participation meeting relating to Oak Park Estates, a quality residential community planned near property you own in the Town of Davie. Oak Park Estates is located on the west side of Flamingo Road at SW 26th Street, and will consist of 17 single-family residential homes intended to complement surrounding developments as well as enhance area property values.

Under a Town of Davie ordinance, the applicant for site plan approval is required to hold two (2) citizen participation meetings and send notice to all property owners within 1,000 feet of the subject site prior to the Town initiating application review. Accordingly, we have scheduled the following meetings:

First Citizen Participation Meeting:

Date: January 11, 2006
Time: 6:00 p.m.
Location: Eastside Community Hall, 4300 SW 55 Avenue, Davie

Second Citizen Participation Meeting:

Date: January 18, 2006
Time: 6:00 p.m.
Location: Eastside Community Hall, 4300 SW 55 Avenue, Davie

Directions to Eastside Community Hall: Take I-595 to Davie Road exit, travel south 2 miles, turn east on Orange Drive, continue to SW 55 Avenue, turn left and the hall is on the east side of SW 55 Avenue.

Note: Please be advised that if there is no attendance at the first citizen participation meeting, the second meeting may be cancelled.

If you wish to submit written comments, please send them to:

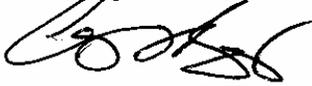
Craig L. Bencz, AICP
Director of Planning
Rhon Ernest-Jones Consulting Engineers, Inc.
12500 West Atlantic Boulevard
Coral Springs, FL 33071

12500 WEST ATLANTIC BOULEVARD • CORAL SPRINGS, FLORIDA 33071 Tel: 954.344.9855 Fax: 954.341.5961
Professional Engineer License: ES66451 www.rejce.com Landscape Architect License: LC0000067

Community Meeting Notice
Oak Park Estates
November 28, 2005
Page 2

Also, please be advised that there will be additional opportunities for public input at the Town of Davie Public Hearings.

Sincerely,



Craig L. Bencz, AICP
Director of Planning

Attachments: Location Map & Proposed Site Plan

(NOTE: MEMBERS OF TOWN COUNCIL MAY BE PRESENT)

Rhon Ernest-Jones Consulting Engineers, Inc.

Oak Park Estab

1/11/06
6-8 pm

SIGN IN SHEET
PUBLIC PARTICIPATION MEETING I.

(Date)

NAME	ADDRESS	PHONE
Emmanuel Roax	12701 SW 26 St Davie, FL 33225	954-940-2174
SUELEN SHERIDAN	12700 Wagon Ln Davie FL 33328	954-577-8100
JOHN GLOVER	12735 Stonebrook Dr. Davie, FL	954-473-0541
Norman TALPINS, MD	127 28 Equestrian Trail, Davie	954-916-1134
Susan TALPINS	"	"
ALEXANDRA ZANDRA Clmg stipe	12792 SW 26 ST DAVIE 33325 6790 Griffin Rd Davie, FL	(954)474-4614 (954)868-2677
PAUL WESTCOTT	12762 SW 26th ST DAVIE FL 33325	954-370-8298
DAVID WARRON	12761 SW 26th ST DAVIE FL 33325	954-771-3825 954-915-6671
Rob & Sandie Gilmore	12641 N. Stonebrook Cir, Davie 33330	954-303-6488
Adeli & Alan Grodsky	12480 N. Stonebrook Circle DAVIE 33330	954-915-0291
Lisa + Robert Lewin	12441 N. Stonebrook Circle. Davie 33330	954-423-006
Donna Merolla	13640 S.W. 29 Street Davie 33330	(954)475-9891
Joseph + Patricia Pensabene	12732 SW 26th St Davie 33325	954-431-5391
NEAL KALIS	7020 Griffin Rd Ste 109 Davie	954-741-0472
RON REITSMAN	12580 RIDGEWAY CT. DAVIE 33330	954-931-9229
Melanie + William Ford	12702 SW 26 Street DAVIE (lot 1) 33325	954-324-5552
DARLENE STEROCUK	12882 SW 26th St, Davie 33325	954-723-95
TOM STEROCUK	12882 SW 26th St, DAVIE 33325	954-723-95
GARRY CONNORS	12971 S.W. 26 ST DAVIE 33325	954-424-2941
James Williams	12942 S.W. 26 St Davie, 33325	954-236-8505
STEWART ALVAREZ	12791 S.W. 26th DAVIE, 33325	954-475-8871
Alexandro Tolal	12882 SW 26 ST DAVIE, FL. 33325	
Daniela Circonciso	12912 SW 26 Street Davie, FL 33325	954-473-1412
Luis Rodriguez	12912 SW 26 Street Davie, FL 33325	over

Gregory Postman
THOMAS Ruzicka

12831 SW 26 ST LOT 19 DAVIE 305 502-1111
12601 N. STONEBROOK CIRCLE 954-475-1155

1/18/06

6-8 pm

SIGN IN SHEET
PUBLIC PARTICIPATION MEETING II.

Oak Pt. Estates
(Date) 1/18/06

NAME	ADDRESS	PHONE
CHARLIE + Pam CAPPS	13570 SW 26 ST	476-9410
Joseph + Patty Pensabene	12732 SW 26th St	431-5397
WILLIE + ALEXANDRA ZAMORA	12792 SW 26 ST	474-4614
DAVID WARD	12761 SW 26th ST	954-6671
Melanie + William Ford	12702 SW 26 ST	954-325-0558
James + Janet Williams	LOT 2 12942 SW 26th St	305-298-9662
DARLENE + TOM SIENOCIA	12882 SW 26th ST	954-725-9568
RON REITSMAN	STONEBROOK	954-931-9229
ALEJANDRO TORAL	12822 SW 26 ST	805-467-0729
Emmanuel Poup	12701 SW 26 St	954-940-2174
DAN FRIEDEMUND	12911 SW 26 ST	954-473-5109
Mark Renee	12821 SW 36 St.	954-914-9023
ROB + SANDIE Gilmore	12641 NE Stonebrook	954-424-8410

Exhibit 6 (Public Participation Summaries)

Bencz, Craig (craig@rejce.com)

From: Bencz, Craig (craig@rejce.com)
Sent: Friday, January 20, 2006 1:40 PM
To: 'David_Abramson@davie-fl.gov'; 'marcie_nolan@davie-fl.gov'
Cc: Ernest-Jones, Rhon (rhon@rejce.com)
Subject: Oak Park Estates -- Community Meeting Results
Importance: High
Attachments: davie comm mtg.pdf; sierocuk corr.pdf

Hi David,

Attached are the participant lists from each of our community meetings for the subject project, which were held on January 11 and January 18 at 6 p.m. The meetings were each held at the Eastside Community Hall, and were very well attended by the community. In accordance with the Town's requirements related to these meetings, I have also attached a copy of correspondence I received prior to the meetings via fax from Diane Sierocuk.

In addition to what is included below, it should be noted that the applicant met with Chief DiPetrillo on January 9, 2006 in an effort to address community concerns related to the extension of SW 26th Street. Chief DiPetrillo acknowledged that there has been significant opposition to the road extension in the past, and that he would not oppose the community's desire for the road to remain segmented and unimproved north of the project site.

The following is a summary of discussion items at each meeting.

January 11, 2006 Community Meeting

- The site plan and project background information was presented by Rhon Ernest-Jones.
- Extensive discussion ensued regarding the community's desire for SW 26th Street to remain unimproved north of the project site.
- There was a strong desire for the primary access to the site **not** to align with the SW 26th Street right-of-way. Accordingly, the applicant agreed to present an alternate site plan at the next meeting with an access point central to the site (access from Flamingo Road).
- There was support for the project, with the condition that SW 26th Street is not improved on the north side of the site. The participants are opposed to the 40 ft. right-of-way dedication, as this creates the possibility for future road improvement.
- The type, size and price range of the proposed homes was discussed.
- The applicant reiterated a commitment to save as many trees as possible on the site, and address trees that were damaged by Hurricane Wilma.
- There was discussion regarding the Davie LDC requirements for dry lot size minimum, lot width requirements, etc.

January 18, 2006 Community Meeting

- A revised site plan was presented, which shows access centrally located from Flamingo Road. Participants were in favor of this plan.
- An alternate site plan was presented that showed the potential for the site if the (current) 40 ft. right-of-way dedication were removed, or if the dedicated area could be counted towards dry lot size. The community was in favor of the alternate plan, which incorporates a lake central to the site, with homes placed around the lake on the perimeter of the property.
- There was general discussion regarding buffering between Stonebrook and the subject site.
- Discussion ensued regarding the potential for deed restricting the right-of-way easement so that vehicular use could not occur in the future.
- Participants discussed surrounding developments, and noted that the site at the northeast corner of Flamingo Road and SW 26th Street is zoned for open space use, and cannot be developed in the future.

I hope this summary and the provided attachments are sufficient to meet the Town's requirements. Please do not hesitate to contact me if I can provide additional information, or clarification of the comments summarized herein.

As you know, this project is scheduled for public DRC consideration on January 25th. Please let me know the time and location of this meeting, and the meeting format. Do we need to be prepared to make a formal presentation at DRC, or is it typically used as a forum to distribute staff review comments?

Thank you.

Craig Bencz, AICP

Director of Planning
Rhon Ernest-Jones Consulting Engineers, Inc.
12500 West Atlantic Boulevard
Coral Springs, FL 33071
Tel: 954.344.9855 ext.106
Fax: 954.341.5961
E-mail: Craig@rejce.com
www.rejce.com

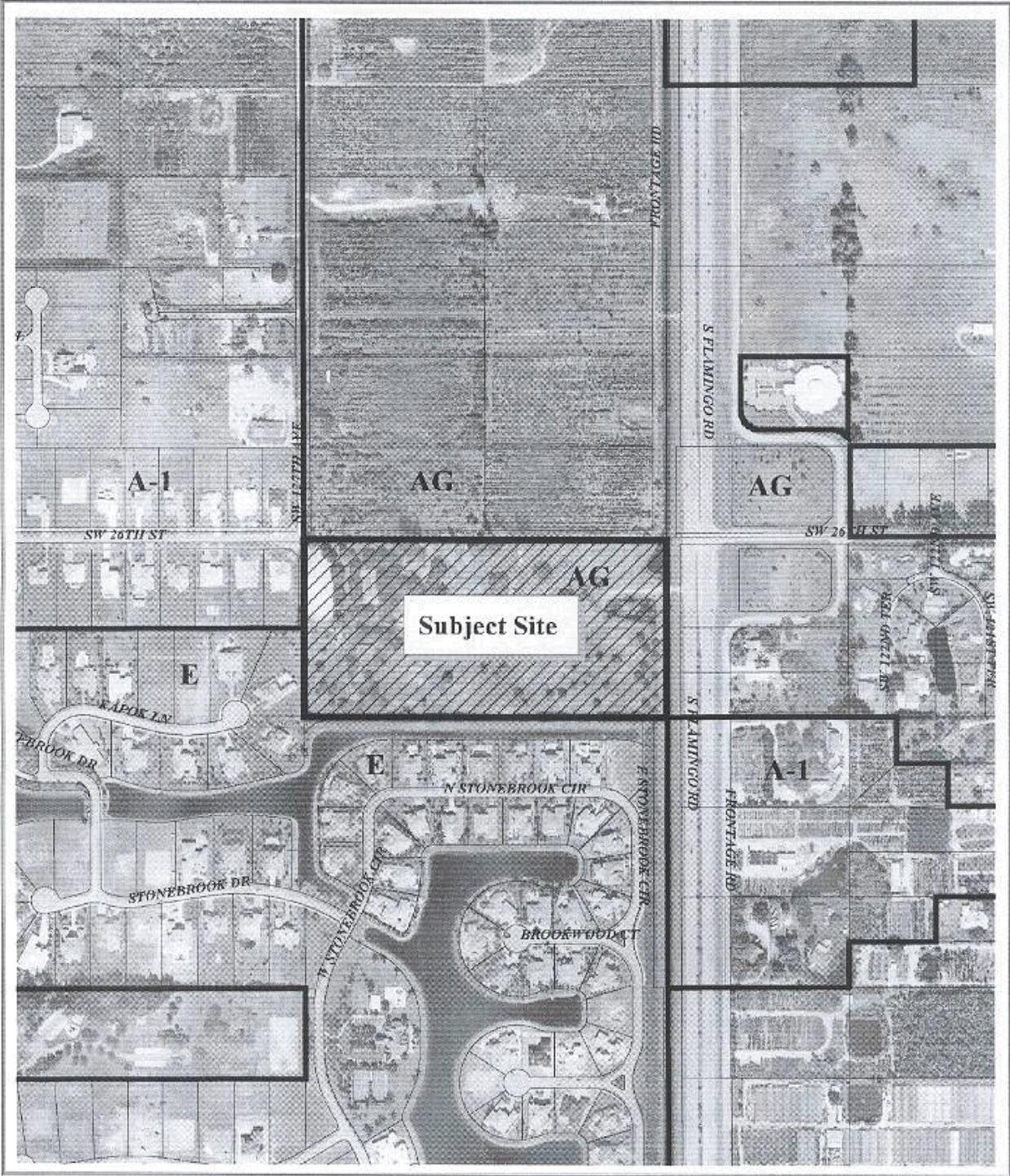
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Exhibit 8 (Aerial, Zoning, and Subject Site Map)



The Town of Davie
 Development Services Department
 Planning & Zoning Division

Type of Map:
Aerial, Zoning, & Subject Site Map



Scale:
 300 0 300 500 Feet

A horizontal scale bar with markings at 300, 0, 300, and 500 feet.

TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Mark A. Kutney, AICP, Development Services Director / (954) 797-1101

PREPARED BY: David M. Abramson, Acting Deputy Planning and Zoning Manager

SUBJECT: Quasi Judicial Hearing: Rezoning Application, ZB 12-2-04/04-466/Wimberly Haven/4631 & 4701 Southwest 73rd Avenue/Generally located 1,140 feet south of Griffin Road, and west of Southwest 73rd Avenue

AFFECTED DISTRICT: District 2

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM:

AN ORDINANCE OF THE TOWN OF DAVIE, FLORIDA, APPROVING REZONING PETITION ZB 12-2-04, CHANGING THE CLASSIFICATION OF CERTAIN LANDS WITHIN THE TOWN OF DAVIE FROM MH-10, MOBILE HOME DISTRICT TO RM-10, MEDIUM DWELLING DISTRICT; AMENDING THE TOWN ZONING MAP TO COMPLY THEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

REPORT IN BRIEF:

The petitioner requests to rezone a portion (approximately 1.8 acres) of subject site located at 4701 Southwest 73rd Avenue FROM: MH-10, Mobile Home District TO: RM-10, Medium Dwelling District; and rezone a portion (approximately .92 acres) of subject site located at 4631 Southwest 73rd Avenue FROM: MH-10, Mobile Home District TO: RM-10, Medium Dwelling District.

The subject site(s) are located approximately 1,140 feet south of Griffin Road, and west of Southwest 73rd Avenue. The petitioner is proposing a multi-family residential development consisting of twenty-seven (27) townhome units. In order to construct this development on lots 4, 9, & 10, totaling approximately 2.72 acres (118,483 square feet), rezoning the above mention lots to a residential multi-family use district (RM-10, Medium Dwelling District) is required.

The subject site(s) Future Land Use Plan Map designations are Residential 10 DU/AC. The Town of Davie's RM-10, Medium Dwelling District zoning designation is consistent with the underlying Land Use Plan Map designation. According to the existing Land Development Code, RM-10 zoning district allows ten (10) multi-family dwelling units per acre, while MH-10 zoning district allows ten (10) mobile homes per acre. Rezoning to the RM-10 zoning district would maintain the residential density and eliminate mobile home uses on the subject site.

This rezoning is consistent with the Comprehensive Plan and does not exceed what was anticipated by the Future Land Use Plan Map designation.

PREVIOUS ACTIONS:

At the March 7, 2007 Town Council meeting, Rezoning Application ZB 12-2-04/Wimberly Haven was tabled to the May 2, 2007 meeting. This was the petitioner’s “fourth” request for deferral. **(Motion carried 3-2, Councilmembers Caletka and Paul were opposed)**

At the January 17, 2007 Town Council meeting, Vice-Mayor Crowley made a motion, seconded by Mayor Truex, to approve, subject to site plan approval, Rezoning Application ZB 12-2 04/Wimberly Haven was approved on the first reading. **(Motion carried 3-2, Councilmembers Caletka and Paul were opposed)**

At the February 7, 2007 Town Council meeting, per the petitioner’s request, Rezoning Application ZB 12-2-04/Wimberly Haven was tabled to the March 7, 2007 meeting. **(Motion carried 5-0)**

At the December 20, 2006 Town Council meeting, per the petitioner’s request, Rezoning Application ZB 12-2-04/Wimberly Haven was tabled to the January 17, 2007 meeting to provide staff with enough time to amend the rezoning application in taking out lots 9 and 10. **(Motion carried 5-0)**

At the December 6, 2006 Town Council meeting, per the petitioner’s request, Rezoning Application ZB 12-2-04/Wimberly Haven was tabled to the December 20, 2006 Town Council meeting. **(Motion carried 5-0)**

CONCURRENCES:

At the November 22, 2006, Planning and Zoning Board Meeting, Mr. Busey made a motion, seconded by Mr. Stevens to deny ZB 12-2-04/Wimberly Haven. **(Motion carried 4-1, the board’s reasons for denial was that the request did not meet the criteria for a rezoning noted in the Land Development Code, Section 12-307(A) (1): (b.) the proposed change will create an isolated zoning district unrelated and incompatible with adjacent and nearby districts; and (d.) the proposed change will adversely affect living conditions in the neighborhood, presenting an adverse or unfavorable impact)**

At the November 8, 2006 Planning and Zoning Board Meeting, rezoning application ZB 12-2-04/Wimberly Haven was tabled to the November 22, 2006 Planning and Zoning Board Meeting. **(Motion carried 4-0, Mr. Bender was absent)**

FISCAL IMPACT: not applicable

Has request been budgeted? n/a

RECOMMENDATION(S):

Staff finds the subject application complete and suitable for transmittal to Town Council for further consideration.

Attachment(s): Planning Report, Ordinance

ORDINANCE _____

AN ORDINANCE OF THE TOWN OF DAVIE, FLORIDA, APPROVING REZONING PETITION ZB 12-2-04, CHANGING THE CLASSIFICATION OF CERTAIN LANDS WITHIN THE TOWN OF DAVIE FROM MH-10, MOBILE HOME DISTRICT TO RM-10, MEDIUM DWELLING DISTRICT; AMENDING THE TOWN ZONING MAP TO COMPLY THEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Davie authorized the publication of a notice of a public hearing as required by law, that the classification of certain land(s) within the Town be changed from: MH-10, Mobile Home District to: RM-10, Medium Dwelling District;

WHEREAS, said notice was given and publication made as required by law, and a public hearing there under was held on the date of the adoption of this ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE FLORIDA:

SECTION 1. That the property herein after described be and the same is hereby rezoned and changed from: MH-10, Mobile Home District to: RM-10, Medium Dwelling District:

a. The subject properties is described in Exhibit "A," which is attached hereto and made a part hereof;

SECTION 2. That the zoning map heretofore adopted by the Town Council be and the same is hereby amended to show the property described in Section 1, herein, as RM-10, Medium Dwelling District.

SECTION 3. All Ordinances or parts of Ordinances in conflict herewith are to the extent of such conflict hereby repealed.

SECTION 4. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion of this Ordinance.

SECTION 5. This Ordinance shall take effect immediately upon its passage and adoption.

PASSED ON FIRST READING THIS _____ DAY OF _____, 2007.

PASSED ON SECOND READING THIS _____ DAY OF _____, 2007.

ATTEST:

MAYOR/COUNCILMEMBER

TOWN CLERK
APPROVED THIS _____ DAY OF _____, 2007.

(Lots 9 & 10)

Surrounding Use(s):
North: Mobile-Home Residential Community
South: Vacant Parcel
East: Plant Nursery
West: Vacant Parcel

Surrounding Future Land Use Plan Map Designation(s):
 Residential – 10 DU/AC
 Residential – 10 DU/AC
 Residential – 3 DU/AC
 Residential – 5 DU/AC

Surrounding Zoning:
North: MH-10, Mobile Home District
South: A-1, Agricultural District
East: A-1, Agricultural District
West: A-1, Agricultural District

(Lot 4)

Surrounding Use(s):
North: Professional Office Building
South: Mobile-Home Residential Community
East: Plant Nursery
West: Vacant Parcel

Surrounding Future Land Use Plan Map Designation(s):
 Commercial
 Residential – 10 DU/AC
 Commercial
 Commercial

Surrounding Zoning:
North: Griffin Corridor District, East Gateway Zone
South: AG, Agricultural District
East: Griffin Corridor District, East Gateway Zone
West: Griffin Corridor District, East Gateway Zone

Zoning History

Application Details

The subject site(s) are located approximately 1,140 feet south of Griffin Road, and west of Southwest 73rd Avenue. The petitioner is proposing a multi-family residential development consisting of twenty-seven (27) townhome units. In order to construct this development on lots 4, 9, & 10, totaling approximately 2.72 acres (118,483 square feet), rezoning the above mention lots to a residential multi-family use district (RM-10, Medium Dwelling District) is required.

The subject site(s) Future Land Use Plan Map designations are Residential 10 DU/AC. The Town of Davie’s RM-10, Medium Dwelling District zoning designation is consistent with the underlying Land Use designation.

Applicable Codes and Ordinances

Section 12-307 of the Land Development Code: review for rezonings.

Section 12-24(D)(5) of the Land Development Code: Medium Density Dwelling (RM-10) Districts: The RM-10 District is intended to implement the ten (10) dwelling units per acre residential classification of the Town of Davie Future Land Use Plan and the residential classification of the Town of Davie Comprehensive Plan by providing for medium density multiple family dwelling districts in the Town of Davie.

Comprehensive Plan Considerations

The subject property falls within Planning Area 9. This Planning Area is south of Griffin Road, generally north of Stirling Road, east of SW 76 Avenue and west of the Florida Turnpike. This area is predominantly agricultural in nature with scattered low-density single-family residential development. Low profile commercial development lines the Griffin Road, Davie Road, and Stirling Road corridors.

Applicable Goals, Objectives & Policies:

Future Land Use Plan, Objective 5: Consistency of Development with Comprehensive Plan, Policy 5-2: The (re)zoning, (re)plating, and site planning of land shall be in compliance with the density ranges shown on the Davie Future Land Use Plan map and the applicable Future Land Use Designation provisions as contained in the Permitted Uses portion of the Implementation Section.

Future Land Use Plan, Objective 17: Land Use Compatibility and Community Appearance, Policy 17-2: No property within the Town shall be rezoned to a zoning district that is not in compliance with the Davie Future Land Use Plan.

Future Land Use Plan, Objective 17: Land Use Compatibility and Community Appearance, Policy 17-6: Town land development regulations shall address incompatible land uses through requirements such as buffering and setbacks.

Future Land Use Plan, Objective 17: Land Use Compatibility and Community Appearance, Policy 17-7: Adopted land development regulations shall continue to set forth setbacks or separation regulations, landscaping requirements, and minimum open space criteria to enhance living and working environments.

Public Participation

The public participation process provides the ability for citizens of the Town of Davie to actively participate in the Town's development procedures. The petitioner conducted meetings with the public on May 11, 2005 and May 13, 2005 at the Town of Davie, Eastside Community Hall. Attached is the petitioner's Citizen Participation Report.

Significant Development Review Committee Comments

These following comments represent significant comments made by the Development Review Committee as part of the review process. All comments have been addressed unless otherwise indicated.

Housing and Community Development:

The Town of Davie's Housing and Community Development Office requires that any owner/developer who plans to rezone an existing mobile home park to another use which would cause the existing residents to be permanently and involuntarily displaced, provide a written "Exit/Relocation Plan" which clearly delineates how each resident will be successfully relocated to comparable replacement housing that is affordable to them. This document is crucial, because the affordable housing crisis in Broward County was exacerbated by Hurricane Wilma; and, options for the relocation of involuntarily displaced mobile home residents into comparable replacement housing that is affordable to them, is extremely limited and may be nonexistent in Davie.

Florida Statute 723.083 "Governmental Action Affecting the Removal of Mobile Home Owners" stipulates that "No agency of municipal, local, county, or state government shall approve any application for rezoning, or take any other official action, which would result in the removal or relocation of mobile home owners residing in a mobile home park, without first determining that adequate mobile home parks or other suitable facilities exist for the relocation of the mobile home owners". The Town's Housing and Community Development Department has already determined that no such comparable housing exists.

Goshen Properties was required to submit written Exit/Relocation Plans for both the Lauderdale/Anchorage and Ponderosa Mobile Home Parks. The Exit/Relocation Plan for the Lauderdale/Anchorage Park was reviewed and approved by this Department. The proposed Exit/Relocation Plan for the Ponderosa Mobile Home Park was submitted, but has not yet been approved. However, the Department concurs that without the knowledge that the applicants rezoning request is granted, the displacement/relocation issue may be moot.

Therefore, I do not object to the processing of this applicants request for a rezoning, as long as it is predicated on the fact that the applicant must subsequently submit a Final Exit/Relocation Plan for the Ponderosa Mobile Home Park residents, which is satisfactory to the Town's Housing and Community Development Department.

I have been working with Mr. Carlton Branker representing Goshen Properties; and, when we met, he agreed to offer all of the residents of the Ponderosa a one-year written lease to remain a tenant at the same rental rates as effective April 1, 2006. Any tenant that did not wish to sign a one-year lease has the right to remain on a month-to-month basis, at the same rental rates.

Mr. Branker agreed not to seek any additional rental increases during the 15 month period effective April 1, 2006. (This affects all residents whether they accept the one year lease option or not). Should any of the current tenants move out voluntarily during the 15 month period, Goshen Properties may or may not choose to re-rent that mobile home. If they do, any prospective tenant must receive the same guaranteed rent for the balance of the 15 month period that commenced April 1, 2006. Goshen Properties must provide this office with Notarized Affidavits from any tenant who seeks to voluntarily relocate, evidencing that they have not been coerced to leave, and that they have located comparable replacement housing of their own choosing.

Mr. Branker agreed to submit the Final Relocation Exit/Plan to this Office three (3) months prior to the state-mandated 6 month notice period, in accordance with Florida Statute 723. He guaranteed that no displacement/relocation will be pursued during this period; and, from April 1, 2006 to June 30, 2007, all compliant residents will remain in occupancy at the current rental rates i.e., there can be no rent increase through June 30, 2007.

If the rezoning request is granted, and the decision is made to move forward with the development, Goshen Properties must submit their Final Exit/Relocation Plan to the Housing and Community Development Office within 90 days. During that time, all residents must be interviewed and an individual relocation plan must be formulated for each resident which is tailored to their specific needs. Each Individualized Exit/Relocation Plan will be presented to this Department for review and approval.

Each tenant must receive just compensation for their mobile home unit and sufficient financial assistance (relocation payments) to move into decent, safe, sanitary, comparable replacement housing that is affordable to them.

Please ensure that any rezoning is contingent on all items outlined herein. Thanks for your cooperation and assistance in this matter.

Staff Analysis

The purpose of this request is to rezone the subject site(s) from MH-10, Mobile Home District to RM-10, Medium Dwelling District. According to the existing Land Development Code, RM-10 zoning district allow ten (10) multi-family dwelling units per acre, while MH-10 zoning district allows ten (10) mobile homes per acre. Rezoning to the RM-10 zoning district would maintain the residential density and eliminate mobile home uses on the subject site.

Findings of Fact

Rezoning:

Section 12-307(A) (1):

The following findings of facts apply to the rezoning request:

Staff finds the subject application complete and suitable for transmittal to the Planning and Zoning Board and Town Council for further consideration.

Planning and Zoning Board Recommendation

At the November 22, 2006, Planning and Zoning Board Meeting, Mr. Busey made a motion, seconded by Mr. Stevens to deny ZB 12-2-04/Wimberly Haven. **(Motion carried 4-1, the board's reasons for denial was that the request did not meet the criteria for a rezoning noted in the Land Development Code, Section 12-307(A) (1): (b.) the proposed change will create an isolated zoning district unrelated and incompatible with adjacent and nearby districts; and (d.) the proposed change will adversely affect living conditions in the neighborhood, presenting an adverse or unfavorable impact)**

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Town Council Motion

At the March 7, 2007 Town Council meeting, Rezoning Application ZB 12-2-04/Wimberly Haven was tabled to the May 2, 2007 meeting. This was the petitioner's "fourth" request for deferral. **(Motion carried 3-2, Councilmembers Caletka and Paul were opposed)**

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Exhibit(s)

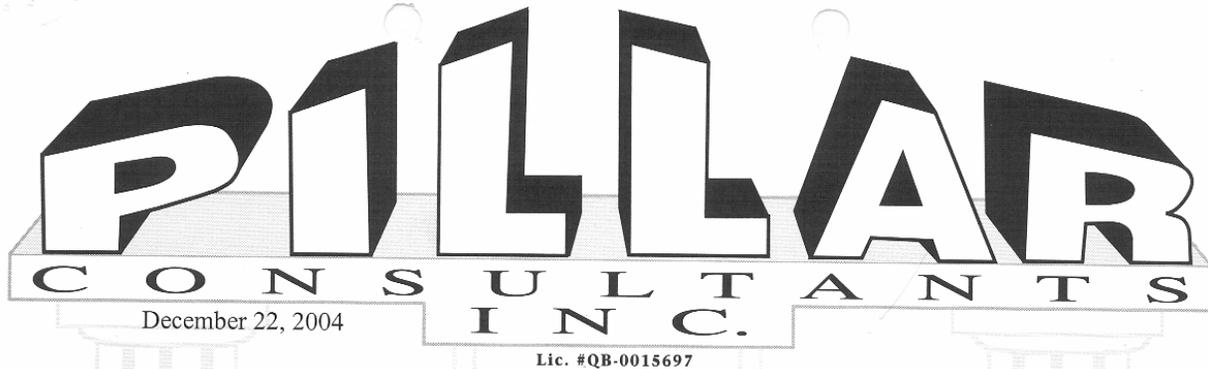
1. Justification Letter
 2. 1,000' Mail out Radius Map
 3. Property Owners within 1,000' of the Subject Site
 4. Public Participation Notice
 5. Public Participation Sign-In Sheets
 6. Public Participation Summaries
 7. Public Participation Report
 8. Conceptual Site Plan
 9. Future Land Use Plan Map
 10. Aerial, Zoning, and Subject Site Map
-

Prepared by: _____

Reviewed by: _____

File Location: P&Z\Development Applications\Applications\ZB_Rezoning\ZB_04\ZB 12-2-04 Wimberly Haven

Exhibit 1 (Justification Letter)



Ms. Marcie Oppenheimer Nolan, AICP
Development Services Department
Planning and Zoning Division
Town of Davie
6591 Orange Drive
Davie, Florida 33314

RE: **GOSHEN PROPERTIES**
Rezoning Application Justification Statement

The following is our justification for our rezoning request.

- Criteria:** *The proposed change is not contrary to the adopted comprehensive plans, as amended, or any element or portion thereof.*
Response: Both the Existing and Future Land Use Map for the Town of Davie Comprehensive Plan identifies the subject property as “Residential 10 units per acre”. Therefore, The proposed rezoning change from the “MH-10” to “RM-10” district is not contrary to the adopted comprehensive plan.
- Criteria:** *The proposed change would not create an isolated zoning district unrelated and incompatible with adjacent and nearby districts.*
Response: The proposed change will not create an isolated zoning district unrelated or incompatible with nearby districts. These properties are currently within an area zoned and in use as MH-10. The land under consideration for rezoning is surrounded with a mix of zoning densities (R-5 to the west, R-3 to the East, MH-10 and A-1 to the South and West Gateway to the North).
- Criteria:** *Existing zoning district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.*
Response: The subject parcels of land are within a Land Use area designated “Residential 10 units per acre”. Rezoning the parcels from MH-10 to RM-10 will maintain a uniform zoning district. The same density will be maintained.
- Criteria:** *The proposed change will not adversely affect living conditions in the neighborhood.*

General Contracting • Design/Build • Construction Management
Consulting Engineers • Planners • Surveyors

5400 SOUTH UNIVERSITY DRIVE, SUITE 101 • DAVIE, FLORIDA 33328 • OFFICE 954-680-6533 • FAX 954-680-0323

Response: The proposed change from MH-10 to RM-10 and the development of townhouses as we propose will not adversely affect living conditions in the neighborhood, but on the contrary be a better condition for the community. The proposed development will be an upgrade from the existing trailer park. Pedestrian connectivity will be constructed where there is currently none. Dumpster facilities and emergency access will also be provided where there currently is none. Parking to meet the code will be provided where there is currently little or no parking provided now. Landscaping will be installed to beautify the area. Water distribution system will be upgraded to meet current demand thereby increasing fire protection and domestic service. Septic tanks will be replaced with city sewer service. All in all the neighborhood will be a safer and more desirable place to live.

5. **Criteria:** *The proposed change will not create or excessively increase automobile and vehicular traffic congestion above that which would be anticipated with permitted intensities or densities of the underlying land use plan designation, or otherwise affect public safety.*

Response: The underlying land use designation is “Residential 10 units per acre”. The proposed rezoning does not affect the vehicular traffic generated from this site because the existing zoning and the proposed zoning have the same density.

6. **Criteria:** *The proposed change will not adversely affect other property values.*

Response: The proposed change from MH-10 to RM-10 and the development of townhouses as we propose will not adversely affect living conditions in the neighborhood, but on the contrary be a better condition for the community. The anticipated value of the townhouses will be \$280,000.00 to \$325,000.00 which is substantially above the value of the existing mobile homes. This not only increases the tax base for the Town but also increases the values of the surrounding properties.

7. **Criteria:** *The proposed change will not be a deterrent to the improvement or development of other property in accord with existing regulations.*

Response: The proposed change in zoning is in no way a deterrent to the improvement or development of other property. On the contrary, by leading the way we feel it will spur development within this area. Our development will bring water and sewer utilities to the adjacent property thereby enhancing the ability of those adjacent properties to develop.

8. **Criteria:** *The proposed change will not constitute a grant of special privilege to an individual owner as contrasted with the welfare of the general public.*

Response: We are requesting a zoning district with an identical density to the existing zoning district. Therefore, it is not a grant of special privilege. The potentially increased property values of the adjacent properties will be a positive impact on the welfare of the general public.

9. **Criteria:** *There are substantial reasons why the property cannot be used in accord with the existing zoning.*

Response: The property is currently in use under the existing zoning as a mobile home development. The trailers are situated on rented land which has inadequate fire protection, insufficient parking, sewage is being handled via septic systems, and there is virtually no existing landscaping. We propose to change those conditions with our new development of townhouses.

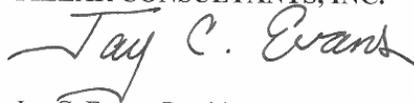
10. **Criteria:** *The proposed zoning designation is the most appropriate designation to enhance the Town's tax base given the site location relative to the pattern of land use designations established on the future land use plan map, appropriate land use planning practice, and comprehensive plan policies directing land use location..*

Response: The proposed zoning designation is the most appropriate designation to enhance the Town's tax base. The proposed zoning conforms with the Future Land Use plan and is compatible with the surrounding zoning. This proposed zoning will not increase density and therefore will not affect traffic. The increased value of our proposed development over the current use will increase the Town's tax base.

In conclusion, it is our opinion that the use contemplated with this rezoning request is the most appropriate for the Town and the neighboring residence. We feel that this property is best suited to be developed as townhouses keeping the same density as the current use. This comprehensive and cohesive planned development which will benefit and serve the residents of the Town of Davie for years to come is overwhelmingly more desirable than the uses currently utilized under the existing zoning district.

We respectfully submit this application for rezoning for your consideration and ultimate approval. Should you have any questions or require further documentation, please do not hesitate to contact me.

Sincerely,
PILLAR CONSULTANTS, INC.



Jay C. Evans, President

Exhibit 2 (Amendment to Rezoning Request Letter)

LAW OFFICES
DOUMAR, ALLSWORTH, CROSS, LAYSTROM,
VOIGT, WACHS, MAC IVER & ADAIR, LLP

JOHN H. ADAIR, III, P.A.
EMERSON ALLSWORTH, P.A.
E. SCOTT ALLSWORTH, P.A.
MARK E. ALLSWORTH, P.A.
KAREY L. BOSACK, P.A.
J. GARY BROWN, JR., P.A.
WILLIAM S. CROSS, P.A.**

† ALSO ADMITTED IN PENNSYLVANIA
* ALSO ADMITTED IN MICHIGAN
** CERTIFIED CIRCUIT CIVIL AND FAMILY MEDIATOR

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RAYMOND A. DOUMAR, P.A.*
C. WILLIAM LAYSTROM, JR., P.A.
STUART J. MAC IVER, P.A.
ANDRE PARKE, P.A.
JOHN D. VOIGT, P.A.
JEFFREY S. WACHS, P.A.†
JOHN W. PERLOFF, P.A.
OF COUNSEL

VIA FAX AND U.S. MAIL
(954) 797-1204

December 13, 2006

Mr. David M. Abramson
Planner II
Town of Davie
6591 Orange Drive
Davie, Florida 33314-3399

Re: Rezoning Application ZB12-2-04/04-466/Wimberly Haven
Owner: Goshen Properties
Petitioner: Colonade Construction Group

Dear Dave:

Please be advised that Bill Laystrom and I have been asked to assist the owner and petitioner with regard to this rezoning application. It is our understanding that the matter is currently scheduled to go before the Town Council at their meeting of Wednesday, December 20, 2006. Please accept this letter on behalf of owner and petitioner as a request to table the item from the December 20, 2006 agenda. We would respectfully request this matter be placed on the Town Council agenda for the meeting of Wednesday, January 17, 2007, if that is possible.

Mr. David M. Abramson
December 13, 2006
Page 2

As you know, the pending rezoning application addresses two separate properties. One consists of Lots 9 and 10 at 4701 S.W. 73rd Avenue, while the other consists of Lot 4 located at 4631 S.W. 73rd Avenue. By way of this letter we would also request to withdraw the rezoning request as to Lots 9 and 10, 4701 S.W. 73rd Avenue. We would like to proceed with the rezoning application as to Lot 4, 4631 S.W. 73rd Avenue, only. Please let me know if anything further is required to accomplish this.

Thank you for your assistance in this regard. Please contact Bill or me should you have any questions.

Sincerely,



JOHN D. VOIGT
For the Firm

JDV/kdr

cc: Carlton Branker, Goshen Properties
Frank Costoya, Colonade Construction Group
Jay Evans, Pillar Consultants, Inc.

Exhibit 4 (Property Owners within 1,000' of the Subject Site)

SP 12-2-04 / Wimberly Haven

1 of 5

FOLIO	NAME LINE	ADDRESS_LI	ADDRESS_1
504127390310	ALFONSO,CARRIE ROSE	3040 SW 19 ST	MIAMI FL 33145
504127390140	ALLBRIGHT,ANITA L	4625 SW 75 WAY	DAVIE FL 33314
504127090060	AMBRIANO,JOSEPH &	901 PINECROFT CT	FRANKLIN LAKES NJ 07417-1711
504127280090	ANGULO,ALFREDO & JUDITH	7031 SW 40 CT	DAVIE FL 33314
504127390280	ANTIEAU,KATHY J &	4622 SW 75 WAY	DAVIE FL 33314
504127020500	ARMSTRONG,PATRICK B & JANIE E	4410 SW 73RD TER	DAVIE FL 33314-3033
504127390170	AYALA,SANDRA	4669 SW 75 WAY #103	DAVIE FL 33314
504127140070	BAMFORD,VALERIE R	4701 SW 74 TER	DAVIE FL 33314-4129
504127020490	BOLLEN,VICKI	4400 SW 73RD TER	DAVIE FL 33314-3033
504127280710	BONHOMMETTE,SONIA	4441 SW 72 TER	DAVIE FL 33314
504127271520	BORENS,BRIAN S 1/2 INT-EA	4415 SW 72 WAY	DAVIE FL 33314-3153
504127020510	BROADBENT,ROBERT J	5095 SW 73RD AVE	DAVIE FL 33314-4801
504134010911	BOVIE,DONALD	7301 ORANGE DR	DAVIE FL 33314-3015
504127280700	BROWN,DEBORAH LYNN	4435 SW 72 TER	DAVIE FL 33314-3133
504127320180	BUCCI,PATRICK J	4345 SW 74 TER	DAVIE FL 33314-3016
504127280730	BURRINI,GERALDINE	4710 SW 72ND AVE	DAVIE FL 33314-4116
504127010748	CALDWELL,RONALD C & BILLIE A	4451 SW 72ND TER	DAVIE FL 33314-3133
504127010731	CASS,C W & GYNNETTE	4785 SW 72 AVE	DAVIE FL 33314-4115
504127320130	CASSIDY,SHAWN M & CHERYL L	4750 SW 72ND AVE	DAVIE FL 33314-4116
504127280770	CASTRO,NELSON &	4420 SW 74 WAY	DAVIE FL 33314-3020
504127370020	CENTERLINE OFFICE AT DAVIE LLC	4331 SW 72 TER	DAVIE FL 33314-3154
504127390080	CHIANG,WINNIE KOK-WEAY &	825 CORAL RIDGE DR	CORAL SPRINGS FL 330071
504127320190	CLOUGH,DIANE	2828 POINCIANA CIR	COOPER CITY FL 33026
504127140220	COHEN,BARRY	4401 SW 74 TER	DAVIE FL 33314
504127320020	COHEN,JARRED S	401 MEADOW RD	DURANGO CO 81301
504127140100	COLLINS,JUDITH MADISON 1/2 INT	4400 SW 74 TER	DAVIE FL 33314-3046
504127280011	COUNTRY CREEK CLUB HOMEOWNERS	4761 SW 74TH TER	DAVIE FL 33314-4129
504127320140	D'ANDREA,CHARLES N JR	2880 W OAKLAND PARK BLVD STE 203	FORT LAUDERDALE FL 33311-1350
504127390190	D'ANIELLE,CATHY DAVIS &	7260 SW 44 CT	DAVIE FL 33314-3154
504127390180	DANIELS,TRAVIS	4241 HENDRICKS ISLE #11	DAVIE FL 33314
504127020260	DANISJ,ROSA MARIA	4665 SW 75 WAY #104 BLDG 3	FT LAUDERDALE FL 33301
504127390230	DAVIS,TREVOR &	4490 SW 74 AVE	DAVIE FL 33314
504127090040	DELL TRAILER PARK INC	1590 SW 190 AVE	DAVIE FL 33314-3027
504134010920	DELLUTRI,SALVATORE & MARIA ELENA	1669 MINORS BRANCH ROAD	HOLLYWOOD FL 33029
504127320010	DEMPSEY,SCOTT ANDREW	5075 SW 73 AVE	STAMPING GROUND KY 40379-9660
504127390410	DENGLER,DOUGLAS J &	4420 SW 74 TER	DAVIE FL 33314-4801
504127020300	DETAIA,STEPHEN 1/2 INT	6030 SW 8 ST	DAVIE FL 33314-3046
504127140200	DEYBACH,JOEL	4331 SW 73RD TER	PLANTATION FL 33317
504127270880	DIEDRICK,DIANE L	7124 CHESAPEAKE CIRCLE	DAVIE FL 33314-3030
		4450 SW 72ND WAY	BOYNTON BEACH FL 33436

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504127390390	DINON, THOMAS SR &	7436 WILLOW GROVE PL	DAVIE FL 33314
504127020470	DOMES, EDWARD & SANDRA L	4001 SW 111 AVE	DAVIE FL 33328
504127390290	DURAND, JEAN AUGUSTIN &	4626 SW 75 WAY	DAVIE FL 33314
504127280760	EAMIELLO, STEVEN P & NANCY C	4461 SW 72 TER	DAVIE FL 33314-3133
504127271510	EDMISTON, JONATHAN	4411 SW 72 WAY	DAVIE FL 33314
504127140050	EDWARDS, PAULINE L	4671 SW 74TH TER	DAVIE FL 33314-4127
504127270890	ELEFANO, REVIE & EDWINA	4444 SW 72 WAY	DAVIE FL 33314-3150
504127390350	ELKMAN, RICHARD & CYNTHIA	16292 BRISTOL POINTE DR	DEL RAY BEACH FL 33446
504127010741	ENGULANON, SEDTASAK 1/2 INT	4710 SW 72 AVE	DAVIE FL 33314-4115
504127390300	ESCLASANS, SUSANA &	5286 SW 34 WAY	FORT LAUDERDALE FL 33312
504127020050	ESTES, KENNETH RAY TR	7443 HOPEFUL RD	FLORENCE KY 41042-9464
504127140190	ESTRADA, ROBERT M	4640 SW 74TH TER	DAVIE FL 33314-4128
504127390050	FAVEROLA, GABRIELA G &	8325 S LAKE FOREST DR	DAVIE FL 33328
504127390130	FLORENO, MICHAEL J	9010 SW 53 ST	COOPER CITY FL 33328
504127390370	GARAY, MARY A	11054 ROSE HILL DR	CLERMONT FL 34711
504127010751	GIOIA, ANNA C REV TR	4780 SW 72 AVE	DAVIE FL 33314-4116
504127140020	GLENN, RONALD E	4621 SW 74TH TER	DAVIE FL 33314-4127
504127020220	GONZALEZ, ARMANDO	4330 SW 74 AVE	DAVIE FL 33314-3025
504127280810	GOOSSEN, KEVIN RAY 1/2 INT	7256 SW 44TH CT	DAVIE FL 33314-3154
504127090080	GOSHEN PROPERTIES II LLC	2211 NW 94 AVE	DAVIE FL 33024
504127090020	GOSHEN PROPERTIES LLC	3816 HOLLYWOOD BL VD #203	DAVIE FL 33024
504127270840	GREEN, DANIEL & KIMBERLY	7216 SW 44 CT	DAVIE FL 33314
504127390160	GRIFFITH, VICKI	4673 SW 75 WAY	DAVIE FL 33314
504127010744	GRIFFON MANAGEMENT CO	2972 WENTWORTH	WESTON FL 33332-1841
504127390100	HARALA, MARY ALEXANDRA &	10605 OLD HAMMOCK WAY	WELLINGTON FL 33414
504127390270	HARRINGTON, SCOTT &	4618 SW 75 WAY	DAVIE FL 33314
504127270870	HINMAN, JON J & SHARI A	7200 SW 44 CT	DAVIE FL 33314
504127010754	HOLLAND, JAMES E	4771 SW 72ND AVE	DAVIE FL 33314-3161
504127020230	INGMIRE, CHARLOTTE E	4340 SW 74TH AVE	DAVIE FL 33314-4115
504127010736	JAMES B PIRTLE CONSTR CO INC	4740 DAVIE ROAD	DAVIE FL 33314-3025
504127140090	JAMES, FREDERICK	4741 SW 74 TER	DAVIE FL 33314
504127390330	JENKINS, BRAD	4642 SW 75 WAY	DAVIE FL 33314
504127390420	K2 PROPERTIES LLC	5008 NW 119 TER	CORAL SPRINGS FL 33076
504127140140	KATZ, DANIEL &	4740 SW 74 TER	DAVIE FL 33314-4130
504127390020	KAUFMAN, GARY &	10707 SW 51 ST	DAVIE FL 33328
504127390060	KHOURY, HOWAYDA & SAMER A	4754 HIBBS GROVE TER	COOPER CITY FL 33330
504127390070	KNIES, TODD J & ADRIANA	11500 NW 8 ST	PLANTATION FL 33325
504127280690	KOSSAK, KATARZYNA	4431 SW 72 TER	DAVIE FL 33314-3133
504127010730	LACHOWICZ, SHARON L	4757 SW 72ND AVE	DAVIE FL 33314-4115
504127390400	LAINING, CAROLYN &	7440 SW 75 WAY	DAVIE FL 33328
504127020290	LANDIS, STEVEN 1/2 INT	4341 SW 73 TER	DAVIE FL 33314
504127020240	LANG, INGO	4200 SW 102 AVE	DAVIE FL 33328

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504127390150	LASTRIN INVESTMENTS INC	3778 BENEVA OAKS BLVD	SARASOTA FL 34238
504134010910	LAUDERDALE,VIRGINIA REV TR	5306 SW 76 AVE	DAVIE FL 33328-5404
504127020480	LAZAR,CORNEL & ALINA LUMINITA	4340 SW 73 TER	DAVIE FL 33314
504127271550	LEPAGE,MICHEL & CAROLE	4431 SW 72ND WAY	DAVIE FL 33314-3153
504127280720	LIU,YING FANG &	4445 SW 72 TER	DAVIE FL 33314
504127010734	LLOYD,RONALD & DANIELLE	4720 SW 72 AVE	DAVIE FL 33314-4116
504127020270	LUSARDO,ROGER &	4621 SW 73 TER	DAVIE FL 33314
504127140030	LYDEN,HELEN REV TR	4641 SW 74 TER	DAVIE FL 33314-4127
504127010749	MAAYA,RAMSEY E & MISTY L	4680 SW 74TH TER	DAVIE FL 33314-4128
504127010921	MADURO,ARMAND EUGENE	4781 SW 72ND AVE	DAVIE FL 33314-4115
504134010921	MARINO,KENNETH J	5070 SW 76TH AVE	DAVIE FL 33328-4602
504127010737	MARRIOTT,BETTY M LE 1/2 INT EA	4721 SW 72 AVE	DAVIE FL 33314-4115
504127390220	MARTINEZ,LUIS R	4654 SW 75 WAY	DAVIE FL 33314
504127390340	MASSRE,MORRIS &	2222 NW 129 AVE	PEMBROKE PINES FL 33028
504127280740	MC GUIRE,JAMES J	4455 SW 72ND TER	DAVIE FL 33314-3133
504127010810	MC HUGH,JOSEPH M	7550 GRIFFIN RD	DAVIE FL 33314-4138
504127390040	MCCARTHY,TIM	4609 SW 75 WAY	DAVIE FL 33314
504127390120	MEJIA,JUAN	4633 SW 75 WAY	DAVIE FL 33314
504127280060	METTS,LYNDSY A 1/2 INT	4434 SW 72 TER	DAVIE FL 33314-3130
504127010745	MICONE,JAMES C & CHERIE D	4761 SW 72ND AVE	DAVIE FL 33314-4115
504127020040	MIZE,ROBIN	4341 SW 74 AVE	DAVIE FL 33314-3043
504127320200	MOORE,JOSEPH JAY III & KATHERINE	4425 SW 74TH TER	DAVIE FL 33314-3047
504127390011	MORGENSTEIN,VLADIMIR & IRINA	10885 L.A. SALINAS CIR	DAVIE FL 33314-3161
504127270860	MOZLEY,ROBERT A JR & LATRICIA A	7206 SW 44TH CT	BOCA RATON FL 33314
504127280080	MUSSER,STEPHEN B	4424 SW 72 TER	DAVIE FL 33314-3161
504127271540	MYRICK,ALLEN	4425 SW 72ND TER	DAVIE FL 33324
504127010770	NAPOLITANO ANGELO TR	1521 N W 165 ST	DAVIE FL 33314-3133
504127010780	NAPOLITANO ANGELO TR	1521 N W 165 ST	MIAMI FL 33169-5642
504127010800	NAPOLITANO ANGELO TR	1521 N W 165 ST	MIAMI FL 33169-5642
504127390090	NELSON,GLADYS	4645 SW 75 WAY	MIAMI FL 33169-5642
504127271540	NODARSE,ANTHONY J	4425 SW 72 WAY	DAVIE FL 33314
504127270830	O'CONNELL,DENNIS 1/2 INT EA	7220 SW 44TH CT	DAVIE FL 33314-3153
504127140040	OLEARY,SPITZER,MARY 1/2 INT EA	4651 SW 74 TER	DAVIE FL 33314-3161
504127010752	OLSON,SHIRLEY J REV LIV TR LE	705 CAMBRIDGE AVE	DAVIE FL 33314-4127
504127390260	OWEN,LINDA	4670 SW 75 WAY	MENLO CA 94025
504127320040	PAGLIARULO,JOSEPH J TR	4320 SW 74 TER	DAVIE FL 33314
504127140080	PALM,RONALD	4721 SW 74 TER	DAVIE FL 33314
504127140180	PARMA,GANGA & DEORANIE	4660 SW 74 TER	DAVIE FL 33314-4129
504127010791	PEARSON,DELORIS LEE TR	7410 GRIFFIN RD	DAVIE FL 33314-4128
504127280660	PERNIA,JOSE LUIS	733 NW 104 AVE #201	DAVIE FL 33314-4136
504127280790	PIRILLI,JOHANNA REV TR	7266 SW 44 CT	COOPER CITY FL 33026
504127010742	PLUMMER,RICKARDO A & LISA R	4760 SW 72ND AVE	DAVIE FL 33314-3154
			DAVIE FL 33314-4116

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504127010811	PLYMOUTH PARK TAX SERV LLC	PO BOX 2288	MORRISTOWN NJ 07962-2288
504127140160	QUEVEDO,HECTOR JR &	4700 SW 74 TER	DAVIE FL 33314
504127010738	RADANOF,ROY M TR	4747 SW 72ND AVE	DAVIE FL 33314-4115
504127280670	RAY,HENRY	4421 SW 72 TER	DAVIE FL 33314
504127390030	REGAL,CATHERINE &	4613 SW 75 WAY	DAVIE FL 33314
504127270850	RIOS,HECTOR & LOURDES PEREZ	7210 SW 44 CT	DAVIE FL 33314-3161
504127020280	RITCHEY,RONNIE 1/2 INT EA	4415 SW 73 TER	DAVIE FL 33314-3032
504127020020	RODERMICK,WILLIAM P & GLENDA L	4491 SW 74TH AVE	DAVIE FL 33314-3026
504127140110	ROGERS,RALPH L & MICHELLE K	4781 SW 74 TER	DAVIE FL 33314-4129
504127010755	ROSS,JEANNE ANN & MICHAEL &	4775 SW 72 AVE	DAVIE FL 33314-4115
504127010814	SACCULLO,JAMES & LENORE	4611 S UNIVERSITY DR PMB 443	DAVIE FL 33328
504127390360	SANCHEZ,DOMINGO	7424 WILLOW GROVE PL	DAVIE FL 33314
504127280820	SANDOVAL,FEDERICO & JOSEFA	7250 SW 44TH CT	DAVIE FL 33314-3154
504134010912	SANTAGO,RAFAEL I	5101 SW 73 AVE	DAVIE FL 33314
504127010747	SCHAEFER,CYNTHIA	4786 SW 72 AVE	DAVIE FL 33314-4116
504134010930	SCHICK,MARIE PENELOPE REV LIV TR	4901 SW 73 AVE	DAVIE FL 33314
504127390380	SCHMIDT,CARLOS G &	19347 S WHITEWATER AVE	WESTON FL 33332
504127010746	SCHWARTZ,SUSAN	4770 SW 72ND AVE	DAVIE FL 33314-4116
504127090050	SELBY,DAVID L & KATHERINE	4755 SW 73 AVE	DAVIE FL 33314
504127280780	SHATA,MAHMUD 1/2 INT	7270 SW 44 CT	DAVIE FL 33314
504127280050	SIMMS,LEONARD & ROSE MARIE	4440 SW 72ND TER	DAVIE FL 33314-3130
504127280040	SIMMS,LOTTIE J	4444 SW 72ND TER	DAVIE FL 33314-3130
504134010923	SKYDELL,JEFFREY &	5060 SW 76TH AVE	DAVIE FL 33328-4602
504127390110	SKYDELL,JEFFREY B &	5060 SW 76 AVE	DAVIE FL 33328
504127271530	SMITH,JAY A	4421 SW 72 WAY	DAVIE FL 33314-3153
504127140060	SMITH,PAUL & ZELMA LE	4691 SW 74TH TER	DAVIE FL 33314-4127
504127020250	SNYDER,BETH LYNN	4410 SW 74 AVE	DAVIE FL 33314-3027
504127140120	SORGE,JONATHAN I & SALVATRICE S	4780 SW 74 TER	DAVIE FL 33314-4130
504134010610	SPEHLING,AMY	4200 SW 77 AVE	DAVIE FL 33314
504134010620	SPEHLING,AMY	4200 SW 77 AVE	DAVIE FL 33328
504127140210	SPIECE,ROBERT R JR	4641 SW 74 TER	DAVIE FL 33314-4132
504127140010	SPIECE,ROBERT R JR	4641 SW 74 TER	DAVIE FL 33314
504127010761	SPYKE,ARIAN O REV TR	4990 SW 73 AVE	DAVIE FL 33314-4126
504127010750	SPYKE,PETER D TR,SPYKE,T A TR	3111 PEACHTREE CIRCLE	DAVIE FL 33328-6706
504127010760	SPYKE,PETER D TR,SPYKE,T A TR	3111 PEACHTREE CIRCLE	DAVIE FL 33328-6706
504127270900	STAHL,BRIAN M &	4440 SW 72 WAY	DAVIE FL 33314-3150
504127090013	STATE OF FLORIDA,DOT	3400 W COMMERCIAL BLVD	FT LAUDERDALE FL 33309-3421
504127120210	STRAIN,RICHARD E JR	5001 SW 70TH AVE	DAVIE FL 33314-4901
504127120211	STRAIN,RICHARD E JR	5001 SW 70TH AVE	DAVIE FL 33314-4901
504134010611	STRAIN,RICHARD E JR	5001 SW 70 AVE	DAVIE FL 33314-4901
504127390200	TAFUR,JAVIER M &	4657 SW 75 WAY	DAVIE FL 33314
504127010753	TELLO,CARLOS A & SILVIA T	4769 SW 72 AVE	DAVIE FL 33314-4115

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504127390250	THE ASHLEY GROUP LLC	10051 NW 3 ST	DAVIE FL 33324
504127140130	THEODOSIOU,SUSAN	4760 SW 74 TER	DAVIE FL 33314-4130
504127010740	TOMSEY,JERRY M & CANDACE S	4776 SW 72 AVE	DAVIE FL 33314-4116
504127020021	TOWN OF DAVIE	6591 SW 45 ST	DAVIE FL 33314-3348
504127010733	TRUEX,THOMAS A & JANET L	4740 SW 72ND AVE	DAVIE FL 33314-4116
504127320030	VILARINO,NILDA &	4340 SW 74 TER	DAVIE FL 33314-3000
504127020012	VONGUNTEN,RICHARD & MALA	7415-7417 ORANGE DR	DAVIE FL 33314
504127020010	WALDFOGEL,SIDNEY	7401 ORANGE DR	DAVIE FL 33314-3017
504127140150	WALKE,WILLIAM & JENNIFER	4720 SW 74 TER	DAVIE FL 33314-4130
504127390320	WARREN,WILLIAM BRIAN LIV TR	2114 CLUB VISTA PLACE	LOUISVILLE KY 40245
504127390210	WAUNSCH,JOHN & ROBIN	4650 SW 75 WAY	DAVIE FL 33314
504127390010	WILLOW GROVE H O A	825 CORAL RIDGE DR	CORAL SPRINGS FL 33071
504127020030	WUNDERLICH,P H & SARA G	4741 SW 72ND AVE	DAVIE FL 33314-4115
504127390240	WYNN,ROBERT E	4401 SW 74 AVE	DAVIE FL 33314
504127390270	YEE,LINDA CHIN	4662 SW 75 WAY	DAVIE FL 33314
504127280070	ZACHER,STEPHEN G & GAYLE	4430 SW 72ND TER	DAVIE FL 33314-3130
504127010739	ZARTOLAS,C & ADA H TR	4756 SW 72ND AVE	DAVIE FL 33314-4116

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Exhibit 5 (Public Participation Notice)



Goshen Properties, LLC

Residential and Commercial Development Services

April 28, 2005

Town of Davie Planning and Zoning Division
6591 Orange Drive
Davie, FL 33314-3399

ATT: David Abramson

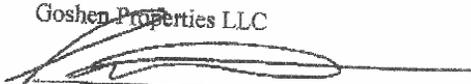
RE: .9243 acres (40,260 sq. ft) Residential Parcel of land.
South Side of Griffin Road on 76th Avenue
Lot 4, of WIMBERLY ADDITION TO DAVIE, according
To the Plat thereof, as recorded in Plat Book 14, at Page 18 of
The Public Records of Broward County, Florida

Dear Property Owner:

Please be advised that on Wednesday May 11, 2005 and Friday, May 13, 2005 at 6:00 p.m., we will be at the Town of Davie East Side Community Hall, located at 4300 S.W. 55th Avenue to discuss the proposed improvements to the subject parcel of land. We will have plans of the proposed rezoning of the above-mentioned parcel, as well as, site plan development which will consist of 19,795 square feet of town homes. We will be ready to answer any question you may have, and will listen to any suggestions.

Sincerely,

Goshen Properties LLC


Carlton R. Branker, Principal

Enclosure: Proposed Site Plan



Goshen Properties, LLC

Residential and Commercial Development Services

April 28, 2005

Town of Davie Planning and Zoning Division
6591 Orange Drive
Davie, FL 33314-3399

ATT: David Abramson

RE: 1.8 acres (80,544 sq. ft) Residential Parcel of land.
South Side of Griffin Road on 76th Avenue
Lots 9 and 10, of WIMBERLY ADDITION TO DAVIE, according
To the Plat thereof, as recorded in Plat Book 14, at Page 18 of
The Public Records of Broward County, Florida

Dear Property Owner:

Please be advised that on Wednesday May 11, 2005 and Friday, May 13, 2005 at 6:00 p.m., we will be at the Town of Davie East Side Community Hall, located at 4300 S.W. 55th Avenue to discuss the proposed improvements to the subject parcel of land. We will have plans of the proposed rezoning of the above-mentioned parcel, as well as, site plan development which will consist of 39,590 square feet of town homes. We will be ready to answer any question you may have, and will listen to any suggestions.

Sincerely,

Goshen Properties LLC


Carlton R. Branker, Principal

Enclosure: Proposed Site Plan

Not Provided

Exhibit 7 (Public Participation Plan)



Goshen Properties, LLC

Residential and Commercial Development Services

April 18, 2005

Town of Davie Planning and Zoning Division
6591 Orange Drive
Davie, FL 33314-3399

ATT: David Abramson

RE: Goshen Properties LLC and Goshen Properties II, LLC
Site Plan Application/Citizen Participation Plan



Dear David:

As required by Davie Ordinance No. 2204-31, we are enclosing herewith a copy of the proposed citizen participation plan related to the site plan approval for the referenced project. In addition to the outline of the plan we are enclosing the following material.

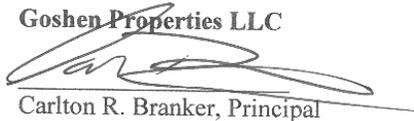
- 1) A list of affected parties as provided by your office
- 2) All affected parties are being notified via U.S. Postal Service
- 3) A copy of a notification letter which provides the total area of the residential parcels of land as being .92 acres for Lot 4 and 1.8 acres for Lots 9 and 10 are enclosed. The letter also indicates that the proposed residential developments consist of a total of 59,385 square feet.
- 4) The notification letter, which contains a brief description of the proposed projects, is being sent to all affected parties, inviting them to two public hearings to take place at 6:00 p.m. at the Davie East Side Community Hall. The affected parties are being invited to examine the plans for the proposed improvements and provide us with comments about the project.
- 5) The enclosed citizens participation plan describes the schedule of events planned by the applicant to complete the citizen's participation procedure.

- 6) We will maintain the development services department informed of the citizen's participation effort, by direct communication to your office.
- 7) Upon completion of the public hearings we will prepare a citizen participation report in accordance with Section 12-319.8 of the Davie code.

We hope that the above satisfies the requirement of public participation in the site plan review process. If you have any additional questions or concerns, we can be reached at 954-557-4016.

Sincerely,

Goshen Properties LLC



Carlton R. Branker, Principal

Exhibit 8 (Public Participation Report)



Goshen Properties, LLC

Residential and Commercial Development Services

May 20, 2005

Town of Davie Planning and Zoning Division
6591 Orange Drive
Davie, FL 33314-3399
ATT: David Abramson

Citizen Participation Report

RE: Wimberly Haven
Goshen Properties LLC
Goshen Properties II, LLC

1. **Summary of the Results:**

We received constructive input from the residents and believe we have resolved or will resolve all concerns before final approvals. A list of concerns and resolutions are listed in Section Four.

2. **Dates and Locations of Meetings:**

Initial Meeting:

Wednesday, May 11, 2005 at 6:00 p.m.
Town of Davie East Side Community Hall located at
4300 S.W. 55th Avenue

Second Meeting:

Friday, May 20, 2005 at 6:00 p.m.
Town of Davie Community Room located at
6591 Orange Drive

3. **Names, Dates, Addresses and Number of Participation**

Initial Meeting:

No attendance

Second Meeting:

Susan Colley Theodosiol
4760 SW 74 Terrace
Davie, FL 33314

4. **Summary of Issues and/or Concerns Raised by Residents and Proposed Resolutions:**

The following are a list of concerns raised by the resident:

1. Density increases are not preferred.
2. The site should be adequately landscaped/buffered.
3. The height of the building(s) should remain as low as possible.
4. The site should contain adequate drainage.
5. The final design of the building should compliment the surrounding area.

The following are a list of corresponding resolutions:

1. The proposed project decreases the current density.
2. The proposed project will be adequately landscaped/buffered, as well as meet the Town of Davie's Code.
3. The proposed project was downsized from three stories to a two story building(s).
4. Final design of the drainage will ensure the site has proper drainage.
5. The proposed project compliments the surrounding area.

Exhibit 9 (Conceptual Site Plan)

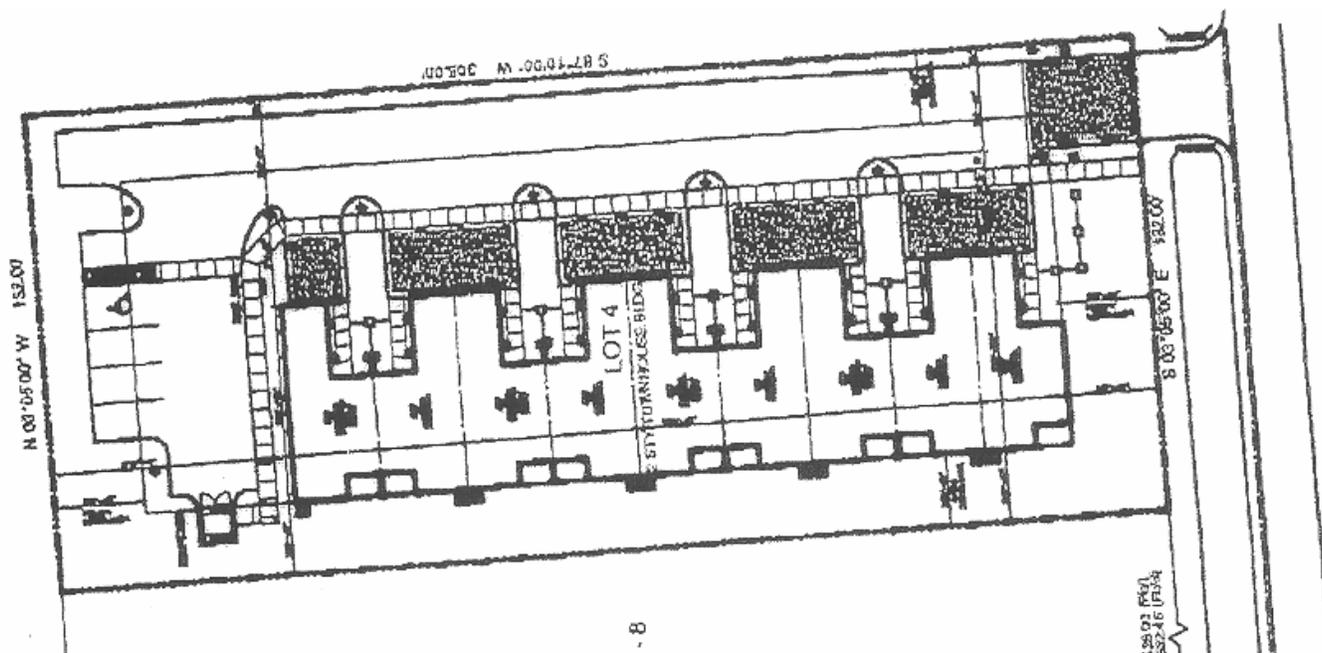
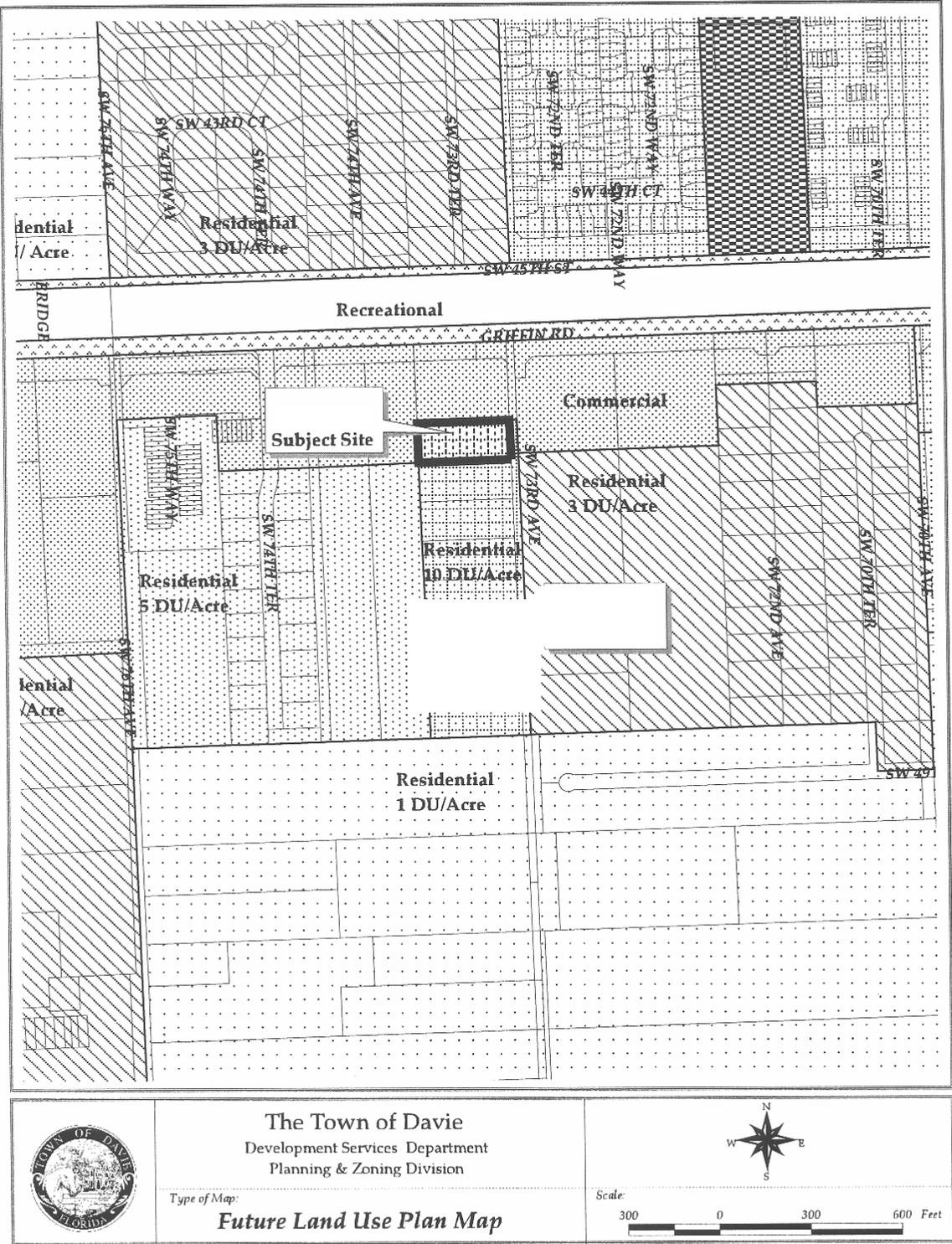


Exhibit 10 (Future Land Use Map)



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TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Mark A. Kutney, AICP, Development Services Director / (954) 797-1101

PREPARED BY: David M. Abramson, Acting Deputy Planning and Zoning Manager

SUBJECT: Rezoning Application: ZB 11-1-05/06-07/Stonebridge Estates/Generally located on the southwest corner of Southwest 26th Street and Flamingo Road

AFFECTED DISTRICT: District 4

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM:

AN ORDINANCE OF THE TOWN OF DAVIE, FLORIDA, APPROVING REZONING PETITION ZB 11-1-05, CHANGING THE CLASSIFICATION OF CERTAIN LANDS WITHIN THE TOWN OF DAVIE FROM AG, AGRICULTURAL DISTRICT TO R-1, ESTATE DWELLING DISTRICT; AMENDING THE TOWN ZONING MAP TO COMPLY THEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

REPORT IN BRIEF:

The petitioner (ECATS 2 LLC) requests to rezone subject site located on the southwest corner of Southwest 26th Street and Flamingo Road from AG, Agricultural District, to R-1, Estates Dwelling District. The approval of this request would allow the petitioner to develop the proposed residential community known as “Stonebridge Estates.”

Adjacent to the north are vacant parcels zoned AG, Agricultural District, to the east is Flamingo Road, to the south are single-family dwellings zoned E, Estate District, and to the west is a single-family dwelling zoned E, Estate District/AG, Agricultural District and Southwest 127th Avenue.

In accordance with the Land Development Code, the subject site’s proposed residential lots/parcels meet minimum technical requirements for the R-1, Estates Dwelling District. Additionally, this zoning district permits for the development of residential uses, including custom single-family homes.

The petitioner’s site subject layout attempts to meet the design principles of Rural Lifestyle. Additionally, it takes into account the existing surrounding uses by providing adequate buffers, drainage, and access. The proposed residential development should maintain the existing Town of Davie rural living environment.

PREVIOUS ACTIONS:

At the April 4, 2007 Town Council meeting, Councilmember Crowley made a motion, seconded by Councilmember Starkey to approve rezoning application ZB 11-1-05/Stonebridge Estates at the first reading with the following provisions: Central Broward Water Control District (CBWCD) review; tree survey & relocation, protection from vehicle on radius; decorative guardrail around water body; redesigning lot 6 because of oak trees; stone-walk along bridge; bonding for trees; brick pavers; revised plat for review. The second reading was tabled to the May 2, 2007 meeting. **(Motion carried 5-0)**

At the March 7, 2007 Town Council meeting, rezoning application ZB 11-1-05/Stonebridge Estates was tabled to the April 4, 2007 meeting. **(Motion carried 5-0)**

CONCURRENCES:

At the February 14, 2007 Planning and Zoning Board meeting, Mr. Busey made a motion, seconded by Ms. Turin, to approve. **(Motion carried 3-0, Chair Bender and Mr. Stevens were absent)**

FISCAL IMPACT: not applicable

Has request been budgeted? n/a

RECOMMENDATION(S):

Staff finds the application complete and suitable for transmittal to Town Council for further consideration.

15. Contingent upon approval of the following development applications:

- a. Plat Application (P 3-2-06), Stonebridge Estates*
- b. Master Site Plan Application (MSP 11-2-05), Stonebridge Estates*

Attachment(s): Ordinance, Planning Report

ORDINANCE _____

AN ORDINANCE OF THE TOWN OF DAVIE, FLORIDA, APPROVING REZONING PETITION ZB 11-1-05, CHANGING THE CLASSIFICATION OF CERTAIN LANDS WITHIN THE TOWN OF DAVIE FROM AG, AGRICULTURAL DISTRICT TO R-1, ESTATE DWELLING DISTRICT; AMENDING THE TOWN ZONING MAP TO COMPLY THEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Town Council of the Town of Davie authorized the publication of a notice of a public hearing as required by law, that the classification of certain lands within the Town be changed **FROM:** Agricultural AG, District **TO:** R-1, Estate Dwelling District;

WHEREAS, said notice was given and publication made as required by law, and a public hearing there under was held on the date of the adoption of this ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE FLORIDA:

SECTION 1. That the property herein after described be and the same is hereby rezoned and changed from Agricultural AG, District to R-1, Estate Dwelling District;

- a. The subject property is described in Exhibit "A," which is attached hereto and made a part hereof;

SECTION 2. That the zoning map heretofore adopted by the Town Council be and the same is hereby amended to show the property described in Section 1, herein, as R-1, Estate Dwelling District.

SECTION 3. All Ordinances or parts of Ordinances in conflict herewith are to the extent of such conflict hereby repealed.

SECTION 4. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion of this Ordinance.

SECTION 5. This Ordinance shall take effect immediately upon its passage and adoption.

PASSED ON FIRST READING THIS _____ DAY OF _____, 2007.

PASSED ON SECOND READING THIS _____ DAY OF _____, 2007.

ATTEST:

MAYOR/COUNCILMEMBER

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2007.

Exhibit “A”

Application: ZB 1-1-05/06-07/Stonebridge Estates

Original Report Date: 1/25/07

Revision(s): 2/26/07, 3/15/07, 4/20/07

TOWN OF DAVIE
Development Services Department
Planning & Zoning Division
Staff Report and Recommendation

Applicant Information

Owner:

Name: ECATS 2 LLC
C/O Rhon Ernest-Jones Consulting Engineers, Inc.
Address: 12500 West Atlantic Boulevard
City: Coral Springs, Florida 33071
Phone: (954) 344-9855

Petitioner:

Name: Rhon Ernest-Jones Consulting Engineers, Inc.
Address: 12500 West Atlantic Boulevard
City: Coral Springs, Florida 33071
Phone: (954) 344-9855

Background Information

Application Request: The petitioner requests to rezone the approx. 18.81 acre subject site
FROM: AG, Agricultural District **TO:** R-1, Estate Dwelling District

Location: Generally located on the southwest corner of Southwest 26th Street and Flamingo Road

Future Land Use Plan Map: Residential 1 DU/AC

Existing Zoning: AG, Agricultural District

Proposed Zoning: R-1, Estate Dwelling District

Existing Use(s): Wood Stable

Parcel Size: 18.81 Acres (819,363 square feet)

Proposed Density: 1.10 Dwelling Units per Acre

Proposed Use(s): Seventeen (17) Single-Family Custom Homes on Builder Acre Lots

Surrounding Use(s):

North: Vacant Land
South: Stonebrooke Estates (Single-Family Homes)
East: Flamingo Road (Right-of Way)
West: Kapok & Peico Estates (Single-Family Homes)

Surrounding Land

Use Plan Map Designation(s):

Residential (1 DU/AC)
Residential (1 DU/AC)
Residential (1 DU/AC)
Residential (1 DU/AC)

Surrounding Zoning(s):

North: AG, Agricultural District
South: E, Estate District
East: AG, Agricultural District
West: AG, Agricultural District

Zoning History

Related Zoning History:

Records indicate that the existing Future Land Use Plan Map designation and Zoning classification were in place at the time of annexation.

Previous Request(s) on same property: n/a

Concurrent Request on same property:

Master Site Plan Application (MSP 11-2-05), the petitioner requests master site plan approval to construct seventeen (17) single-family custom homes on builder acre lots.

Plat Application (P 3-2-06), the petitioner requests plat approval to construct seventeen (17) single-family custom homes on builder acre lots.

Applicable Codes and Ordinances

The effective Code of Ordinances governing this project is the Town of Davie Land Development Code.

Land Development Code (Section 12-307), Review for rezonings.

Land Development Code, Article IX of the Land Development Code, Rural Lifestyle Regulations.

Land Development Code (Section 12-24), (1) (2) Estate Dwelling (R-1) District: The R-1 District is intended to implement the one (1) dwelling unit per acre residential classification of the Town of Davie Comprehensive Plan and to provide estate residential areas with most of the noncommercial agricultural uses permitted providing a transition from agricultural land to residential dwelling units.

Comprehensive Plan Considerations

Planning Area:

The subject property falls within Planning Area 2. Planning Area 2 includes the westernmost section of the Town north of Orange Drive and south of SW 14 Street, and bound on the west by Interstate 75 and on the east by SW 100 Avenue. The predominant existing and planned land use is single family residential at a density of one dwelling per acre.

Broward County Land Use Plan:

The subject site falls within Flexibility Zone 113.

Applicable Goals, Objectives & Policies:

Future Land Use Plan, Policy 5-2: The (re)zoning, (re)planning, and site planning of land shall be in compliance with the density ranges shown on the Davie Future Land Use Plan map and the applicable

Future Land Use Designation provisions as contained in the Permitted Use portion of the Implementation Section.

Future Land Use Plan, Policy 17-3: Each development proposal shall be reviewed with respect to its compatibility with adjacent existing and planned uses.

Application Details

The petitioner (ECATS 2 LLC) requests to rezone subject site located on the southwest corner of Southwest 26th Street and Flamingo Road from AG, Agricultural District, to R-1, Estates Dwelling District. The approval of this request would allow the petitioner to develop the proposed residential community known as “Stone Bridge Estates.”

Adjacent to the north are vacant parcels zoned AG, Agricultural District, to the east is Flamingo Road, to the south are single-family dwellings zoned E, Estate District, and to the west is a single-family dwelling zoned E, Estate District/AG, Agricultural District and Southwest 127th Avenue.

In accordance with the Land Development Code, the subject site’s proposed residential lots/parcels meet minimum technical requirements for the R-1, Estates Dwelling District. Additionally, this zoning district permits for the development of residential uses, including custom single-family homes.

The petitioner’s site subject layout attempts to meet the design principles of Rural Lifestyle. Additionally, it takes into account the existing surrounding uses by providing adequate buffers, drainage, and access. The proposed residential development should maintain the existing Town of Davie rural living environment.

Public Participation

The public participation process provides the ability for citizens of the Town of Davie to actively participate in the Town’s development procedures. The petitioner originally conducted meetings with the public on January 11, 2006 and January 18, 2006 at the Eastside Community Hall. Attached is the petitioner’s citizen participation information.

Staff Analysis

The proposed R-1, Estates Dwelling District rezoning is consistent with the Town of Davie’s Comprehensive Plan and Land Development Code. The proposed residential development of subject site as proposed does not exceed what was anticipated by the Future Land Use Plan Map designation of Residential 1 DU/AC. Furthermore, the proposed R-1, Estates Dwelling District is compatible with the other surrounding zoning districts and future land use plan map designation of Residential 1 DU/AC.

Staff Findings of Fact

Rezoning:

Section 12-307(A) (1):

The following staff findings of facts apply to the rezoning request:

- (a) The proposed change is not contrary to the adopted comprehensive plan, as amended, or any element or portion thereof;

The future land use plan map designates the subject site as Residential 1 DU/AC, and the comprehensive plan allows properties with this designation to be rezoned to the R-1, Estates Dwelling District.

(b) The proposed change will create an isolated zoning district unrelated and incompatible with adjacent and nearby districts;

Designating the subject site to R-1, Estates Dwelling District will create an isolated zoning district, however it still will allow for a one (1) acre single-family residential community that is related and compatible with the existing adjacent developed single-family residential uses to the south and west.

(c) Existing zoning district boundaries are logically drawn in relation to existing conditions on the property proposed for change;

The existing AG, Agricultural District boundaries are logically drawn, and the proposed designation to R-1, Estates Dwelling District is a valid Town of Davie zoning district.

(d) The proposed change is not expected to adversely affect living conditions in the neighborhood;

Designating the subject site to R-1, Estates Dwelling District is not expected to adversely affect living conditions in the neighborhood. The design of the site has taken into account the existing adjacent single-family residential communities by providing for adequate buffers, setbacks, and drainage.

(e) The proposed change will not create or excessively increase automobile and vehicular traffic congestion above that which would be anticipated with permitted intensities or densities of the underlying land use plan designation, or otherwise affect public safety;

Changing the subject site's zoning to R-1, Estates Dwelling District will not generate more traffic than what was already anticipated by the future land use plan map.

(f) The proposed change will not adversely affect other property values;

Rezoning the subject site from AG, Agricultural District to R-1, Estates Dwelling District may have a positive impact on surrounding property values as the Town of Davie code will ensure that development will be done in accordance with the land development regulations.

(g) The proposed change will not be a deterrent to the improvement or development of other property in accord with existing regulations;

The proposed change will be developed in accordance with existing land development regulations. Surrounding property will be able to be developed in accordance with all existing land development regulations.

(h) The proposed change does not constitute a grant of special privilege to an individual owner as contrasted with the welfare of the general public;

Rezoning the subject site is not a grant of special privilege per the Town's Comprehensive Plan and Land Development Code. Any property owner may request a rezoning consistent with the underlying land use plan category.

(i) There are substantial reasons why the property cannot be used in accord with existing zoning.

The existing AG, Agricultural District is the subject site's original zoning classification. The utilization of the gross density allowed by the Future Land Use Plan Map designation cannot be accomplished without a change in zoning.

(j) The proposed zoning designation is the most appropriate designation to enhance the Town's tax base given the site location relative to the pattern of land use designations established on the future land use plan map, appropriate land use planning practice, and comprehensive plan policies directing land use location.

Designating the subject site R-1, Estates Dwelling District will allow for the parcel to be developed in a manner consistent with the land use, and hence, be the most appropriate designation to enhance the Town's tax base.

Staff Recommendation

Staff finds the application complete and suitable for transmittal to the Site Plan Committee and Town Council for further consideration.

1. Contingent upon approval of the following development applications:

- a. *Plat Application (P 3-2-06), Stonebridge Estates*
- b. *Master Site Plan Application (MSP 11-2-05), Stonebridge Estates*

Planning and Zoning Recommendation

At the February 14, 2007 Planning and Zoning Board meeting, Mr. Busey made a motion, seconded by Ms. Turin, to approve. **(Motion carried 3-0, Chair Bender and Mr. Stevens were absent)**

Town Council Action

At the April 4, 2007 Town Council meeting, Councilmember Crowley made a motion, seconded by Councilmember Starkey to approve rezoning application ZB 11-1-05/Stonebridge Estates at the first reading with the following provisions: Central Broward Water Control District (CBWCD) review; tree survey & relocation, protection from vehicle on radius; decorative guardrail around water body; redesigning lot 6 because of oak trees; stone-walk along bridge; bonding for trees; brick pavers; revised plat for review. The second reading was tabled to the May 2, 2007 meeting. **(Motion carried 5-0)**

At the March 7, 2007 Town Council meeting, rezoning application ZB 11-1-05/Stonebridge Estates was tabled to the April 4, 2007 meeting. **(Motion carried 5-0)**

Exhibits

1. Justification Letter
 2. Proposed Site Plan
 3. 1,000' Mail out Radius Map
 4. Property Owners within 1,000' of the Subject Site
 5. Public Participation Plan
 6. Public Participation Notice
 7. Public Participation Sign-in Sheet
 8. Public Participation Summaries
 9. Future Land Use Plan Map
 10. Aerial, Zoning, and Subject Site Map
-

Prepared by: _____

Reviewed by: _____

File Location: P&Z\David Abramson\Applications\ZB_Rezoning\ZB_05\ZB 11-1-05 Stone Bridge Estates

Exhibit 1 (Justification Letter)

Response to Criteria for Rezoning (Sec. 12-307, LDC) Oak Park Estates – Town of Davie, Florida

Per Section 12-307 of the Town's Land Development Code, applications for rezoning are to be reviewed for compliance with ten (10) criteria that evaluate a proposed rezoning as it relates to consistency with the Comprehensive Plan and adjacent community. The following lists these criteria and provides applicant responses for the Town's consideration.

Sec. 12-307(A)1: The Planning and Zoning Board shall hold its public hearing and shall make a recommendation upon the application to the Town County, based upon its consideration of, where applicable:

- (a) Whether or not the proposed change is contrary to the adopted comprehensive plan, as amended, or any element or portion thereof;

Response: The proposed zoning change from Agriculture (AG) District to Estate Dwelling District (R-1) is consistent with the Comprehensive Plan. The future land use designation of the subject site is Residential, and allows for one dwelling unit per gross acre. The gross acreage of the subject site is 20 acres, and would accommodate up to 20 dwelling units according to the Comprehensive Plan.

The current AG zoning requires a minimum lot size of 1 acre, whereas the requested R-1 zoning allows a minimum lot size of 35,000 square feet, or approximately 0.8 acre. Utilization of the R-1 zoning category allows the applicant to yield a total of 17 lots on the site, as shown on the site plan. The site plan as proposed demonstrates a 15 percent reduction in the allowable development density as provided for in the Town of Davie Comprehensive Plan.

- (b) Whether or not the proposed change would create an isolated zoning district unrelated and incompatible with adjacent and nearby districts;

Response: Zoning surrounding and contiguous to the project site is as follows:

- South: Estate (E) District;
- East: Agriculture (AG) District; and
- West: Agricultural (A-1) District and Estate (E) District; and
- North: Agriculture (AG) District;

The subject site is surrounded by single-family residential detached dwelling units to the northwest, west, and south. Per City staff, the undeveloped parcel to the north is also currently being considered for single-family residential development. Therefore, the proposed use is compatible with surrounding uses.

It is important to note that much of the surrounding development is built upon lots similar in size, shape, and layout to those being proposed. The Estate (E) district being utilized to the south has lots varying in size from approximately 21,300 square feet, and development density exceeding that being proposed by this rezoning. The existing development to the northwest of the subject site has lot sizes approximately 36,000 square feet in size. The applicant's proposed site plan includes lots ranging in size from 35,202 square feet to 37,400 square feet, which is compatible with the adjacent and contiguous surrounding community.

- (c) Whether or not existing zoning district boundaries are illogically drawn in relation to existing conditions on the property proposed for change;

Response: When the zoning district boundaries were established for the subject property (and adjacent property), those boundaries likely reflected the agricultural character and use of the area. Over the years, the surrounding sites have obtained zoning changes to accommodate the gradual shift towards single-family housing that the Town of Davie has been experiencing.

While zoning district boundaries were not originally drawn illogically, in this instance they do not accommodate the residential density called for in the Comprehensive Plan for this site. Accordingly, it is logical to allow for rezoning of the subject site in accordance with the Comprehensive Plan.

- (d) Whether or not the proposed change will adversely affect living conditions in the neighborhood;

Response: As discussed above, the proposed zoning change is consistent with the type, character, and layout of surrounding residential uses, and will not result in adverse impact to the community. The rezoning will result in the development of the site consistent with the Town's goals for the incorporation of equestrian trails and a scenic corridor along Flamingo Road, and will place a lake immediately adjacent to the scenic corridor to serve as additional buffer.

The applicant intends to preserve in place as many trees on the site as is possible, including varying the placement of building pads so as to avoid the displacement of larger trees. The onsite lake has also been designed in such a way as to avoid tree removal, and the applicant intends to add considerable landscaping to improve the scenic corridor. These improvements will improve living conditions in the neighborhood.

- (e) Whether or not the proposed change will create or excessively increase automobile and vehicular traffic congestion, above that which would be anticipated with permitted intensities or densities of the underlying land use plan designation, or otherwise affect public safety;

Response: Under the current land use for the site, up to 20 single-family residential units could be constructed on the site. This rezoning will result in a maximum of 17 single-family lots on the site, or a 15 percent reduction in allowable development density per the Town's Comprehensive Plan. The Comprehensive Plan anticipates development in excess of that being proposed for the site.

- (f) Whether or not the proposed change will adversely affect other property values;

Response: The applicant intends to develop quality estate homes on large (35,000 sq. ft.) lots. As shown on the landscape plan, considerable landscaping is being added to the site, and the majority of the on-site trees are being preserved in place. This development should positively affect the property values of the community.

- (g) Whether or not the proposed change will be a deterrent to the improvement or development of other property in accord with existing regulations;

Response: Per a preapplication meeting with Town staff, the undeveloped property contiguous and north of the subject site is currently being considered for low density single-family residential development. The development of the same on the subject site will not act as a deterrent to the improvement or development of other property in the community.

- (h) Whether or not the proposed change will constitute a grant of special privilege to an individual owner as contrasted with the welfare of the general public;

Response: According to the Comprehensive Plan, 20 single-family residential units may be permitted on the subject site. This rezoning will result in the development of 17 dwelling units on the site, which will not constitute the granting of a special privilege to the applicant. This site is being developed in accordance with the Town's Comprehensive Plan, and accordingly does not require a Land Use Plan amendment to be accomplished.

Nearby sites (specifically, to the south) have been granted similar rezonings in past years to accommodate low density single-family residential development. This request is consistent with past Town actions in that regard.

- (i) Whether or not there are substantial reasons why the property cannot be used in accord with existing zoning;

Response: Under the current Agriculture (AG) District zoning, lot sizes are required to be a minimum of one (1) acre in size, and must have a minimum

lot frontage of 150 feet. Compliance with these regulations would result in a development yield substantially less than that allowed by the Comprehensive Plan, and would create an infeasible development project based on the current value of the property.

The applicant is proposing to rezone the site to Estate Dwelling District (R-1) in order to create a financially feasible project with 17 buildable lots. It is important to note that the current zoning of the site would accommodate an equal amount of buildable lots; however, the configuration of the parcel, and the required dedications for road right-of-way (SW 26th Street), equestrian trails, and scenic corridor create a unique situation where rezoning is the only reasonable means by which to develop the property consistent with its intended use.

- (j) Whether or not the proposed zoning designation is the most appropriate designation to enhance the Town's tax base given the site location relative to the pattern of land use designations established on the future land use plan map, appropriate land use planning practice, and comprehensive plan policies directing land use location.

Response: As previously stated, the proposed rezoning is consistent with the Town's Comprehensive Plan, which currently allows up to 20 low-density residential dwelling units on the site. For the reasons previously provided, the applicant believes that this rezoning is the most feasible means by which to develop the site in a manner consistent with the surrounding community.

The high quality of the proposed estate homes on the site, significant landscape improvements to the scenic corridor, and connected equestrian trails will all serve to maintain and enhance the Town's tax base.

Exhibit 3 (1,000' Mail out Radius Map)

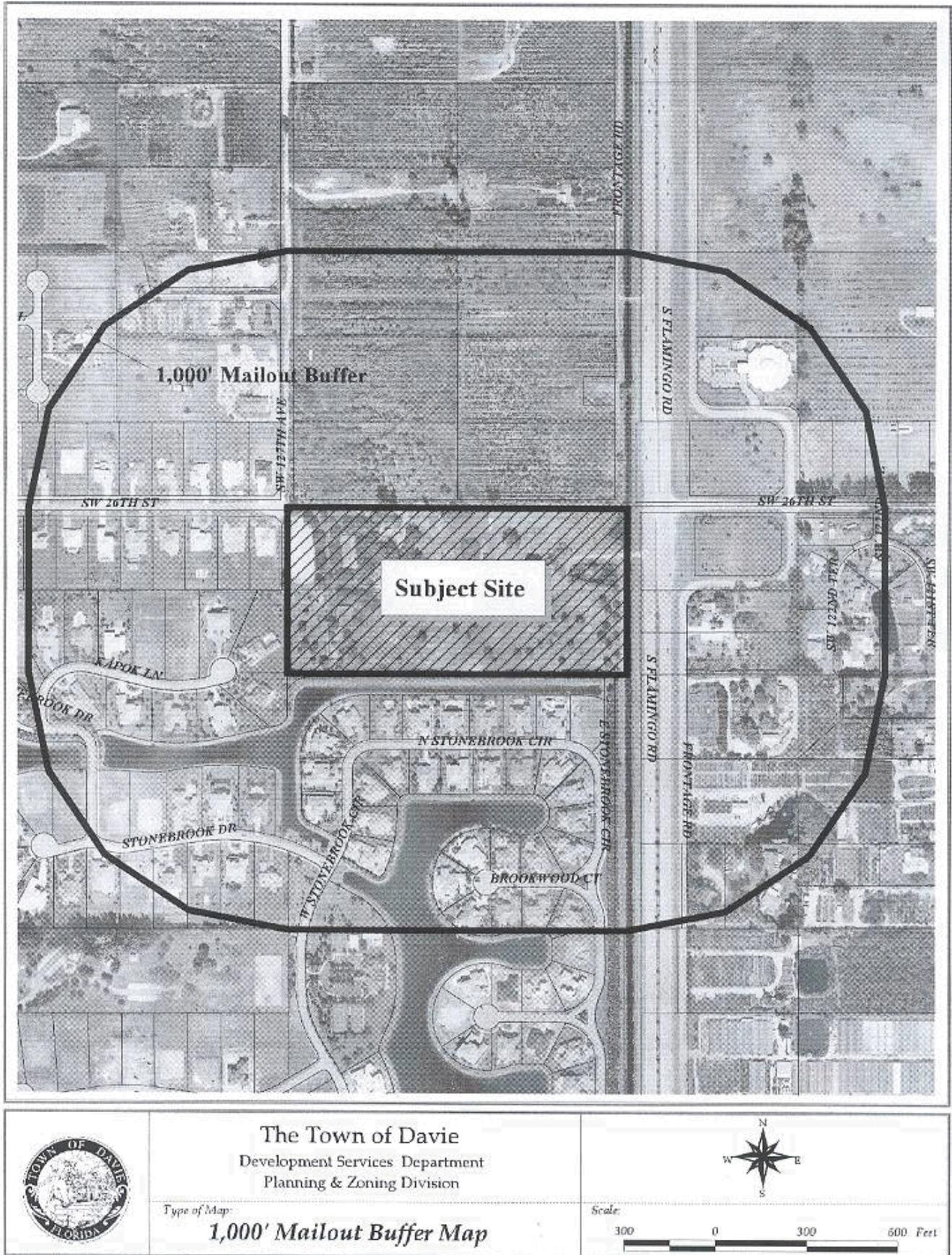


Exhibit 4 (Property Owners within 1,000' of Subject Site)

FOLIO	NAME	MAIL_ADDR	MAIL_ADDR1
504023090380	ABRAHAM,HARVEY S & CHARLOTTE G	12542 BROOKWOOD CT	DAVIE FL 33330
504023091050	AGUILAR,VIANCA P	12854 STONEBROOK DR	DAVIE FL 33330
504023091130	AIKMAN,NOELLE	12825 STONEBROOK DR	DAVIE FL 33330
504014130070	ALVAREZ,STEWART & AMY JO	12791 SW 26 ST	DAVIE FL 33325
504024010311	ANIMALS RECREATION &	2670 S FLAMINGO ROAD	DAVIE FL 33330-1302
504024010310	ANIMALS RECREATION &	2670 S FLAMINGO ROAD	DAVIE FL 33330
504023090400	ARMSTRONG,BRUCE	12543 BROOKWOOD CT	DAVIE FL 33330
504024010280	BANGE,PAUL E & NANCI	2950 S FLAMINGO RD	DAVIE FL 33330-1308
504024010282	BANGE,PAUL E & NANCI	2950 S FLAMINGO RD	DAVIE FL 33330-1308
504023091150	BARRAU,CARMEL & JOSEE LAMOUR	12765 STONEBROOK DR	DAVIE FL 33330
504023090530	BECERRA,MARIA E	2850 W STONEBROOK CIR	DAVIE FL 33330
504014130040	BENSON,HAYWARD STEPHAN	2017 NW 46 AVE #205A	LAUDERHILL FL 33313
504024010190	BLACKANN,ALISON L &	2751 SW 121 AVE	DAVIE FL 33330-1311
504024010181	BOVIE,JOSEPHINE	2695 SW 121ST TER	DAVIE FL 33330-1319
504023090570	BROWN,GARY L & MINDY H	2753 W STONEBROOK CIR	DAVIE FL 33330
504023091200	BURK,RONALD L &	12750 KAPOK LANE	DAVIE FL 33330
504024010183	CARDONA,MARTHA L	2691 SW 122 TER	DAVIE FL 33330-1300
504023090490	CHANCE,VICTOR B & KIMBERLI A	12560 N STONEBROOK CIR	DAVIE FL 33330
504023090630	CHARLES,PAUL PATRICK & MARIE Y	12481 N STONEBROOK CIR	DAVIE FL 33331
504023090430	CHWOJKO,EDWARD & KATARZYNA	2901 E STONEBROOK CIR	DAVIE FL 33330
504023090360	COLE,JAMIE A & DEBRA L	12462 BROOKWOOD CT	DAVIE FL 33330
504014130090	COLEMAN,ANGIENETTA &	12731 SW 26 ST	DAVIE FL 33325
504023091260	COOTE,MICHAEL &	12861 KAPOK LANE	DAVIE FL 33330
504024010210	CUTINO,VICTOR	2995 SW 121 AVE	DAVIE FL 33330
504023090440	DAVID,MARTHA LAURIE &	2851 E STONEBROOK CIR	DAVIE FL 33330
504014010380	DIBIASE,DOROTHY FAM LTD	PO BOX 780	LYNNFIELD MA 01940
504014010430	DIBIASE,DOROTHY FAM LTD	PO BOX 780	LYNNFIELD MA 01940
504014010371	DIBIASE,DOROTHY FAM LTD	PO BOX 780	LYNNFIELD MA 01940
504014010441	DIBIASE,DOROTHY FAM LTD	PO BOX 780	LYNNFIELD MA 01940
504023091000	DISORBO,ALDO L	12704 STONEBROOK DR	DAVIE FL 33330
504023010010	ECATS 2 LLC	10885 NW 6 ST	CORAL SPRINGS FL 33071
504013010222	FLORIDA DEPT. OF TRANSPORTATION	3400 WEST COMMERCIAL BLVD.	FORT LAUDERDALE, FL 33309-3421
504013010247	FLORIDA DEPT. OF TRANSPORTATION	3400 WEST COMMERCIAL BLVD.	FORT LAUDERDALE, FL 33309-3421
504024010320	FLORIDA DEPT. OF TRANSPORTATION	3400 WEST COMMERCIAL BLVD.	FORT LAUDERDALE, FL 33309-3421
504024010292	FLORIDA DEPT. OF TRANSPORTATION	3400 WEST COMMERCIAL BLVD.	FORT LAUDERDALE, FL 33309-3421
504024010281	FLORIDA DEPT. OF TRANSPORTATION	3400 WEST COMMERCIAL BLVD.	FORT LAUDERDALE, FL 33309-3421
504014130030	FRIEDEWALD,DON E JR &	12911 SW 26 ST	DAVIE FL 33325
504024010180	FROHRING,C A & LINDA J	2690 SW 122ND TER	DAVIE FL 33330-1333
504023091160	GLOVER,JOHN D &	12735 STONEBROOK DR	DAVIE FL 33330
504023090550	GOLDMAN,WAYNE & MARYANNE	2853 W STONEBROOK CIR	DAVIE FL 33330
504024010174	GREY,CAROL LYNNE REV TR	2670 SW 122 TER	DAVIE FL 33330-1333
504024010177	GRINER,W B & CHERYL L LE	2675 SW 121ST TER	DAVIE FL 33330-1319
504023090470	GRODSKY,ALAN &	12480 N STONEBROOK CIR	DAVIE FL 33330
504023090350	HAKOPIAN,AMBAKUM & NINA	2951 E STONEBROOK CIR	DAVIE FL 33330
504023090560	HOCHSTEIN,ROBERT	2803 W STONEBROOK CIR	DAVIE FL 33330
504023090390	HOOD,SCOTT D &	12583 BROOKWOOD CT	DAVIE FL 33325
504023091190	HUBSCHMAN,DEBORAH ANN	12800 KAPOK LANE	DAVIE FL 33330
504023091180	ITEN,LOUIS J &	12850 KAPOK LANE	DAVIE FL 33330

504023090480	JAROLEM,KENNETH & ALISA	12520 N STONEBROOK CIR	DAVIE FL 33331
504014130100	JOBSON-POUX,EMMANUEL B &	12701 SW 26 ST	DAVIE FL 33325
504023090510	KENNEDY,K SCOTT & GAIL	12640 N STONEBROOK CIR	DAVIE FL 33330
504023090420	KNIGHT,SAMMY D & FREDA L	12463 BROOKWOOD CT	DAVIE FL 33331
504023090540	LAWRENCE,KRISHNA WILLIAM	2900 W STONEBROOK CIR	DAVIE FL 33330
504023090580	LEONE,EVELYNE &	12681 N STONEBROOK CIR	DAVIE FL 33330-1297
504014140050	LETO,JOHN A SR & JOAN A	3100 STIRLING RD	HOLLYWOOD FL 33021
504014140040	LETO,JOHN A SR TR	3100 STIRLING ROAD	HOLLYWOOD FL 33021
504014140070	LETO,JOHN A SR TR	3100 STIRLING ROAD	HOLLYWOOD FL 33021
504023090610	LEWIN,HARLEY	12561 N STONEBROOK CIR	DAVIE FL 33330
504023090640	LEWIN,ROBERT & LISA	12441 N STONEBROOK CIR	DAVIE FL 33331
504023090410	LEWIS,JACK A &	12503 BROOKWOOD CT	DAVIE FL 33330
504014010541	MIELE,VERONICA	2421 SW 127TH AVE	DAVIE FL 33325-5600
504014010541	MIELE,VERONICA	2421 SW 127TH AVE	DAVIE FL 33325-5600
504023091230	MIXON,KENNETH J & DARCEE J	12741 KOPAK LANE	DAVIE FL 33330
504013110020	MOSES FAMILY LTD PRTNR	2799 NW 55 AVE	LAUDERHILL FL 33313
504013110010	MOSES FAMILY LTD PRTNR	2799 NW 55 AVE	LAUDERHILL FL 33313
504023090620	MUNN,HENSLEY R & CYNTHIA E	235-15 129 AVE	LAURELTON QUEENS NY 11422
504023090500	OGDEN,WILLIAM F III	12600 N STONEBROOK CIR	DAVIE FL 33330
504014010420	PACC DEVELOPMENT LLC	7116 SW 47 ST	MIAMI FL 33155
504014010410	PACC DEVELOPMENT LLC	7116 SW 47 ST	MIAMI FL 33155
504023091220	PATITUCCI,JOHN & FLORENCE &	12701 KAPOK LANE	DAVIE FL 33330
504014010391	PEGG,WILLIAM S & NANCY P &	RR2 BOX 3408	NASHVILLE GA 31639
504023070020	PENSABENE,JOSEPH T &	12732 SW 26 ST	DAVIE FL 33325
504023091020	PHILLIPS,RICHARD & CAROL	12764 STONEBROOK DR	DAVIE FL 33331
504024010171	PLASENCIA,OSCAR	2603 SW 122 AVE	DAVIE FL 33330-1329
504024010300	PRIOR,PETER W & GAIL A	2780 S FLAMINGO RD	DAVIE FL 33330-1304
504014010540	REJA ENTERPRISES INC	2203C S FEDERAL HWY	FT LAUDERDALE FL 33316
504014010545	REJA ENTERPRISES INC	2203C S FEDERAL HWY	FT LAUDERDALE FL 33316
504014010544	REJA ENTERPRISES INC	2203C S FEDERAL HWY	FT LAUDERDALE FL 33316
504014130060	RENNER,MARK &	12821 SW 26 ST	DAVIE FL 33325
504023070080	RODRIGUEZ,LUIS D	12912 SW 26 ST	DAVIE FL 33325
504023090600	RUZICKA,THOMAS F &	12601 N STONEBROOK CIR	DAVIE FL 33330
504023090340	SANCHEZ,ALFONSO &	3001 E STONEBROOK CIR	DAVIE FL 33330
504023091280	SAUNDERS,ANGEL F &	12941 KAPOK LANE	DAVIE FL 33330
504023090370	SCHUBERT,ROBERT	12502 BROOKWOOD CT	DAVIE FL 33330
504023091010	SCHUMACKER,JOSEPH P & JANELDA R	12734 STONEBROOK DR	DAVIE FL 33330
504023070070	SIEROCUK,THOMAS & DARLENE	12882 SW 26 ST	DAVIE FL 33325
504023070070	SIEROCUK,THOMAS & DARLENE	12882 SW 26 ST	DAVIE FL 33325
504023070060	SILVERMAN,ANDREW L	12852 SW 26 ST	DAVIE FL 33330
504024010185	SKIDMORE,ALAN G	2602 SW 122ND AVE	DAVIE FL 33330-1330
504023091210	SLEIPNES,SVEIN &	12700 KAPOK LANE	DAVIE FL 33330
504024010184	SOHMER,PAUL & DONNA	2651 SW 122ND TER	DAVIE FL 33330-1300
504023090520	SORENSEN,DAVID R & SHIRLEY A	2800 W STONEBROOK CIR	DAVIE FL 38330
504023091270	SPRADLIN,ALAN L &	12901 KAPOK LANE	DAVIE FL 33330-1294
504023091300	STONEBROOK ESTATES COMM ASSO INC	7227 CLINT MOORE ROAD	BOCA RATON FL 33496-1402
504023091330	STONEBROOK ESTATES COMM ASSO INC	7227 CLINT MOORE ROAD	BOCA RATON FL 33496-1402
504023091420	STONEBROOK ESTATES COMM ASSO INC	7227 CLINT MOORE ROAD	BOCA RATON FL 33496-1402
504023091400	STONEBROOK ESTATES COMM ASSO INC	7227 CLINT MOORE ROAD	BOCA RATON FL 33496-1402

504023091320	STONEBROOK ESTATES COMM ASSO INC	7227 CLINT MOORE ROAD	BOCA RATON FL 33496-1402
504023091390	STONEBROOK ESTATES COMM ASSO INC	7227 CLINT MOORE ROAD	BOCA RATON FL 33496-1402
504023091380	STONEBROOK ESTATES COMM ASSO INC	7227 CLINT MOORE ROAD	BOCA RATON FL 33496-1402
504023091370	STONEBROOK ESTATES COMM ASSO INC	7227 CLINT MOORE ROAD	BOCA RATON FL 33496-1402
504023091360	STONEBROOK ESTATES COMM ASSO INC	7227 CLINT MOORE ROAD	BOCA RATON FL 33496-1402
504023091340	STONEBROOK ESTATES COMM ASSO INC	7227 CLINT MOORE ROAD	BOCA RATON FL 33496-1402
504023091430	STONEBROOK ESTATES COMM ASSO INC	7227 CLINT MOORE ROAD	BOCA RATON FL 33496-1402
504023091350	STONEBROOK ESTATES COMM ASSO INC	7227 CLINT MOORE ROAD	BOCA RATON FL 33496-1402
504023090650	STONYBROOK ESTATES LTD	7227 CLINT MOORE RD	BOCA RATON FL 33496-1402
504023091240	STONYBROOK ESTATES LTD	7227 CLINT MOORE RD	BOCA RATON FL 33496-1402
504023091250	STONYBROOK ESTATES LTD	7227 CLINT MOORE RD	BOCA RATON FL 33496-1402
504023091290	STONYBROOK ESTATES LTD	7227 CLINT MOORE RD	BOCA RATON FL 33496-1402
504023091040	STONYBROOK ESTATES LTD	7227 CLINT MOORE RD	BOCA RATON FL 33496-1402
504023091120	STONYBROOK ESTATES LTD	7227 CLINT MOORE RD	BOCA RATON FL 33496-1402
504023091110	STONYBROOK ESTATES LTD	7227 CLINT MOORE RD	BOCA RATON FL 33496-1402
504023091100	STONYBROOK ESTATES LTD	7227 CLINT MOORE RD	BOCA RATON FL 33496-1402
504023091030	SUITE,NICHOLAS & NANCY	12794 STONEBROOK DR	DAVIE FL 33330
504023090460	THOMPSON,ADAM M	12440 N STONEBROOK CIR	DAVIE FL 33330
504014010550	TODINCA,GEORGE & VALERIA ETAL	2525 SW 127 AVE	DAVIE FL 33325
504023070050	TORAL,ALEJANDRO & ILLANA M	12822 SW 26 ST	DAVIE FL 33330
504024010321	TOWN OF DAVIE	6591 ORANGE DR	DAVIE FL 33314-3348
504013010246	TOWN OF DAVIE	6591 ORANGE DR	DAVIE FL 33314-3348
504024010170	TOWN OF DAVIE	6591 ORANGE DR	DAVIE FL 33314-3348
504023020010	TOWN OF DAVIE	6591 ORANGE DR	DAVIE FL 33314-3348
504014010390	TROMBINO,KATHLEEN M REV TR	2920 N ATLANTIC BLVD	FT LAUDERDALE FL 33308-7512
504014010531	VIETNAMESE BUDDHIST CULTURAL	2321 SW 127 AVE	DAVIE FL 33325
504014130080	WARREN,DAVID & CHARLENE	12761 SW 26 ST	DAVIE FL 33325
504023091140	WATSON,ANTHONY & DESIREE	75 GLEN AVE	WEST ORANGE NJ 07052
504023091170	WATSON,PAMELLA B &	12900 KAPOK LANE	DAVIE FL 33330
504013010249	WEEKLEY BROS LEASING LTD	20701 STIRLING ROAD	PEMBROKE PINES FL 33332
504013090030	WEEKLEY BROS LEASING LTD	20701 STIRLING ROAD	PEMBROKE PINES FL 33322
504013090020	WEEKLEY BROS LEASING LTD	20701 STIRLING ROAD	PEMBROKE PINES FL 33322
504013090010	WEEKLEY BROS LEASING LTD	20701 STIRLING ROAD	PEMBROKE PINES FL 33322
504013010242	WEEKLEY,DANIEL D &	20701 STIRLING RD	PEMBROKE PINES FL 33332
504013010251	WEEKLEY,DANIEL D &	20701 STIRLING RD	PEMBROKE PINES FL 33332
504023070030	WESTCOTT,PAUL L & DONNA R	12762 SW 26 ST	DAVIE FL 33325
504023070010	WILSON HEIGHTS DEV INC	3842 W 16 AVE	HIALEAH FL 33012
504014130050	WILSON HEIGHTS DEV INC	3842 W 16 AVE	HIALEAH FL 33012
504014010400	WOOD,ROBERT L	2075 S FLAMINGO RD	DAVIE FL 33325
504023090450	YOUNG,KEVIN D & HEATHER L	2801 E STONEBROOK CIR	DAVIE FL 33330
504024010193	ZAFRANI,ABRAHAM	2800 S FLAMINGO ROAD	DAVIE FL 33330
504024010192	ZAFRANI,ABRAHAM	2800 S FLAMINGO ROAD	DAVIE FL 33330
504024010200	ZAFRANI,ABRAHAM	2800 S FLAMINGO ROAD	DAVIE FL 33330
504024010201	ZAFRANI,ABRAHAM	2800 S FLAMINGO ROAD	DAVIE FL 33330
504024010290	ZAFRANI,ABRAHAM	2800 S FLAMINGO ROAD	DAVIE FL 33330
504023070040	ZAMORA,WILFREDO E & MARIA A	12792 SW 26 ST	DAVIE FL 33325
504023090590	ZVEIBIL,ROBERT &	12641 N STONEBROOK CIR	DAVIE FL 33330

Exhibit 5 (Public Participation Plan)

RHON ERNEST-JONES
CONSULTING ENGINEERS, INC.

CIVIL ENGINEERS • LAND PLANNERS
TRANSPORTATION PLANNERS • LANDSCAPE ARCHITECTS

CITIZEN PARTICIPATION PLAN ACKNOWLEDGEMENT

December 28, 2005

Town of Davie
Development Services Department
Planning and Zoning Division
6591 Orange Drive
Davie, Florida 33314

**Re: Citizen Participation Plan for Oak Park Estates
Town of Davie Project Number MSP 11-2-05**

Dear Staff:

As required by Davie Ordinance No. 2004-31, Rhon Ernest-Jones Consulting Engineers is enclosing herewith a copy of the proposed citizen participation plan related to an approval for the proposed referenced application. In addition to the outline of the plan, we are enclosing and providing for the following:

1. A list of residents and/or property owners, interested parties, and public agencies that may be affected by the application, as set forth in the Davie Code of Ordinances, and as provided by the Town of Davie's Development Services Department;
2. A summary of how the applicant proposes that it will notify all "affected parties" of the application;
3. A summary of the proposed application;
4. A description of the manner in which the applicant proposes that it will disseminate information to residents, property owners and/or interested parties;
5. A schedule of events planned by the applicant to complete the citizen participation procedure. As required, the applicant intends to conduct a minimum of two (2) public meetings with "affected parties". This requirement may be waived if letters from all adjacent affected parties state that all of their items have been addressed, and there is no need for another meeting with the applicant, and
6. A requirement that the applicant shall keep the Development Services Department informed on the status of its citizen participation efforts by coordinating its efforts through the assigned project planner.

The information above should satisfy the requirements of the public participation and the application review process.

Sincerely,


Craig L. Bencz, AICP
Director of Planning

12500 WEST ATLANTIC BOULEVARD CORAL SPRINGS, FLORIDA 33071 Tel: 954.344.9855 Fax: 954.341.5961
Professional Engineer License : EB8431 www.rejce.com Landscape Architect License : LC000387

RHON ERNEST-JONES
CONSULTING ENGINEERS, INC.

CIVIL ENGINEERS LAND PLANNERS
TRANSPORTATION PLANNERS LANDSCAPE ARCHITECTS

OAK PARK ESTATES
CITIZEN PARTICIPATION PLAN FLOW CHART

Schedule two (2) public meetings for January 11 and January 18, 2006 at the Town of Davie Eastside Community Hall, located at 4300 SW 55 Avenue, to discuss the proposed application. These two (2) meetings must be completed prior to the petitioner's scheduled Public DRC meeting.



Notify property owners and interested parties about the public meeting. The mail out list will be supplied by the Town of Davie Planning and Zoning Division.



The petitioner is to present the project at the first meeting and listen to comments and/or suggestions made by the public participants. The first meeting shall be held at a public facility. In addition, the petitioner needs to have a sign-in sheet and take minutes of this meeting.



The petitioner must take a week and work out possible solutions to address concerns raised by the public.



The petitioner is to present the project at the second meeting and provide solutions and/or further information concerning the public participants' inquiries. The second meeting shall be held at a public facility. In addition, the petitioner needs to have a sign-in sheet and take minutes of this meeting.



The petitioner shall provide Planning and Zoning a response in writing of the results of the two (2) Public Participation Plan meetings.

RHON ERNEST-JONES
CONSULTING ENGINEERS, INC.

CIVIL ENGINEERS • LAND PLANNERS
TRANSPORTATION PLANNERS • LANDSCAPE ARCHITECTS

CITIZEN PARTICIPATION PLAN FOR
OAK PARK ESTATES (APPLICATION NO. MSP 11-2-05)

Project Description

The subject project is located at the southwest corner of Flamingo Road and SW 26th Street (unimproved) in the Town of Davie. The project proposes the construction of 17 single-family estate homes on lots at least 35,000 square feet in size. The subject parcel of land is 18.9 net acres in size, and the proposed site density is less than one unit per acre.

Access to the site will be made from improvements to SW 26th Street. To the greatest extent possible, the applicant proposes to preserve the existing trees onsite, as well as add substantial tree canopy in buffer and recreation areas. The conceptual housing footprints are organized in such a way as to maximize existing tree canopy.

Contact Information

Craig Bencz, AICP
Director of Planning
Rhon Ernest-Jones Consulting Engineers, Inc.
12500 West Atlantic Boulevard
Coral Springs, FL 33071

Ph: 954-344-9855 ext. 106
Fax: 954-341-5961
e-mail: craig@rejce.com

List of Residents and/or Property Owners and Interested Parties

(ATTACHED)

Notification Procedure

Property owners will be notified of each of the community meetings at least ten (10) days in advance of the first meeting date by postmarked U.S. mail. The meeting notice format and supporting materials provided to property owners will be typical of that provided as a guideline by the Town of Davie.

In addition to the above, the application will provide the Planning and Zoning office, as well as the Town Clerk's office with a copy of the meeting notification.

Dissemination of Information

A meeting notice (using example provided by Town) will be mailed out to those property owners included on the list provided by the Town. The notice will include a location map of the site, as

well as a copy of the preliminary site plan. A color conceptual site plan will be presented at the meeting, and public input will be solicited.

Schedule of Events

The applicant proposes to solicit community opinion at the following meetings:

First Citizen Participation Meeting:

Date: January 11, 2006
Time: 6:00 p.m.
Location: Eastside Community Hall, 4300 SW 55 Avenue, Davie

Second Citizen Participation Meeting:

Date: January 18, 2006
Time: 6:00 p.m.
Location: Eastside Community Hall, 4300 SW 55 Avenue, Davie

Rhon Ernest-Jones Consulting Engineers, Inc.

OAK PARK ESTATES -- MSP 11-2-05

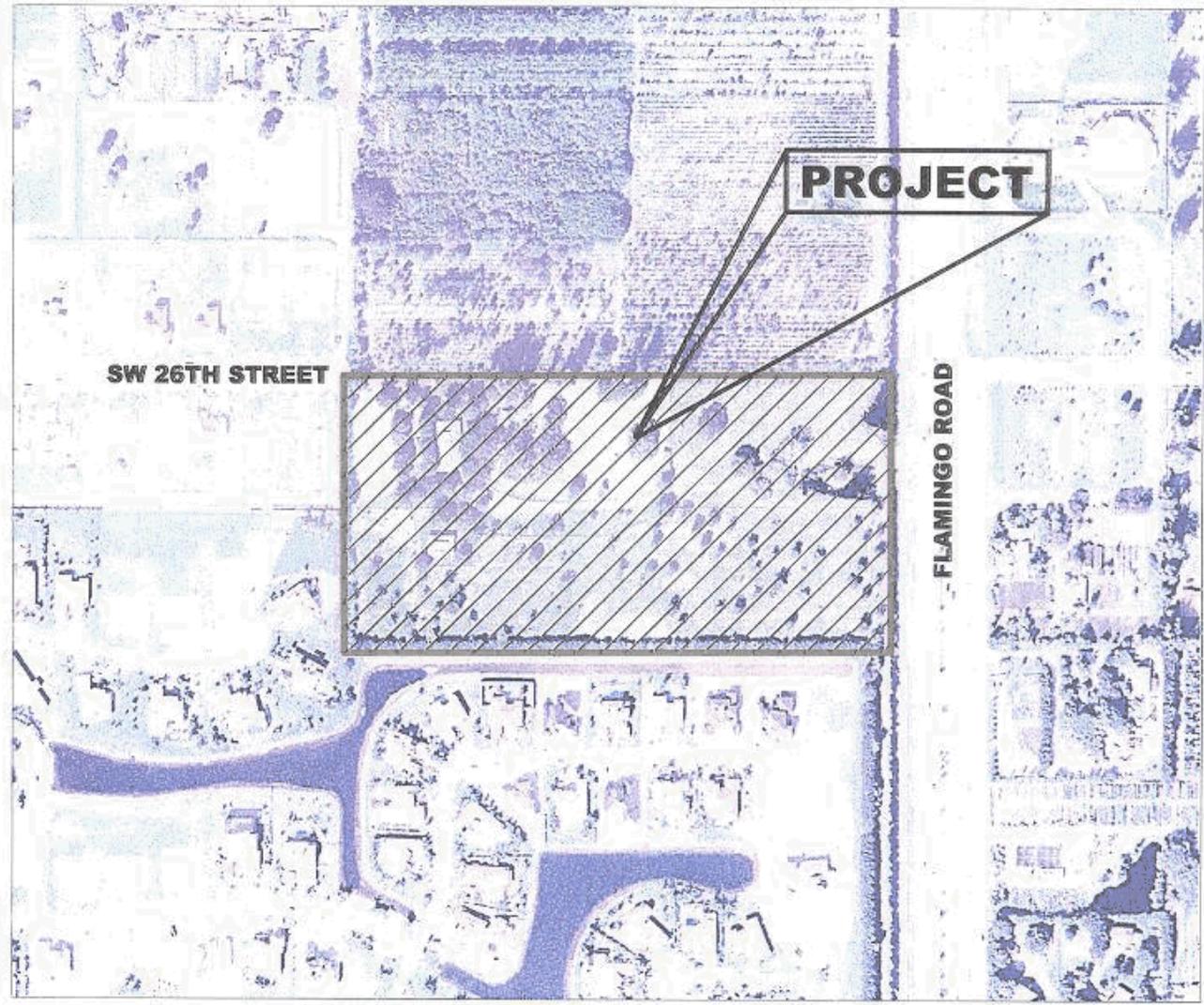
PROPERTY OWNER	MAILING ADDRESS	CITY, STATE, ZIP
Abraham, Harvey & Charlotte	12542 Brookwood Court	Davie, FL 33330
Albarracin, Alvaro & Madelyn	12543 Brookwood Court	Davie, FL 33330
Alvarez, Stewart & Amy Jo	12791 S.W. 26th Street	Davie, FL 33325
Animals Recreation & Rehab Center, LLC	2670 S. Flamingo Road	Davie, FL 33330-1302
Avinoa, Julio & Ada	13236 S.W. 36th Street	Miramar, FL 33027
Bange, Paul & Nanci	2950 S. Flamingo Road	Davie, FL 33330-1308
Barrau, Carmel & Lamour, Josee	12765 Stonebrook Drive	Davie, FL 33330
Becerra, Maria	2850 W. Stonebrook Circle	Davie, FL 33330
Benson, Hayward Stephan	2017 N.W. 46th Avenue, #205A	Lauderhill, FL 33313
Blackann, Alison & Horvath, Ronald	2751 S.W. 121st Avenue	Davie, FL 33330-1311
Bovie, Josephine	2695 S.W. 121st Terrace	Davie, FL 33330-1319
Brown, Gary & Mindy	2753 W. Stonebrook Circle	Davie, FL 33330
Burk, Ronald & Lisa	12750 Kapok Lane	Davie, FL 33330
Cardona, Martha	2691 S.W. 122nd Terrace	Davie, FL 33330-1300
Chance, Victor & Kimberly	12580 N. Stonebrook Circle	Davie, FL 33330
Charles, Paul, Patrick & Marie	12481 N. Stonebrook Circle	Davie, FL 33331
Chwojko, Edward & Katarzyna	2901 E. Stonebrook Circle	Davie, FL 33330
Cole, Jamie & Debra	12462 Brookwood Court	Davie, FL 33330
Coote, Michael	12861 Kapok Lane	Davie, FL 33330
Cutino, Victor	2995 S.W. 121st Avenue	Davie, FL 33330
De Castillo, Ricardo & Ana Perez	12681 N. Stonebrook Circle	Davie, FL 33330
DiBiasi, Dorothy Family Limited Partnership	P. O. Box 780	Lynnfield, MA 01940
Friedewald, Jr., Don & Ridgeway, Donna	12911 S.W. 26th Street	Davie, FL 33325
Frohning, C.A. & Linda	2690 S.W. 122nd Terrace	Davie, FL 33330
Garrett, Shawn	12704 Stonebrook Drive	Davie, FL 33330
Gilmore, Robert & Sandra	12641 N. Stonebrook Circle	Davie, FL 33330
Glover, John	12735 Stonebrook Drive	Davie, FL 33330
Goldman, Wayne & Maryanne	2853 W. Stonebrook Circle	Davie, FL 33330
Grey, Carol	2670 S.W. 122nd Terrace	Fort Lauderdale, FL 33330-1333
Griner, W.B. & Cheryl	2675 S.W. 121st Terrace	Davie, FL 33330-1319
Grodsky, Alan & Adele	12480 N. Stonebrook Circle	Davie, FL 33330
Hakopian, Ambakum & Nina	2951 E. Stonebrook Circle	Davie, FL 33330
Hochstein, Robert	1877 Harbour Point Circle	Weston, FL 33327
Hood, Scott	12583 Brookwood Court	Davie, FL 33325
Hubschman, Deborah Ann	12800 Kapok Lane	Davie, FL 33330
Iten, Louis & Patricia	12850 Kapok Lane	Davie, FL 33330
Jarolem, Kenneth & Aisa	12520 N. Stonebrook Circle	Davie, FL 33331
Kennedy, Scott & Gail	12640 N. Stonebrook Circle	Davie, FL 33330
Knight, Sammy & Freda	12463 Brookwood Court	Davie, FL 33331
Lawrence, Krishna William	2900 W. Stonebrook Circle	Davie, FL 33330
Leto, Sr., John & Joan	2550 Noah Place	Davie, FL 33325
Leto, Sr. John	5121 Jackson Street	Hollywood, FL 33021-7233
Lewin, Harley	12561 N. Stonebrook Circle	Davie, FL 33330
Lewin, Robert & Lisa	12441 N. Stonebrook Circle	Davie, FL 33331
Lewis, Jack	12503 Brookwood Court	Davie, FL 33330
Linares, Carlos & Judy	12941 Kapok Lane	Davie, FL 33330
Miele, Veronica	2421 S.W. 127th Avenue	Davie, FL 33325-5600
Mixon, Kenneth & Darcee	12741 Kopak Lane	Davie, FL 33330
Moren Enterprise in Davie, LLC	6233 N. University Drive	Tamarac, FL 33334
Moses Family Limited Partnership	2799 N.W. 55th Avenue	Lauderhill, FL 33313
Munn, Hensley & Cynthia	235-15 129th Avenue	Laurelton Queens, NY 11422
Nichols Associates, Ltd.	5021 S.W. 51st Street	Davie, FL 33314-5509
PACC Development, LCC	7116 S.W. 47th Street	Miami, FL 33155
Pegg, Joe, Pegg, W.S. Pegg, H.S. Pegg Et Uxes	RR2 Box 3408	Nashville, GA 31639
Phillips, Richard & Carol	12764 Stonebrook Drive	Davie, FL 33331

OAK PARK ESTATES -- MSP 11-2-05

PROPERTY OWNER	MAILING ADDRESS	CITY, STATE, ZIP
Plasencia, Oscar	2603 S.W. 122nd Avenue	Davie, FL 33330-1329
Prior, Peter & Gail	2780 S. Flamingo Road	Davie, FL 33330-1304
REJA Enterprises, Inc.	1300 S.W. 17th Street Causeway, #202	Fort Lauderdale, FL 33316
Renner, Mark	1604 Salerno Circle	Weston, FL 33327
Riley, Everette & Charleen	2851 E. Stonebrook Circle	Davie, FL 33330
Rodriguez, Luis	12912 S.W. 26th Street	Davie, FL 33325
Ruzicka, Thomas	12601 N. Stonebrook Circle	Davie, FL 33330
Sacco, Leon & Corina	12854 Stonebrook Drive	Davie, FL 33330
Saffile, Edward	12701 Kapok Lane	Davie, FL 33330
Schubert, Robert	12502 Brookwood Court	Davie, FL 33330
Schumacker, Joseph & Janelda	12734 Stonebrook Drive	Davie, FL 33330
Sierocuk, Thomas & Darlene	12882 S.W. 26th Street	Davie, FL 33325
Silverman, Andrew	12852 S.W. 26th Street	Davie, FL 33330
Skidmore, Alan	2602 S.W. 122nd Avenue	Davie, FL 33330-1330
Sieipnes, Svein & Katherine	12700 Kapok Lane	Davie, FL 33330
Sohmer, Paul & Donna	2651 S.W. 122nd Terrace	Davie, FL 33330-1300
Solomon, Faithrowena & Jessica	6881 N.W. 45th Street	Lauderhill, FL 33319
Sorensen, David & Shirley	2800 W. Stonebrook Circle	Davie, FL 38330
Spradlin, Alan	12901 Kapok Lane	Davie, FL 33330-1294
State of Florida DOT	3400 W. Commercial Boulevard	Fort Lauderdale, FL 33309-3421
Stonebrook Estates, Ltd. c/o St. Andrews CC Realty	7227 Clint Moore Road	Boca Raton, FL 33496-1402
Thompson, Adam	12440 N. Stonebrook Circle	Davie, FL 33330
Todinca, George & Valeria	406 N.W. 68th Avenue, #514	Plantation, FL 33317
Toral, Alejandro & Illana	12822 S.W. 26th Street	Davie, FL 33330
Town of Davie	6591 S.W. 45th Street	Davie, FL 33004
Trombino, Rev. Kathleen	2920 N. Atlantic Boulevard	Fort Lauderdale, FL 33308-7512
Vietnamese Buddhist Cultural Center of Florida, Inc.	2321 S.W. 127th Avenue	Davie, FL 33325
Wannstedt, David	12600 N. Stonebrook Circle	Davie, FL 33330
Warren, David & Charlene	12761 S.W. 26th Street	Dania, FL 33325
Weekley, Daniel	20701 Stirling Road	Pembroke Pines, 33332
Westcott, Paul & Donna	12762 S.W. 26th Street	Davie, FL 33325
Wilson Heights Development, Inc.	3842 S. 16th Avenue	Hialeah, FL 33012
Wood, Robert	2075 S. Flamingo Road	Davie, FL 33325
Young, Kevin & Heather	2801 E. Stonebrook Circle	Davie, FL 33330
Zafrani, Abraham	2800 S. Flamingo Road	Davie, FL 33330
Zamora, Wilfredo & Maria	12792 S.W. 26th Street	Davie, FL 33325



SCALE: N.T.S.



SECTION: 23
TOWNSHIP: 50 S
RANGE: 41 E

RHON ERNEST-JONES
CONSULTING ENGINEERS, INC.

12500 WEST ATLANTIC BOULEVARD
CORAL SPRINGS, FLORIDA 33071
(954) 344-9855

OAK PARK ESTATES

AERIAL MAP

TOWN OF DAVIE BROWARD COUNTY FLORIDA

BY: JLS/CB

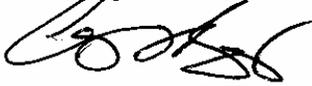
JOB No.: 05-0507

DATE: 12/05

Community Meeting Notice
Oak Park Estates
November 28, 2005
Page 2

Also, please be advised that there will be additional opportunities for public input at the Town of Davie Public Hearings.

Sincerely,



Craig L. Bencz, AICP
Director of Planning

Attachments: Location Map & Proposed Site Plan

(NOTE: MEMBERS OF TOWN COUNCIL MAY BE PRESENT)

Rhon Ernest-Jones Consulting Engineers, Inc.

Oak Park Estab

1/11/06
6-8 pm

SIGN IN SHEET
PUBLIC PARTICIPATION MEETING I

(Date)

NAME	ADDRESS	PHONE
Emmanuel Roax	12701 SW 26 St Davie, FL 33225	954-940-2174
SUEIN SKRIPNIES	12700 Wagon Ln Davie FL 33330	954-577-8100
JOHN GLOVER	12735 Stonebrook Dr. Davie, FL	954-473-0541
Norman TALPINS, MD	127 28 Equestrian Trail, Davie	954-916-1134
Susan TALPINS	"	"
ALEXANDRA ZANDRA Clary Stipe	12792 SW 26 ST DAVIE 33325 6790 Griffin Rd Davie, FL	(954)474-4614 (954)868-2677
PAUL WESTCOTT	12762 SW 26th ST DAVIE FL 33325	954-370-8298
DAVID WARRON	12761 SW 26th ST DAVIE FL 33325	954-771-3825 954-915-6671
Rob & Sandie Gilmore	12641 N. Stonebrook Cir, Davie 33330	954-303-6488
Adeli & Alan Grodsky	12480 N. Stonebrook Circle DAVIE 33330	954-915-0291
Lisa + Robert Lewin	12441 N. Stonebrook Circle. Davie 33330	954-423-006
Donna Merolla	13640 S.W. 29 Street Davie 33330	(954)475-9891
Joseph + Patricia Pensabene	12732 SW 26th St Davie 33325	954 431 5391
NEAL KALIS	7020 Griffin Rd Ste 109 Davie	954-741-0472
RON REITSMAN	12580 RIDGEWAY CT. DAVIE 33330	954-931-9229
Melanie + William Ford	12702 SW 26 Street DAVIE (lot 1) 33325	954 324-5552
DARLENE STEROCUK	12882 SW 26th St, Davie 33325	954-723-95
TOM STEROCUK	12882 SW 26th St, DAVIE 33325	954-723-95
GARRY CONNORS	12971 S.W. 26 ST DAVIE 33325	954-424-2941
James Williams	12942 S.W. 26 St Davie, 33325	954-236-8505
STEWART ALVAREZ	12791 S.W. 26th DAVIE, 33325	954-475-8871
Alexandro Tolal	12882 SW 26 ST DAVIE, FL. 33325	
Daniela Circonciso	12912 SW 26 Street Davie, FL 33325	954 473 1412
Luis Rodriguez	12912 SW 26 Street Davie, FL 33325	over

Gregory Postman
THOMAS Ruzicka

12831 SW 26 ST LOT 19 DAVIE 305 502-1111
12601 N. STONEBROOK CIRCLE 954-475-1155

1/18/06

6-8 pm

SIGN IN SHEET
PUBLIC PARTICIPATION MEETING II.

Oak Pt. Estates
(Date) 1/18/06

<u>NAME</u>	<u>ADDRESS</u>	<u>PHONE</u>
CHARLIE + Pam CAPPS	13570 SW 26 ST	476-9410
Joseph + Patty Pensabene	12732 SW 26th St	431-5397
WILLIE + ALEXANDRA ZAMORA	12792 SW 26 ST	474-4614
DAVID WARREN	12761 SW 26th ST	915-6671
Melanie + William Ford	12702 SW 26 ST	954-325-0558
James + Janet Williams	LOT 2 12942 SW 26th St	305-298-9662
DARLENE + TOM SIENKOWSKI	12882 SW 26th ST	954-725-9568
RON REITSMAN	STONEBROOK	954-931-9229
ALEJANDRO TORAL	12822 SW 26 ST	805-467-0729
Emmanuel Poup	12701 SW 26 St	954-940-2174
DAN FRIEDEWALD	12911 SW 26 ST	954-473-5109
Mark Renner	12821 SW 36 St.	954-914-9023
ROB + SANDIE Gilmore	12641 NE Stonebrook	954-424-8410

Exhibit 8 (Public Participation Summaries)

Bencz, Craig (craig@rejce.com)

From: Bencz, Craig (craig@rejce.com)
Sent: Friday, January 20, 2006 1:40 PM
To: 'David_Abramson@davie-fl.gov'; 'marcie_nolan@davie-fl.gov'
Cc: Ernest-Jones, Rhon (rhon@rejce.com)
Subject: Oak Park Estates – Community Meeting Results
Importance: High
Attachments: davie comm mtg.pdf; sierocuk corr.pdf

Hi David,

Attached are the participant lists from each of our community meetings for the subject project, which were held on January 11 and January 18 at 6 p.m. The meetings were each held at the Eastside Community Hall, and were very well attended by the community. In accordance with the Town's requirements related to these meetings, I have also attached a copy of correspondence I received prior to the meetings via fax from Diane Sierocuk.

In addition to what is included below, it should be noted that the applicant meet with Chief DiPetrillo on January 9, 2006 in an effort to address community concerns related to the extension of SW 26th Street. Chief DiPetrillo acknowledged that there has been significant opposition to the road extension in the past, and that he would not oppose the community's desire for the road to remain segmented and unimproved north of the project site.

The following is a summary of discussion items at each meeting.

January 11, 2006 Community Meeting

- The site plan and project background information was presented by Rhon Ernest-Jones.
- Extensive discussion ensued regarding the community's desire for SW 26th Street to remain unimproved north of the project site.
- There was a strong desire for the primary access to the site **not** to align with the SW 26th Street right-of-way. Accordingly, the applicant agreed to present an alternate site plan at the next meeting with an access point central to the site (access from Flamingo Road).
- There was support for the project, with the condition that SW 26th Street is not improved on the north side of the site. The participants are opposed to the 40 ft. right-of-way dedication, as this creates the possibility for future road improvement.
- The type, size and price range of the proposed homes was discussed.
- The applicant reiterated a commitment to save as many trees as possible on the site, and address trees that were damaged by Hurricane Wilma.
- There was discussion regarding the Davie LDC requirements for dry lot size minimum, lot width requirements, etc.

January 18, 2006 Community Meeting

- A revised site plan was presented, which shows access centrally located from Flamingo Road. Participants were in favor of this plan.
- An alternate site plan was presented that showed the potential for the site if the (current) 40 ft. right-of-way dedication were removed, or if the dedicated area could be counted towards dry lot size. The community was in favor of the alternate plan, which incorporates a lake central to the site, with homes placed around the lake on the perimeter of the property.
- There was general discussion regarding buffering between Stonebrook and the subject site.
- Discussion ensued regarding the potential for deed restricting the right-of-way easement so that vehicular use could not occur in the future.
- Participants discussed surrounding developments, and noted that the site at the northeast corner of Flamingo Road and SW 26th Street is zoned for open space use, and cannot be developed in the future.

I hope this summary and the provided attachments are sufficient to meet the Town's requirements. Please do not hesitate to contact me if I can provide additional information, or clarification of the comments summarized herein.

As you know, this project is scheduled for public DRC consideration on January 25th. Please let me know the time and location of this meeting, and the meeting format. Do we need to be prepared to make a formal presentation at DRC, or is it typically used as a forum to distribute staff review comments?

Thank you.

Craig Bencz, AICP

Director of Planning
Rhon Ernest-Jones Consulting Engineers, Inc.
12500 West Atlantic Boulevard
Coral Springs, FL 33071
Tel: 954.344.9855 ext.106
Fax: 954.341.5961
E-mail: Craig@rejce.com
www.rejce.com

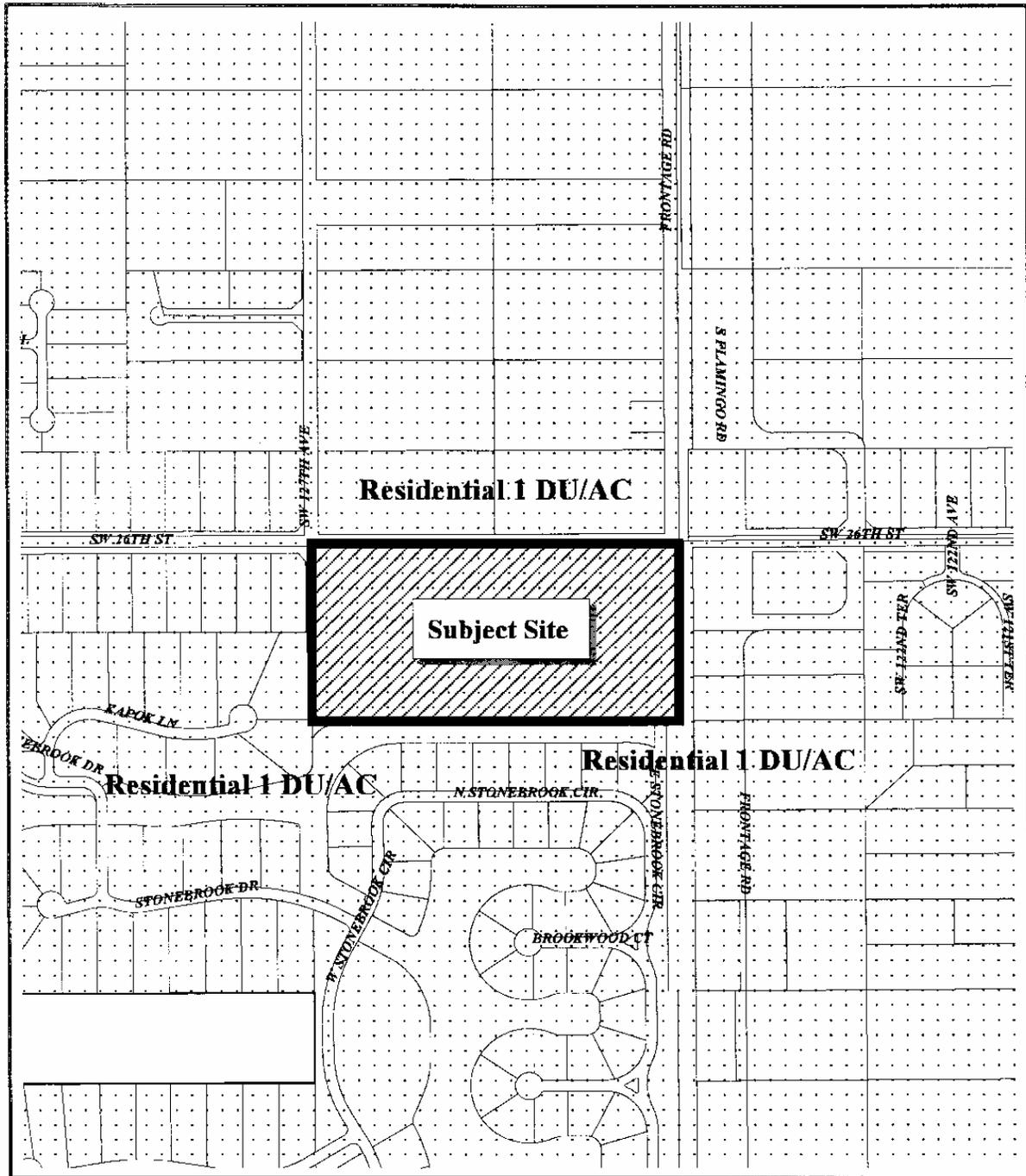
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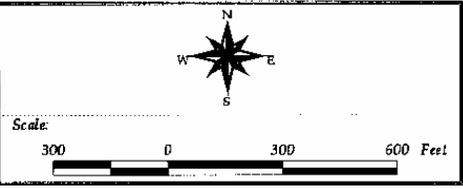
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Exhibit 9 (Future Land Use Map)



The Town of Davie
Development Services Department
Planning & Zoning Division
Type of Map:
Aerial, Zoning, & Subject Site Map



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TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Mark Kutney, Development Services Director

PREPARED BY: Marcie Nolan, Acting Planning and Zoning Manager

SUBJECT: Ordinance of the Town of Davie amending the Town Code of Ordinances

AFFECTED DISTRICT: Townwide

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: AN ORDINANCE OF THE TOWN OF DAVIE, FLORIDA AMENDING THE TOWN CODE OF ORDINANCES TO REPLACE THE TERM “OCCUPATIONAL LICENSE” WITH “BUSINESS TAX”; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

REPORT IN BRIEF: The Florida Legislature enacted Chapter 2006-152 changing the term “Occupational License” to “Business Tax”. Due to this change, all local governments were required to revise their applications and other forms to reflect the new term “business tax” and “business tax receipt”. The ordinance was drafted by the Town Attorney.

The proposed ordinance directs the publisher of the Town Code of Ordinances to replace, as necessary, the former term “occupational license” with “business tax” and “business tax receipt” as appropriate.

PREVIOUS ACTIONS:

CONCURRENCES:

FISCAL IMPACT: not applicable

Has request been budgeted? n/a

RECOMMENDATION(S): Staff finds the subject application complete and suitable for transmittal to Town Council.

Attachment(s): Ordinance

AN ORDINANCE OF THE TOWN OF DAVIE, FLORIDA AMENDING THE TOWN CODE OF ORDINANCES TO REPLACE THE TERM “OCCUPATIONAL LICENSE” WITH “BUSINESS TAX”; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, the 2006 State of Florida legislature enacted Chapter 2006-152, Laws of Florida, which provides for the change of the term “Occupational License” to “Business Tax”; and

WHEREAS, the Town Administration has heretofore implemented the legislative mandate; and

WHEREAS, the Town Council has determined that, in order to be consistent with State Statutes that it is necessary to revise the Town’s Code of Ordinances to change the term “Occupational License” to “Business Tax”.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

Section 1. The foregoing “Whereas” clause is hereby ratified and confirmed as being true and correct and is incorporated herein by this reference.

Section 2. The Town of Davie, Florida Code of Ordinances is hereby amended to provide that all references to the term “Occupational License” shall be replaced with “Business Tax”.

Section 3. The Town Clerk is directed to forward a copy of this Ordinance to the publisher of the Town Code of Ordinances and to instruct the publisher to change every reference within the Code of Ordinances from “Occupational License” to “Business Tax”.

Section 4. Each and every other provision of the Code of Ordinances not herein specifically amended, shall remain in full force and effect as originally adopted.

Section 5. All laws and ordinances applying to the Town of Davie in conflict with any provisions of this ordinance are hereby repealed.

Section 6. Should any section or provision of this Ordinance or any portion thereof be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the remainder of this Ordinance.

Section 7. Authority is hereby given to codify this Ordinance.

Section 8. This Ordinance shall become effective immediately upon adoption.

Passed on the first reading, this ____ day of _____, 2007.

Passed on the second reading, this ____ day of _____, 2007.

MAYOR/COUNCIL MEMBER

ATTEST:

TOWN CLERK

APPROVED THIS ____ DAY OF _____, 2007

H:\2006\060723 Davie\Ordinance\Business tax.doc

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TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers
FROM/PHONE: Russell Muniz, CMC, Town Clerk/954-797-1023
PREPARED BY: James Cherof, Town Attorney
SUBJECT: Board meetings (cancellation and quorum)
AFFECTED DISTRICT: n/a

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: AN ORDINANCE OF THE TOWN OF DAVIE, FLORIDA, AMENDING CHAPTER 2, ARTICLE V, BOARDS AND COMMITTEES OF THE CODE OF ORDINANCES, ADDING A NEW SECTION 2-77 TO AUTHORIZE CANCELLATION OF BOARDS/COMMITTEES MEETINGS WHEN NO ITEMS ARE ON THE BOARDS/COMMITTEES' CURRENT AGENDA OR WHERE THE BOARDS/COMMITTEES MEETING'S START TIME IS DELAYED MORE THAN THIRTY (30) MINUTES DUE TO A LACK OF QUORUM; PROVIDING FOR INCLUSION IN THE TOWN CODE; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

REPORT IN BRIEF: At its March 22, 2007 Council meeting, Council discussed recording the lack of a quorum toward the attendance of board/committee members. Currently, attendance is not recorded against a member and this ordinance will provide the ability to do so. The ordinance allows the meeting to be cancelled due to the lack of a quorum after waiting thirty minutes for members to arrive.

The proposed ordinance also allows the Town Clerk, or designee, and/or the Chairperson to cancel a scheduled meeting should there be items on the agenda for the board/committee consideration

PREVIOUS ACTIONS:

CONCURRENCES:

FISCAL IMPACT: not applicable

Has request been budgeted? n/a

Additional Comments:

RECOMMENDATION(S): Motion to approve

Attachment(s): Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF DAVIE, FLORIDA, AMENDING CHAPTER 2, ARTICLE V, BOARDS AND COMMITTEES OF THE CODE OF ORDINANCES, ADDING A NEW SECTION 2-77 TO AUTHORIZE CANCELLATION OF BOARDS/COMMITTEES MEETINGS WHEN NO ITEMS ARE ON THE BOARDS/COMMITTEES' CURRENT AGENDA OR WHERE THE BOARDS/COMMITTEES MEETING'S START TIME IS DELAYED MORE THAN THIRTY (30) MINUTES DUE TO A LACK OF QUORUM; PROVIDING FOR INCLUSION IN THE TOWN CODE; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Davie finds it necessary to give the Town Clerk and/or the Boards/Committees' Chairpersons the authority to cancel a meeting previously scheduled where certain factors exist; and

WHEREAS, Chapter 2, Article V of the Town's Code of Ordinances establishes the authority and rules of operation for the Town's Advisory Boards and Committees; and

WHEREAS, the Town Council finds that it is beneficial that a meeting of a Town Board/Committee may be cancelled when there is no item on that Board/Committee's agenda for the next regularly scheduled meeting; and

WHEREAS, the Town Council finds that a meeting of a Town Board/Committee should be cancelled when the Board/Committee meetings start time has been delayed for at least thirty (30) minutes due to the lack of a quorum; and

WHEREAS, any board member tardiness or absence that results, all or in part, in the cancellation of such meeting will result in an absence being recorded against the subject board/committee member and such absence shall be grounds for dismissal pursuant to Chapter 2, Article V of the Town's Code of Ordinances; and

WHEREAS, considerable effort and costs are associated with maintaining and administering Town Boards and Committees, and the Council finds that granting the Town Clerk and/or the Chairpersons of the Boards and Committees the authority to cancel a meeting would lessen the administrative burden expended to support an unnecessary board meeting.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The foregoing “Whereas” clause is hereby ratified and confirmed as being true and correct and is incorporated herein by this reference.

SECTION 2. Chapter 2, Article V, entitled “Boards and Committees” of the Town of Davie Code of Ordinances is hereby amended as follows:

CHAPTER 2

ARTICLE V. BOARDS AND COMMITTEES

DIVISION 1

* * *

Sec. 2-77. Cancellation of Meeting

- (a) Prior to a regularly scheduled board/committee meeting, the Town Clerk, his/her appointed designee, and/or the Chairperson of that board/committee may cancel a meeting of the subject board/committee when it is determined that there are no business items for board/committee consideration.
- (b) The Town Clerk, or his/her designee, and/or the Chairperson of the subject board/committee, shall cancel a previously scheduled and noticed meeting where the meeting’s start time has been delayed for thirty (30) minutes due to the lack of a quorum.
- (c) As provided for in Section 2-72(d) contained herein, where a board/committee member who is more than thirty (30) minutes late to a meeting of his/her board/committee, and whereas the meeting of that board/committee has been cancelled, due to, all or in part, of the board/committee member’s tardiness, an absence shall be recorded against the subject board/committee Member by the board/committee liaison or secretary and such absence shall be considered grounds for removal pursuant to the provisions of this Article.

SECTION 3. All Ordinances or parts of Ordinances in conflict herewith are to the extent of such conflict hereby repealed.

SECTION 4. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion of this Ordinance.

SECTION 5. This ordinance shall take effect immediately upon its passage and adoption.

PASSED ON FIRST READING THIS ____ DAY OF _____, 2007

PASSED ON SECOND READING THIS ____ DAY OF _____, 2007

MAYOR/COUNCIL MEMBER

ATTEST:

TOWN CLERK

APPROVED THIS ____ DAY OF _____, 2007

**TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT**

TO: Mayor and Councilmembers

FROM/PHONE: Barbara McDaniel, MMC, Assistant Town Clerk/954-797-1023

PREPARED BY: Barbara McDaniel, MMC, Assistant Town Clerk

SUBJECT: Appointments

AFFECTED DISTRICT: Townwide

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: Appointments

REPORT IN BRIEF: Appointments required to be made by Council

PREVIOUS ACTIONS: n/a

CONCURRENCES: n/a

FISCAL IMPACT: not applicable

RECOMMENDATION(S): n/a

Attachment(s): List of appointments needed

APPOINTMENTS FOR MAYOR TRUEX

Item #	Previous Appointment	# OF MEETINGS	# OF ABSENCES	INTERESTED IN BEING REAPPOINTED?	Appointment to be made
7.1.1	SENIOR CITIZEN ADVISORY COMMITTEE Vacant				
7.1.2	WATER AND ENVIRONMENTAL ADVISORY BOARD Marlena Mosby				missed 3 consecutive meetings
7.1.3	YOUTH EDUCATION AND SAFETY ADVISORY BOARD Mike Holderfield				resigned 10/2006

Pursuant to Ordinance 2002-9, a board/committee member who is absent for three consecutive meetings or is absent for 50% or more of the meetings in any twelve (12) month period, is automatically dismissed from the board/committee. If the Councilmember who appointed that person to the board/committee feels that there were extenuating circumstances for the absences and that it is in the best interest of the Town that the person be reappointed, the Councilmember may reappoint that same person to the board/committee to complete the unexpired term of that board/committee member's seat.

APPOINTMENTS FOR VICE-MAYOR CALETKA

Item #	Previous Appointment	# OF MEETINGS	# OF ABSENCES	INTERESTED IN BEING REAPPOINTED?	Appointment to be made
7.2.1	PLANNING AND ZONING BOARD Philp Busey	12	0	Y	

APPOINTMENTS FOR COUNCILMEMBER LUIS

Item #	Previous Appointment	# OF MEETINGS	# OF ABSENCES	INTERESTED IN BEING REAPPOINTED?	Appointment to be made
7.3.1	AIRPORT/TRANSPORTATION ADVISORY BOARD vacancy				
	vacancy				

Pursuant to Ordinance 2002-9, a board/committee member who is absent for three consecutive meetings or is absent for 50% or more of the meetings in any twelve (12) month period, is automatically dismissed from the board/committee. If the Councilmember who appointed that person to the board/committee feels that there were extenuating circumstances for the absences and that it is in the best interest of the Town that the person be reappointed, the Councilmember may reappoint that same person to the board/committee to complete the unexpired term of that board/committee member's seat.

APPOINTMENTS FOR COUNCILMEMBER STARKEY

Item #	Previous Appointment	# OF MEETINGS	# OF ABSENCES	INTERESTED IN BEING REAPPOINTED?	Appointment to be made
7.4.1	AIRPORT/TRANSPORTATION ADVISORY BOARD vacancy				
7.4.2	MOBILE HOME TASK FORCE - representing a mobile home park owner/manager vacancy				

Pursuant to Ordinance 2002-9, a board/committee member who is absent for three consecutive meetings or is absent for 50% or more of the meetings in any twelve (12) month period, is automatically dismissed from the board/committee. If the Councilmember who appointed that person to the board/committee feels that there were extenuating circumstances for the absences and that it is in the best interest of the Town that the person be reappointed, the Councilmember may reappoint that same person to the board/committee to complete the unexpired term of that board/committee member's seat.

UNSAFE STRUCTURES BOARD

Item #		Previous Appointment	# OF MEETINGS	# OF ABSENCES	INTERESTED IN BEING REAPPOINTED?	Appointment to be made
7.5	UNSAFE STRUCTURES BOARD	Council Robin Massa (Real Estate Property Manager)	0	--	No	
		Council Richard Katz (Plumbing Contractor)	0	--	No	

TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Mark Alan, Director of Human Resources Management (954) 797-1169

PREPARED BY: Mark Alan

SUBJECT: Municipal Attorney Survey Information

AFFECTED DISTRICT: not applicable

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: Municipal Attorney Survey Information

REPORT IN BRIEF: Pursuant to Town Council request, staff has collected and compiled the referenced survey information, a summary of which is attached. More detailed survey information is provided under separate cover.

PREVIOUS ACTIONS: not applicable

CONCURRENCES: not applicable

FISCAL IMPACT: not applicable

Has request been budgeted? n/a

If yes, expected cost: \$

Account Name:

If no, amount needed: \$

What account will funds be appropriated from:

Additional Comments:

RECOMMENDATION(S):

Attachment(s):

Municipal Attorney Survey Information Summary

MUNICIPAL ATTORNEY IN-HOUSE SURVEY 04/07

MUNICIPALITY	POP.	TOTAL BUDGET	NUMBER OF EMPLOYEES	ATTORNEYS OFFICE OPERATING BUDGET	STAFF SIZE	SALARIES & WAGES	ATTORNEY SALARY
Dania Beach	28,555	\$53,801,890	178	\$712,980	2	\$193,496	\$147,419
Fort Lauderdale	187,160	\$308,916,150	2300 F/T	\$3,315,879	26	\$2,180,217	\$231,649
Hallandale Beach	45,000	\$93,200,000	447	\$804,434	4	\$335,140	\$170,423
Hollywood	147,000	\$325,495,609	1,746	\$1,769,360	12	\$944,611	\$150,384
Margate	54,415	\$83,198,311	515	\$354,157	2	\$225,669	\$188,274
Pompano Beach	101,457	\$197,084,297	726	\$922,062	6	\$578,100	\$145,760
Sunrise	88,000	\$410,853,590	1009 F/T 131 P/T	\$721,106	5	373,815	\$159,173

HYBRID (CONTRACTED ATTORNEY WITH IN HOUSE STAFF) 04/07

MUNICIPALITY	POP.	TOTAL BUDGET	NUMBER OF EMPLOYEES	ATTORNEY'S OFFICE OPERATING BUDGET	STAFF SIZE	SALARYS & WAGES	ATTORNEY SALARY
Coconut Creek	50,000	\$90,014,870	355	\$620,740	2	\$180,191	Contracted
Coral Springs	129,000	\$165,686,430	1080	\$873,403	4	\$273,219	Contracted

MUNICIPAL ATTORNEY CONTRACTED 04/07

MUNICIPALITY	POP.	TOTAL BUDGET	NUMBER OF EMPLOYEES	TOTAL LEGAL SERVICES
Cooper City	30,000	\$40,158,545	93	\$289,500
Deerfield Beach	77,039	\$124,639,127	571	\$520,000
Hillsboro Beach	2,300	\$4,483,752	28	\$45,000
Lauderdale Lakes	32,000	\$40,600,000	227	\$255,000
Lauderdale-by-the-Sea	6,363	\$25,627,544	156	\$633,000
Lauderhill	67,000	\$94,341,102	500	\$498,525
Lighthouse Point	10,767	\$12,464,115	105	\$129,550
Miramar	110,000	\$209,922,468	854	\$787,171
North Lauderdale	42,000	\$38,185,376	180	\$267,940
Oakland Park	42,421	\$37,400,000	288	\$321,000
Parkland	21,053	\$44,026,640	87	\$233,500
Pembroke Park	5,800	\$8,303,765	34	\$120,970
Pembroke Pines	152,000	\$351,176,080	2048	\$799,440
Plantation	85,000	\$148,520,450	942	\$1,357,800
Southwest Ranches	7,500	\$17,276,955	Contract City	\$275,000
Tamarac	59,259	\$101,290,500	493	\$516,200
Weston	61,629	\$107,740,041	3	\$615,300
Wilton Manors	12,697	\$22,000,000	144	\$220,000