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

REGULAR MEETING
JUNE 20, 2007
6:30 PM

1. PLEDGE OF ALLEGIANCE

2. ROLL CALL

3. PRESENTATIONS

3.1 Marina Mile Association - Margaret Croxton, Executive Director
3.2 Vehicle Access in the Everglades Preservation Area - Matthew Schwartz, Sierra Club
3.3 Pirtle Construction "Green" Headquarters - Bill Ellis, Assistant Vice-President
3.4 Green Building Concepts - Jeff Evans Associates, P.A.
3.5 Leadership in Energy and Environmental Design (LEED) - US Green Building Council
3.6 Airport Legal Counsel

4. APPROVAL OF CONSENT AGENDA

Minutes

4.1 April 18, 2007 (Regular Meeting)
4.2 May 2, 2007 (Regular Meeting)

Home Business Tax Receipt

4.3 Joan Maurer Real Estate, 10741 SW 51 Street

Resolutions

4.4 **DISASTER RECOVERY SERVICES -** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, SELECTING THE FIRM OF BERGERON EMERGENCY SERVICES, INC. TO PROVIDE SECONDARY DISASTER RECOVERY SERVICES AND AUTHORIZING THE TOWN ADMINISTRATOR OR HIS DESIGNEE TO NEGOTIATE AN AGREEMENT FOR SUCH SERVICES. (tabled from June 6, 2007)

4.5 **BID -** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, ACCEPTING THE BIDS FROM WEEKLEY ASPHALT PAVING, INC. AND GENERAL ASPHALT CO., INC. FOR ASPHALT OVERLAY. (tabled from June 6, 2007)

4.6 **BID -** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, ACCEPTING THE BIDS FOR ATHLETIC EQUIPMENT.

4.7 **BOARD -** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, CREATING THE CHARTER REVIEW BOARD, WHICH IS CREATED FOR THE PURPOSE OF REVIEWING THE CHARTER OF THE TOWN OF DAVIE AND MAKING RECOMMENDATIONS TO THE TOWN COUNCIL; AND PROVIDING AN EFFECTIVE DATE.

4.8 **CHANGE ORDER -** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER #10 WITH SELDIN CONSTRUCTION, INC. TO CHANGE THE CONTRACTED SCOPE OF WORK AS DESCRIBED IN THE ATTACHED CHANGE ORDER #10. (increase of $56,251)

4.9 **CONTRACT -** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH CPZ ARCHITECTS, INC. FOR MISCELLANEOUS ARCHITECTURAL SERVICES.

4.10 **SUPPORTING PURCHASE -** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, SUPPORTING BROWARD COUNTY'S EFFORTS TO PURCHASE 1.3 ACRES OF VACANT OPEN SPACE, OTHERWISE KNOWN AS THE PINE ISLAND RIDGE ADDITION, CONSERVATION LAND SITE 403B; AND PROVIDING FOR AN EFFECTIVE DATE.

4.11 **MODIFICATION -** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, TO REQUEST A MODIFICATION OF BROWARD COUNTY LAND USE PLAN FLEXIBILITY ZONE BOUNDARIES BETWEEN FLEXIBILITY ZONES 101 AND 102 IN ACCORDANCE WITH THE BROWARD COUNTY LAND USE PLAN AND THE ADMINISTRATIVE RULES DOCUMENT: BROWARD COUNTY LAND USE PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.

4.12 **AGREEMENT -** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA AUTHORIZING THE MAYOR AND THE TOWN ADMINISTRATOR TO ENTER INTO AN AGREEMENT BETWEEN THE TOWN OF DAVIE AND THE FLORIDA DEPARTMENT OF TRANSPORTATION TO CONSTRUCT A FEDERALLY FUNDED MASTER SIGNAGE PLAN BY THE TOWN OF DAVIE; TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURES TO SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

4.13 **AGREEMENT -** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, RATIFYING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE TOWN OF DAVIE AND THE DAVIE PROFESSIONAL FIREFIGHTERS, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 2315; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

4.14 **FIRE MANAGEMENT -** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, SETTING FORTH CERTAIN BENEFITS FOR FIRE MANAGEMENT BATTALION CHIEF, FIRE INSPECTOR SUPERVISOR, FIRE MARSHAL, ASSISTANT FIRE CHIEF AND DEPUTY FIRE CHIEF; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

Quasi-Judicial Consent Agenda

4.15 SP 12-05-06, Forest Lawn Funeral Home, 6530 State Road 84 (B-2) *Site Plan Committee recommended approval subject to staff's recommendations*

4.16 MSP 7-1-06, The Colonnades @ University/New Dawn Davie, 5500-5550 South University Drive (CC) *Site Plan Committee recommended approval subject to the staff report and the following items: 1) clarify the parking deck locations on the colored site plan before it is presented to the Town Council; 2) hire a certified arborist to evaluate each tree for its assessed value before it is removed, which will be presented to staff and the total amount to be paid into the tree preservation fund or plant trees of the same value throughout the Town under staff's supervision; 3) tree mitigation must be completed before a clearing and grubbing permit is issued; and 4) include 'T' turn-arounds at the dead ends on each parking deck*

4.17 SPM 4-2-07, Rick Case Smart Dealership, 3500 Weston Road (BP) *Site Plan Committee recommended approval subject to staff's report and the following provisions: 1) that the applicant install a temporary landscape buffer to meet with staff's approval on the future development area behind the building and that the landscaping would be removed or relocated when the future development area was developed; 2) connect the sidewalk along the front of the building to the vehicle display area on the southwest corner of the property; 3) adjust site plan lighting to make the foot-candle levels consistent with the adjacent Hyundai Dealership; and 4) to make a note on the approval that if the parcel is ever sold to a separate ownership, a dumpster site must be added*

5. DISCUSSION OF CONSENT AGENDA ITEMS

6. PUBLIC HEARING

Ordinances - Second and Final Reading

6.1 **CODE AMENDMENT -** 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 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 XI, ADDING SECTION 12-349 REVIEW OF APPLICATIONS FOR DEVELOPMENT OF LAND FORMERLY IN HACIENDA VILLAGE OR UNINCORPORATED BROWARD COUNTY CURRENTLY USED FOR RECYCLING, SCRAP METAL PROCESSING, AND AUTOMOBILE WRECKING YARD; AND AMENDING 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 PROPERTY WAS DESIGNATED FOR JUNKYARD USE UNDER HACIENDA VILLAGE OR BROWARD COUNTY CODES 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. (tabled from June 6, 2007) *Local Planning Agency recommended approval subject to the amendments previously set forth which were: 1) an amendment to Subsection (U), page 4, four lines up from the bottom of the page, it should read "…practices otherwise conform ~~to generally accepted Recycling, Scrap Metal Processing and Automobile Wrecking Yard business practices, the operation does not emit noxious odors, is in conformance~~ with all applicable environmental regulations, and otherwise conforms with the nuisance standards as defined by the Town code."; 2) page 5, with (HH), add to the end of the last sentence: "…which shall not be deemed to include the permanent storage of said inventory or material."; and 3) in the same definition as (HH) after the previously added wording, add the sentence: "This definition shall not be deemed to include the reduction of concrete to a powder like form."* **{Approved on First Reading May 16, 2007. All voted in favor.}**

6.2 **CODE AMENDMENT -** AN ORDINANCE OF THE TOWN OF DAVIE, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE, CHAPTER 12, ARTICLE VIII, SIGNS, LIGHTING, DIVISION 1, SIGNS, SECTION 12-243, DETAILED SIGNS REGULATIONS, D) TEMPORARY SIGNS, 2) REAL ESTATE SIGNS, d) OPEN HOUSE SIGNS; TO PROVIDE FOR RESIDENTIAL TRANSITORY SIGNS FOR ONE DAY ACTIVITIES; PROVIDING FOR INCLUSION IN THE TOWN CODE; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. **{***(Local Planning Agency approved subject to 1) remove the text which stated "which may be displayed for one (1) day only;" 2) that subsection 5 be deleted; and 3) amend subsection 4 to include after "…the same calendar day, but no later than 9:00 p.m., and if not, the signs may be removed by the Town"* **{Approved on First Reading June 6, 2007. All voted in favor.}**

6.3 **CODE AMENDMENT -** AN ORDINANCE OF THE TOWN OF DAVIE, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE, CHAPTER 12, ARTICLE XIII, SPECIAL PLANNING AREAS AND DISTRICTS, ADDING DIVISION 5, UNITED RANCHES; ACKNOWLEDGING THE ANNEXATION AGREEMENT SPECIFYING THAT BROWARD COUNTY ZONING CLASSIFICATIONS, RULES AND REGULATIONS ARE TO REMAIN IN EFFECT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. **{Approved on First Reading June 6, 2007. All voted in favor.}**

Resolutions

6.4 **AGREEMENT -** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR AND APPROPRIATE TOWN OFFICIALS TO EXECUTE THE PURCHASE AND SALE AGREEMENT WITH HARRY WAYNE BATTEN FOR THE PROPERTY KNOWN AS BATTEN'S FARM; AND PROVIDING FOR AN EFFECTIVE DATE. ($4,000,000; Town's share - $2,040,377)

6.5 **AGREEMENT -** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR AND APPROPRIATE TOWN OFFICIALS TO EXECUTE THE PURCHASE AND SALE AGREEMENT WITH PAMELA PELKEY-ROSE AND MARCO ROSE FOR THE PROPERTY KNOWN AS SUNNY LAKE EXPANSION; AND PROVIDING FOR AN EFFECTIVE DATE. ($830,000; Town's share - $423,527)

Ordinance - First Reading (Second and Final Reading to be held July 18, 2007)

6.6 **CODE AMENDMENT -** AN ORDINANCE OF THE TOWN OF DAVIE, FLORIDA, AMENDING GARBAGE AND REFUSE, CHAPTER 9, ARTICLE II., COLLECTION AND REMOVAL, SECTION 9-25 RECEPTACLE REQUIREMENTS; THE LAND DEVELOPMENT CODE, CHAPTER 12, ARTICLE III, USE REGULATIONS, DIVISION 2, GENERAL REGULATIONS, SECTION 12-33, GENERAL REGULATIONS ADDING SUBTITLE (JJ) DUMPSTER ENCLOSURES; ARTICLE VI, SITE LANDSCAPING, SECTION 12-111, MINIMUM LANDSCAPING REQUIREMENTS FOR OUTDOOR EQUIPMENT OR FACILITIES; PROVIDING FOR INCLUSION IN THE TOWN CODE; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. (tabled from June 6, 2007) *(Local Planning Agency approved subject to 1) remove the text which stated "which may be displayed for one (1) day only;" 2) that subsection 5 be deleted; and 3) amend subsection 4 to include after "…the same calendar day, <u>but no later than 9:00 p.m</u>., and if not, the signs <u>may</u> be removed by the Town"*

Item to be tabled

6.7 **STAFF REQUESTING A TABLING TO JULY 18, 2007**

AN ORDINANCE OF THE TOWN OF DAVIE, FLORIDA, CREATING ARTICLE IV COST RECOVERY, SECTION 24-100 USER FEES FOR DEPLOYMENT OF PUBLIC SERVICES OF THE TOWN OF DAVIE CODE OF ORDINANCES; ESTABLISHING AND IMPLEMENTING A PROGRAM TO IMPOSE AND COLLECT USER FEES FOR THE DEPLOYMENT OF PUBLIC SAFETY SERVICES RENDERED BY THE TOWN OF DAVIE FOR MOTOR VEHICLE ACCIDENT SERVICES; PROVIDING DIRECTIONS TO THE CODIFIER; AND PROVIDING AN EFFECTIVE DATE.

7. APPOINTMENTS

7.1 Mayor Truex

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

7.1.2 Open Space Advisory Committee (one exclusive appointment - term expires April 2008)

7.1.3 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)

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

7.1.5 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 Councilmember Starkey

7.2.1 Airport Advisory Board (one exclusive appointment - terms expire December 2007)

7.3 Councilmember Luis

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

7.4 Charter Review Board (two exclusive appointments per Councilmember)

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 Update Regarding "Affordable" Component for Development Application CMSP 9-2-05, Saddle Bridge

8.2 Town Administrator Evaluation

8.3 Town Attorney Selection Process

9. NEW BUSINESS

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: April 18, 2007 Minutes

AFFECTED DISTRICT: not applicable

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: April 18, 2007 (Regular Meeting)

REPORT IN BRIEF: Council minutes from the April 18, 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
APRIL 18, 2007

1. PLEDGE OF ALLEGIANCE

The meeting was called to order at 6:33 p.m. and was followed by the Pledge of Allegiance. The National Anthem was then sung by C.J. Phom, and Mayor Truex presented her with a certificate of appreciation.

2. ROLL CALL

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

3. PRESENTATIONS

3.1 Florida Department of Transportation I-595

Joe Guierello, Florida Department of Transportation (FDOT), gave a PowerPoint presentation detailing the I-595 history, planned improvements, project phasing, advancement of the project, public/private partnership, project benefits and schedule.

Mayor Truex asked about the new tolls. Mr. Guierello explained that these would be either Sun Pass or open road tolling, in which license plates were photographed and vehicle owners sent a toll bill as there would be no tollbooths.

Councilmember Crowley was most concerned about the proposal to take some Davie homes through eminent domain to accomplish this project. Mr. Guierello said that FDOT had considered this as one option, but as of now, they were concentrating on the golf course/shared use facilities option. If this changed, he agreed to return and provide a report to Council before proceeding.

Councilmember Crowley asked Mr. Guierello to visit the Park City Estates Homeowners Association to explain the project, which Mr. Guierello agreed to.

Councilmember Starkey was concerned about the limited access for police and fire service. Mr. Guierello said that he and Project Manager Phil Swab would meet with the Fire Chief's Association to discuss how to handle incidents on the elevated expressway. Councilmember Starkey remembered discussion of funding a station in the western area with access to the FHP facility to provide this service.

Vice-Mayor Caletka asked how much acreage was needed for the "minor right-of-way." Mr. Swab said that these were very small strips in "a couple of isolated locations." Vice-Mayor Caletka referred to the Dallas incentive program, and hoped Mr. Guierello would consider something like this.

Vice-Mayor Caletka said that Council hoped FDOT would install noise walls on I-75 and the Turnpike. He also hoped that this would be accomplished before I-595 was expanded so the walls would not be left out. Mr. Swab advised that FDOT was aware of the impacts, and they had a noise analyst looking into this issue.

Councilmember Luis asked what part of the project would be undertaken first, if it were not possible to complete it at once. Mr. Guierello said that FDOT must reevaluate its original plan to begin with the operational improvements at grade level, since they were now concentrating on the public/private partnership. Unless there was a new financing option, he expected they would continue in a way similar to that original program. Mr. Guierello explained how work on the median could be done without interfering with traffic.

3.2 Love To Read, Love To Achieve Reading Program

Housing and Community Development Director Shirley Taylor-Prakelt said that the Town had had been approached three years ago through Broward County Schools to encourage boys to read, and the program was a tremendous success. She presented a certificate to Perry Hinton and he presented certificates to those involved in the program.

3.3 National Fair Housing Month

Ms. Taylor-Prakelt thanked her staff for their efforts.

3.4 National Community Development Week

Ms. Taylor Prakelt remarked on how fortunate Davie was to have partnerships to provide services to residents and described the Community Development Block Grant Program of which they took advantage for neighborhood revitalization. She was proud to work for this Council, the first and only elected body to adopt a moratorium prohibiting the redevelopment and displacement of people from mobile homes to provide the opportunity to study the situation and develop solutions.

Ms. Taylor-Prakelt provided updates on five improvement projects on which her department was working, and thanked the U.S. Department of Housing and Urban Development for their help.

Ms. Taylor-Prakelt presented a proclamation and a poster designed by a child who lived in public or assisted housing to the head of the Florida State Office of Housing and Urban Development, Armando Fana. Mr. Fana thanked everyone, and remarked on Ms. Taylor-Prakelt's dedication.

Ms. Taylor-Prakelt introduced Bill Thompson and Kenya Robinson, who would be replacing Mr. Thompson as CEO of the HOPE Inc. program. She presented Mr. Thompson and Ms. Robinson with a poster and proclamation. Mr. Thompson said he was proud of Davie, and it stood out in its commitment to fair housing.

Ms. Taylor Prakelt presented gift certificates to children who had won first, second and third place in the Davie Fair Housing poster contest: Ruben Bush, Kevin Fuentes and Jessica Mendoza.

3.5 Area Agency on Aging - Edith Lederberg

Ms. Lederberg presented the Town with a 15-year Full Fair Share Advocacy award plaque.

3.6 Forest Ridge Woman's Club - Lorraine Hofheinz

Beverly Payne described the Club's yearly gala, the proceeds of which were donated to the Police and Firemen's Benevolent Associations. She presented checks of $500 each to Police Chief John George and Fire Chief Don DiPetrillo.

3.7 Friends of the Farm Park - Judy Paul

Judy Paul described the founding of the Friends of the Farm Park, and their work to develop the park. She asked that the Town partner with her organization to help them move forward. Ms. Paul advised that they intended to incorporate as a non-profit organization, which would allow them to accept donations.

Joy Stewart, representing the Open Space Advisory Board, and Jason Hurley, representing the Agricultural Advisory Board, read letters of support from their Boards that had also been sent to Council. Ms. Stewart requested that Council approve the next step for leasing the land for grazing and growing crops, and the due diligence required to proceed with development.

Councilmember Starkey asked why they were forming a 501-C3 rather than creating a line item in the budget. Ms. Paul explained that they had been advised that a line item was not the best route, and the 501-C3 status allowed donors to reap tax benefits. She added that this also allowed partners to utilize in-kind donations and volunteers to assist staff.

Councilmember Luis made a motion, seconded by Mayor Truex, to approve the Town's partnership with the Farm Park non-profit group. In a voice vote, all voted in favor. (Motion carried 5-0)

3.8 Orange Blossom Festival

Special Projects Director Bonnie Stafiej presented certificates to those who had volunteered at the Orange Blossom Festival.

3.9 Broward County Audubon Society - Mayor Truex

Barry Heimlich, Vice President of the Broward County Audubon Society, gave a PowerPoint presentation regarding global warming. He explained that a grass roots campaign had started in Seattle, Washington with Mayor Greg Nichols four years ago, embracing the Kyoto Protocols and challenging mayors in other cities to join him. Through the U.S. Conference of Mayors, Mayor Nichols had created a program for other mayors to sign on and agree to set emissions goals and encourage state and federal action. Mr. Heimlich presented Mayor Truex with a plaque acknowledging his participation in this program.

Mr. Heimlich described the Intergovernmental Council on Local Environmental Initiatives, and its Cities for Climate Protection program, which was concerned with the reduction of greenhouse gas emissions. This organization had created a climate protection handbook, which Mr. Heimlich distributed to Council members.

Mayor Truex felt this was an important issue, and thought the Town must err on the side of caution, because it affected "the whole future of the planet."

Mr. Heimlich explained that Hollywood had formed a Green Team Advisory Committee to encourage community participation, and six Broward County cities had already passed green building ordinances. Councilmember Crowley advised that Council had discussed green buildings, and had a goal-setting workshop scheduled. Councilmember Starkey agreed that a green building ordinance had been one of Council's priorities and she favored creating a short-term task force to assist staff in implementing Council's objectives. Mr. Shimun felt the Town could utilize existing committees and invite others to attend those to develop this concept. Mr. Heimlich noted that as Davie was in the process of redevelopment, this was an excellent time to build in green concepts.

Mayor Truex asked that this be put on their next agenda and indicated that he liked Councilmember Starkey's idea concerning the creation of a temporary task force. Councilmember Starkey suggested the task force be put on the Davie Water and Environmental Advisory Board's next agenda as well.

3.10 Broward County Resource Recovery Board - Ron Greenstein

Earlier in the meeting, Mr. Greenstein advised that the Resource Recovery Board would return approximately $1.1 million to the Town this year and explained Waste Management's recycling facility being moved to Pembroke Pines. Mr. Greenstein announced that two years ago, Broward County had thrown away 10 pounds of solid waste per day, per resident. Mr. Greenstein said innovative ways to lower the tipping fee were being explored.

Eugene Steinfeld explained that the Board must decide what to do when the interlocal agreement ended in 2013, remain with Broward County or create independent districts. Mr. Steinfeld felt there were advantages to staying with the district.

Mr. Steinfeld said the most pressing issue was the SWS lawsuit with Coral Springs claiming the flow control ordinance and interlocal agreement were violations of interstate commerce. He said the Board intended to defend their agreements and the ordinance.

Councilmember Starkey asked if the Resource Recovery Board would contribute to the legal defense. Mr. Steinfeld explained that they would hire a special counsel to intervene in Coral Springs. Mr. Greenstein explained that they expected to be named in the Coral Springs lawsuit. Councilmember Starkey asked Mr. Shimun to share information with Assistant Administrator Ken Cohen and Code Compliance Official Danny Stallone.

3.11 South Florida Water Management District - Miya Burt-Stewart

Carole Morris, representing for the South Florida Water Management District, said this was "probably the worst drought we have ever experienced." She thanked staff for encouraging compliance with the Phase II water restrictions.

Councilmember Crowley asked Ms. Morris to give the Town's proclamation to Ms. Burt-Stewart. He advised that pending a Council vote, Davie would obey Phase I water restrictions year-round.

3.12 Florida Power & Light - Ben Wesley

Mr. Wesley explained the process of converting overhead lines to underground. He stated that FPL had asked the Public Service Commission to allow them to contribute 25% of conversion costs that were government-sponsored, and this was currently under consideration. Mr. Wesley advised that costs ranged from $500,000 per mile to $4 million per mile, and cautioned that undergrounding was not a panacea. He advised that the first step was to request an estimate for a very specific area from FPL, for which they would provide a "non-binding, ballpark estimate." Then the municipality would pay FPL an engineering deposit that could be applied to the final cost of the project, for which FPL would create a facilities layout.

Mr. Wesley said there were two options for placement of the facilities: private easements and public rights-of-way. After easements were obtained and a detailed engineering plan completed, FPL would create a "binding cost" that was valid for six months. The municipality would then pay the full costs up front for the conversion, and determine how to recoup costs from residents.

Councilmember Starkey thanked Mr. Wesley for working with neighborhoods interested in undergrounding, and suggested that Council create a resolution to urge the Public Service resolution.

Councilmember Luis asked Mr. Wesley if there were interim measures that could be used to strengthen the infrastructure. Mr. Wesley explained that FPL had already embarked on a hardening plan called "Storm Secure" that included increased pole inspections, and critical infrastructure hardening for public safety locations such as hospitals, police and fire facilities and Port Everglades.

3.13 Kids' Day America International - Dr. Davis Schwartz

Dr. Schwartz described Kids' Day America International as a health, safety and environmental event for kids, which would be held on May 19th at David Posnack JCC. The event would benefit Hope Outreach Center. Events would include kids' health screenings.

Mayor Truex announced that staff had withdrawn item 4.3 from the agenda.

4. APPROVAL OF CONSENT AGENDA

Minutes

4.1 February 7, 2007 (Regular Meeting) (tabled from April 4, 2007)

4.2 February 21, 2007 (Workshop Meeting)

Resolutions

4.3 **AGREEMENT -** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH GYM-BAZ, LLC TO PROVIDE A GYMNASTIC PROGRAM AT THE DAVIE PINE ISLAND MULTIPURPOSE CENTER. (tabled from March 22, 2007)

4.4 R-2007-102 **SELECTION OF FIRM -** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, SELECTING THE FIRM OF ACAI ASSOCIATES, INC. TO PROVIDE MISCELLANEOUS ARCHITECTURAL SERVICES AND AUTHORIZING THE TOWN ADMINISTRATOR OR HIS DESIGNEE TO NEGOTIATE AGREEMENTS FOR SUCH SERVICES.

4.5 R-2007-103 **BID -** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA ACCEPTING AND AWARDING THE BID FOR YOUTH SPORTS OFFICIALS TO ADAMS TOP NOTCH OFFICIALS, INC. ($40,000)

4.6 R-2007-104 **BID -** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AWARDING THE BID FOR A MINI EXCAVATOR AND TRAILER TO EVERGLADES FARM EQUIPMENT CO., INC. ($33,361.20)

4.7 R-2007-105 **BID -** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, ACCEPTING THE BIDS FOR HORTICULTURAL CHEMICALS. (lowest and most responsive and responsible bidder)

4.8 R-2007-106 **BID -** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, ACCEPTING THE BID AWARDED BY THE STATE OF FLORIDA, BID No. 725-330-05-1 FOR CELLULAR EQUIPMENT AND SERVICES. (Verizon Wireless - approximately $120,000/year)

4.9 R-2007-107 **CONTRACT -** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH WILLIAMS PAVING CO., INC. FOR A SEGMENT OF ORANGE DRIVE ROADWAY IMPROVEMENT. ($324,822)

4.10 R-2007-108 **AGREEMENT -** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA AUTHORIZING THE TOWN OF DAVIE TO ENTER INTO AN AGREEMENT WITH JULIA HARPER FOR USE OF ROBBINS LODGE FOR A SPECIAL NEEDS CAMP AND TO REDUCE THE RENTAL FEE FOR SAID USE TO $150 PER DAY.

4.11 R-2007-109 **AGREEMENT -** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE TOWN OF DAVIE AND G.C. WORKS, INC. FOR DEVELOPMENT AND CONSTRUCTION OF A FORENSIC CRIME PROCESSING AND STORAGE LABORATORY AT THE DAVIE POLICE DEPARTMENT. ($120,975)

4.12 R-2007-110 **AGREEMENT -** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, RATIFYING THE ACTION OF THE DAVIE COMMUNITY REDEVELOPMENT AGENCY TO ENTER INTO AN AGREEMENT WITH 95 WHSE, INC. TO LEASE OFFICE SPACE AT 3921 SW 47 AVENUE, #1008. ($20,406.72)

4.13 R-2007-111 **AGREEMENT -** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE TOWN OF DAVIE TO ENTER INTO AN AGREEMENT WITH SCOUTMASTER'S CAMPOREE, SOUTH FLORIDA COUNCIL, BOY SCOUTS OF AMERICA AND THE TOWN OF DAVIE FOR UTILIZING THE BERGERON RODEO GROUNDS AND HOLDING A MEMORIAL DAY PARADE AND WAIVING RENTAL FEES AND GRANTING PERMISSION FOR THE USE OF SERVICES AND EQUIPMENT. (not budgeted - $3,300)

4.14 R-2007-112 **AGREEMENT -** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE TOWN OF DAVIE TO ENTER INTO AN AGREEMENT BETWEEN REBUILDING TOGETHER BROWARD COUNTY, INC FOR THE RENTAL OF THE BERGERON RODEO GROUNDS FOR A BUILDERS DECATHLON EVENT. ($1,000)

4.15 R-2007-113 **SIGNAGE -** A RESOLUTION OF THE TOWN OF DAVIE TO HAVE THE MAYOR EXECUTE A FLORIDA DEPARTMENT OF TRANSPORTATION GENERAL USE PERMIT APPLICATION TO CONSTRUCT DIRECTIONAL SIGNAGE FOR THE BERGERON RODEO GROUNDS ON INTERSTATE I-595.

4.16 R-2007-114 **DECLARATION OF RESTRICTIVE COVENANTS -** A RESOLUTION OF THE TOWN OF DAVIE AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE AND FILE AN AMENDED DECLARATION OF RESTRICTIVE COVENANTS FOR OPEN SPACE SITE OS-77, ALSO KNOWN AS MATH IGLER GROVE.

4.17 R-2007-115 **SELECTION OF FIRM -** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, SELECTING THE FIRM OF GLOBALTECH, INC. TO DESIGN/BUILD A COLOR REMOVAL SYSTEM AT THE WATER TREATMENT PLANT AND AUTHORIZING THE TOWN ADMINISTRATOR OR HIS DESIGNEE TO NEGOTIATE AN AGREEMENT FOR SUCH SERVICES.

4.18 **SELECTION OF FIRM -** 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.

4.19 R-2007-116 **DEVELOPER'S AGREEMENT -** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA AUTHORIZING THE MAYOR AND THE TOWN ADMINISTRATOR TO ENTER INTO AN AGREEMENT BETWEEN THE TOWN OF DAVIE, BROWARD COUNTY, AND THE PLAZA AT DAVIE INC., FOR THE INSTALLATION OF IMPROVEMENTS TO SATISFY TRAFFIC CONCURRENCY RELATING TO THE PLAZA PLAT; TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURES TO SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. (DA 2-1-07, The Plaza, 11202 State Road 84)

4.20 R-2007-117 **PLAT -** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING A PLAT KNOWN AS THE "LORSON PLAT" 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 4-1-06, Lorson Plat, 5355 SW 76 Avenue) (denied by Council on January 17, 2007; item was reconsidered on February 7, 2007 and tabled for 60 days) [see related item 4.22] Planning and Zoning Board recommended approval

Temporary Use Permit

4.21 NSU Health Fair, 1904 South University Drive

Quasi-Judicial Consent Agenda

4.22 SP 12-4-05, Lorson Professional Campus, 5355 SW 76 Avenue (CC) (denied by Council on January 17, 2007; item was reconsidered on February 7, 2007 and tabled for 60 days) **[see related item 4.20]** *Site Plan Committee recommended approval subject to the planning report and the following: 1) that the road improvements along 76th Avenue for the length of the site have been agreed upon with the Engineering Department; 2) that the sidewalk and equestrian trail on the eastern side of the property be continued and extend north 330-feet within the existing right-of-way and with the approval from Florida Power and Light; 3) that the photometric at the entrance and in the parking areas be increased to a minimum of 1.5-candle foot; 4) that the two Royal Palm trees in front of the building be increased to 12-foot of grey wood; 5) that the trees located on the north property line must meet the FP&L requirements and be compatible with their code so it may be necessary to make some revisions in the tree selection; and 6) that the roof color be less orange than shown on the reproduction sample and be more compatible with the rendering elevations*

4.23 R-2007-118 **RE-APPROVING SITE PLAN -** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, RE-APPROVING SITE PLAN APPLICATION, SP 5-7-02 "DAVIE CHARTER SCHOOL," AND PROVIDING AN EFFECTIVE DATE. ***10/10/2002*** *- Site Plan Committee recommended approval subject to staff's recommendations and the following: 1) make the east and west architecture match or be similar to the north and south sides; 2) provide a new rendering for the Town Council's review to reflect the actual green areas and the existing houses; 3) revise the landscape plan and bring it back to this Committee and address the special notes in staff's comments regarding the perimeter buffer, also focus on the north parking property line and focus on the east property line which concerned the residents; 4) change the chain-link fence to a metal picket fence; and 5) add "bollards" at the main entrance;* ***01/02/03*** *- Council approved based on the understanding that the school was going to work with the residents and develop a perimeter that was going to be pleasing and something that they could agree to (the addition of an eight-foot concrete wall along the north property line adjacent to the residential properties); that staff make another attempt to contact the Florida Department of Transportation and try to resolve points-of-view issues; and based on consideration from the Drainage District****;*** ***01/07/03*** - Site Plan Committee recommended *approval subject to the addition of an eight-foot concrete wall along the north property line adjacent to the residential properties*

Councilmember Luis pulled item 4.18 from the Consent Agenda. Councilmember Starkey pulled item 4.16. Councilmember Crowley pulled items 4.9, 4.19 and 4.23. Vice-Mayor Caletka pulled items 4.20 and 4.22 together.

Councilmember Starkey made a motion, seconded by Mayor Truex, to approve the Consent Agenda less items 4.9, 4.16, 4.18, 4.19, 4.20, 4.22 and 4.23. In a voice vote, all voted in favor. (Motion carried 5-0)

5. DISCUSSION OF CONSENT AGENDA ITEMS

4.9 Councilmember Crowley asked Town Engineer Larry Peters the extent of the improvements. Mr. Peters responded that the improvements began at Flamingo Road and stopped at the eastern property line of Willow Creek, the western property line of Flamingo Commons. Councilmember Crowley asked about funds from Imagination Farms for an Orange Drive overlay. Mr. Cohen was not aware of any funds from Imagination Farms for an overlay. Mr. Peters agreed to provide a list of contributions to the road improvement fund.

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

Councilmember Starkey suggested that the Town approach the South Florida Water Management District to request a contribution for a guardrail and lighting along Orange Drive. Mr. Peters said Broward County was paying for the lighting, and the guardrail at strategic spots would be part of the contract.

In a voice vote, all voted in favor. (Motion carried 5-0)

4.16 Councilmember Starkey supported this resolution and wanted the public to know that Math Igler Grove was finally being developed. She requested a timeline for the item. Mr. Cohen agreed to provide the information to Council the following day.

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

4.18 Councilmember Luis wondered why the cost for this had risen from $65,000 to $95,000. Mr. Cohen explained that the rate actually fluctuated from $60,000 to $80,000 and this rate had been proposed as a flat, non-fluctuating rate. He noted that an experienced consultant could save the Town more than the cost of the consultant.

Vice-Mayor Caletka asked to table the item, as he had some questions he would like staff to address regarding the applicants.

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

4.19 Councilmember Crowley said it appeared that not all of the improvements would be within the Town, which he opposed. Councilmember Starkey was concerned as well, but said this was how the County did things. Mr. Peters advised that he had mentioned this concern to the petitioner, who had volunteered to match the County-allocated funds.

George Platt, representing The Plaza at Davie Inc., said that the applicant had pledged to donate an equal amount that the Town could use within the Town's border as Council saw fit. He agreed to put this commitment in writing.

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

4.20 Vice-Mayor Caletka advised that the applicant had been unable to find a way to divert traffic to University Drive, so the project was the same as when it had originally been presented to Council.

Councilmember Crowley said he had considered the project carefully and did not object to it in the designated commercial area. He acknowledged it was not possible to obtain an entrance on University Drive.

Councilmember Luis would prefer commercial use of the property where activity was concentrated between 8:00 a.m. and 5:00 p.m. so as not to interfere with horseback riding in the area. He noted that horses were generally ridden in the road on 76th Avenue, and there were some speed humps there, but not in front of the Wolf Lake entrance. Councilmember Luis recommended a requirement be added for a speed hump at the Wolf Lake entrance.

Bill Laystrom, representing the applicant, pointed out that at the hearing, there was no comment from any resident, and only Mayor Truex had attended the citizen participation meetings. Mr. Laystrom said the applicant had maintained the scenic road corridor throughout the site, met all the platting requirements, located the building as far west as possible to keep it away from the corridor, and located the lake adjacent to SW 76 Avenue to maintain the ambience. Mr. Laystrom added that the applicant had already agreed to provide up to two traffic-calming devices and to remove a 12.5-foot easement for a path. He felt nothing in the Code allowed Council to deny the application and noted that this was a "very high tax generator with relatively low impact."

Mayor Truex reminded Mr. Laystrom that four of five Council members had agreed that the project did not meet the required criteria and was not compatible with that neighborhood. Mr. Laystrom responded that Council was "coming up with a standard that's not there."

Councilmember Starkey asked if the concerns could be addressed by the addition of a scenic buffer, an irrigation fountain, noise buffering brick pavers, speed humps, and the incorporation of Green Building concepts. Councilmember Crowley suggested a street crossing instead of speed humps, perhaps including brick pavers. He felt the project met scenic corridor requirements.

Vice-Mayor Caletka felt the commercial use would have intense traffic from 9:00 a.m. to 5:00 p.m., and this presented a public safety issue on a small street.

Mayor Truex referred to the future land use policy, which stated commercial land uses should be located with access to primary transportation facilities, and noted that this project did not meet this criteria. He also felt it did not meet the criteria requiring that the development not adversely affect existing and designated residential areas, and compatibility with existing and planned uses.

Mayor Truex thought Council would owe Target and the people at the end of 76th Avenue an apology if they granted this and noted that there were parcels nearby that would someday be residential. He felt if they allowed this, it would not be the last request of this type, and they would set a trend.

Vice-Mayor Caletka reminded Council that when they had denied Wal-Mart, they had agreed to keep 76th Avenue as rural and scenic as possible.

Councilmember Crowley made a motion, seconded by Councilmember Luis, to approve item 4.20 subject to staff recommendations. In a voice vote, with Mayor Truex and Vice-Mayor Caletka dissenting, all voted in favor. (Motion carried 3-2)

4.22 Councilmember Crowley made a motion, seconded by Councilmember Starkey, to approve item 4.22 subject to staff recommendations, subject to Councilmember Starkey's comments, and subject to Councilmember Luis's comments on the crosswalk in front of Wolf Lake Park.

Councilmember Starkey listed her recommendations: pavers at the entranceway, a fountain, incorporation of green building concepts, the site plan recommendations noted at both hearings, and staff recommendations.

Acting Planning and Zoning Manager Marcie Nolan clarified that speed humps were not included in the motion, and that the following items were: brick pavers in front of the access, an equestrian crossing on 76 Avenue with brick pavers and an equestrian sign on both sides, LEED Building concepts, more native plantings, and an irrigation fountain.

Councilmember Crowley noted that the Planning and Zoning Board had recommended approval. In a voice vote, with Mayor Truex and Vice-Mayor Caletka dissenting, all voted in favor. (Motion carried 3-2)

4.23 Mr. Cherof swore in witnesses.

Ms. Nolan summarized the planning report and explained that the approved site plan had expired. She advised that the original site plan had not gone through the public participation process because this had not been required at the time, but public meetings were held subsequent to the site plan's approval for public input.

Councilmember Starkey said there had been concerns that the developer had addressed after several neighborhood meetings. She thought that some delay had been caused by Town staff. Ms. Nolan explained that substantial changes had been required as a result of the public participation process. These resulted in an abnormally lengthy site plan approval process, but still within 18 months. After that, there were regulatory issues outside the Town's control that the applicant had to address.

Councilmember Starkey said that since changes had been made to the site plan subsequent to Council's approval, she wanted to review the newest version. Ms. Nolan explained that the site plan had not changed, only the drop off/pick up point. She said staff had no objection to the request for extension.

Nectaria Chakas, representing the applicant, explained the changes to the drop off/pick up point and the landscape buffer on either side of the wall. She explained that Charter Schools required a longer review process than public schools, which included site plan approval.

Ms. Chakas explained that the civil drawings showed that the retention area did not conflict with the recreation area, even though the site plan made it appear that it did. She had already asked the architects to modify this on the site plan.

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

Dina Miller, principal of Somerset Academy, said the parents were looking forward to this opportunity to provide their children with a quality education. Their presence here this evening spoke to their commitment and appreciation of the school.

Karen Stenzel-Nowicki said her daughter had attended a Charter School and she supported the Charter School system.

A resident of Rexmere Village said her child attended the school, "here was not a better school out there" and the school's expansion was "essential to this community."

Harry Hill felt his kids were getting the best education they could possibly get at Somerset."

Marcie Crawford said her daughter had suffered reading problems, but teachers at Somerset had helped her.

Sophia Brown said Somerset had accommodated her daughter's advanced reading level, and her daughter had flourished there. She hoped her daughter could continue there through middle school after the expansion.

Brenda Mann-Kelly said she was a substitute teacher, and could attest that Somerset was an A-one school.

Council disclosed communications they had regarding this item.

Councilmember Starkey made a motion, seconded by Councilmember Crowley to approve the extension to 18 months, subject to the terms and conditions of what they were modifying on the site plan.

Mayor Truex said he had previously voted for this, but intended to vote against it now. He said he had met with neighbors in Pine Island Bay who were very angry. He asked that the item be tabled so a citizen participation meeting could take place to address neighbors' objections.

Councilmember Starkey said she had followed this process since 2002 because this had been her district and acknowledged that many issues had been resolved. She would not agree to table the item and noted that they had met with the community many times to address their concerns. Councilmember Starkey said that some concerns could never be addressed because "a few of the residents weren't satisfied with anything being built there."

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

6. PUBLIC HEARING

There were no public hearings to be heard.

7. APPOINTMENTS

7.1 Mayor Truex

7.1.1 Community Redevelopment Agency (one exclusive appointment; term expires April 2011) (members shall either reside or engage in business within the jurisdiction of the Town)

Mayor Truex made a motion, seconded by Councilmember Crowley, to re-appoint Mark Engel. In a voice vote, all voted in favor. (Motion carried 5-0)

7.1.2 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**)

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

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

No appointment was made.

7.1.4 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.

7.1.5 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 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**)

No appointment was made.

7.3 Councilmember Crowley

7.3.1 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**)

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

7.4 Councilmember Luis

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

7.4.2 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**)

Councilmember Luis made a motion, seconded by Councilmember Crowley, to appoint Mike Bender. In a voice vote, all voted in favor. (Motion carried 5-0)

7.5 Councilmember Starkey

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

No appointments were made.

7.5.2 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**)

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

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

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 Steve Rodriquez, 12600 SW 13 Street

Earlier in the meeting, Mr. Cherof explained the driveway requirements, and noted that the 1,000-foot maximum length was exceeded because Mr. Rodriguez's driveway was approximately 1,100 feet and the turnout was not standard. He indicated that SW 13 Street did not have adequate right-of-way for the standard 12-foot driveway. Mr. Cherof said that Mr. Rodriguez had tried diligently and unsuccessfully to obtain right-of-way from adjacent property owners to construct a 20-foot roadway to Flamingo Road [the third option].

Mr. Cherof summarized staff's justification for the options to address the problem: the site could legally connect to 127th Avenue now and the site could also access through SW 14 Street using existing

right-of-way. He explained that adequate right-of-way did not currently exist to access SW 13 Street because more than four homes used this street and it must be constructed as a roadway. Amending the Code would negate the non-conforming nature of SW 13 Street.

Don Lunney, representing the homeowner, said it would be cheaper to complete option one, but they were trying to accomplish the better public good to keep a future option open for a parkway, bridal way or linear park. He noted that only a Code amendment could solve the long-term issue of building out the neighborhood.

Mr. Lunney proposed that they would do the following: keep the right-of-way in the private sector until the Town collected enough right-of-way to meet a public standard; grant a license agreement allowing anyone in the 20 acres to use the T-shaped piece of property; and impress a covenant on the T-shaped property to convey the property by deed when the Town requested it. They would also agree that the property owner could not revoke the license.

Councilmember Crowley wanted to find the way to get Mr. Rodriguez and his family legally into their home. Mr. Cherof said the quickest route to this was the first option: connecting to 127th Avenue. Councilmember Crowley felt the option proposed by Mr. Rodriguez was best for him and the neighborhood, and he favored this option.

Mayor Truex asked Mr. Rodriguez how much he would contribute to the special assessment to construct the road in the future. Mr. Rodriguez said he was happy to give SW 13 Street to the Town at no cost, and to contribute his share of a special assessment in the future.

Vice-Mayor Caletka agreed with Councilmember Crowley and felt this would require a Code amendment. He believed that since the math did not always work out for some developments, they would see repeated litigation.

Mr. Cherof stated that the Town's building official could grant a temporary Certificate of Occupancy to Mr. Rodriguez under certain conditions. Mr. Lunney said if they were considering a Code amendment, they would evaluate a temporary Certificate of Occupancy during the enactment period, or "we would agree to execute an agreement to do the option 1.5, which is my over and up and we'd bond for it." He indicated that then, everyone would know that if the Code amendment did not work, his client would build the other access way.

Mr. Shimun said that in his experience, if they changed the Code, this would "trade one set of problems for a new set of problems." This would also remove the incentive to correct the problem anywhere else.

Councilmember Luis acknowledged that something must eventually be done on 13th Street, and asked Mr. Cherof how they would proceed. Mr. Cherof said 13th Street was private property, so they would not be forced to do anything unless they decided that streets throughout the Town like 13th Street needed to be public right-of-way. They could acquire the right-of-way through eminent domain or through voluntary cooperation of the property owners.

Mayor Truex asked if everyone agreed to require option 1 while option 4 was pending, and if the Code were not amended, Mr. Rodriguez would be bound to option 1. Vice-Mayor Caletka did not agree. Mr. Cherof said that Mr. Rodriguez could get a temporary Certificate of Occupancy for 90 days, which could be extended to 180 days, while they created the Code amendment. Council agreed to this plan.

9. NEW BUSINESS

9.1 Traffic Calming Round-about at Hiatus Road and Ernest Boulevard

Earlier in the meeting, Mr. Peters gave a presentation depicting the proposed roundabout at Hiatus Road and Ernest Boulevard behind the proposed Sierra Ranches subdivision. He drew Council's attention to a brochure describing the positive effects of a roundabout versus a "T" or full intersection.

Mr. Peters stated that the they would need to acquire additional right-of-way in the future to make the roundabout function, and the applicant had agreed to fund the roundabout in lieu of building the intersection. He estimated this would cost $375,000 and he had asked the applicant to place a bond in place for 110% of the cost and after the Town acquired the right-of-way, the applicant could construct the roundabout. The applicant would rather give the Town the cash to build the right-of-way in the future.

Councilmember Starkey disagreed with staff's approach. She noted that Council had approved the site plan including improvements to Hiatus Road, which had not included roundabouts. She felt it was inappropriate to bring this item back to Council now. Councilmember Crowley suggested that they accept the applicant's donation and use it to build a roundabout on 26th Street.

Nectaria Chakas, representing the Sierra Ranches developer, said one condition for approval of the old site plan had been to provide a preliminary design for a roundabout on Hiatus Road into the development as an alternative design. They had provided this design to staff, but had been unable to acquire the right-of-way to complete it. Rather than pursuing additional approvals, the developer wanted to provide the Town with the cash for other road improvements. Councilmember Starkey said the roundabout was approved on the site plan as an entry feature. Ms. Chakas said they proposed to eliminate the feature inside the property because they had already designed the site plan and it would no longer work.

Mayor Truex asked Mr. Kutney if they must amend the site plan. Mr. Kutney informed him that the applicant had filed a site plan modification, which the Council had the option to review. Councilmember Crowley stated that the agenda item concerned the roundabout on Hiatus, not the revised site plan. Ms. Chakas said the applicant wanted to proceed with the amended site plan.

Vice-Mayor Caletka suggested that the Town accept the donation for the road improvements and that Council review the amended site plan.

Councilmember Crowley made a motion, seconded by Vice-Mayor Caletka, to accept $400,000 for the offsite improvements for a roundabout on 26 Street and Hiatus Road. In a voice vote, all voted in favor. (Motion carried 5-0)

10. MAYOR/COUNCILMEMBER'S COMMENTS

COUNCILMEMBER CROWLEY

67 AVENUE RIGHT-OF-WAY. Councilmember Crowley said that someone was dumping in the right-of-way and asked Mr. Shimun to alert the appropriate staff.

401K INQUIRY. Councilmember Crowley said he had heard from an employee who was frustrated because staff had not yet responded to her inquiries regarding her 401K. Mr. Cohen said they were assembling a package of 401K information to distribute to employees. Mr. Shimun hoped this would be distributed prior to their next meeting.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT PRESENTATION. Councilmember Crowley announced that on May 19th, the South Florida Water Management District would give a presentation at the Florida League of Cities at the Roasted Pepper.

VICE-MAYOR CALETKA

PUBLIC LANDS OPENING TO VEHICULAR ACCESS. Vice-Mayor Caletka reported that the Parks and Wildlife Department was considering opening 140,000 acres in central Florida to the general public and vehicles. The Sierra Club had contacted Vice-Mayor Caletka regarding a presentation at a Council meeting.

CONTRACT LIMITS. Vice-Mayor Caletka felt it would be prudent for Council not to support increasing contract values for any renewals, and vendors should be warned of this when they renewed.

Councilmember Crowley acknowledged that this would be a tight budget year, and vendors should be warned that they could lose their renewals if they requested a large increase. He would oppose any increases this year.

Mr. Cohen clarified if this meant that if any vendor requested an increase, staff should just bid the contract out, or if he should bring the request to Council first. Vice-Mayor Caletka responded that staff needed to bid it out. Mayor Truex suggested Mr. Cohen inform vendors of the general policy, and inform them they should provide sound reasons to warrant an increase. Council decided vendors should be made aware of the new policy, but Council wanted to review the contracts.

TOWN ATTORNEY POSITION. Vice-Mayor Caletka wanted to request letters of interest for the Town Attorney position because the Town had "been in trouble on more than one occasion for not going out and advertising and doing a national search." He wanted to request letters of interest from potential parties interested in being outside or in-house counsel. Councilmember Starkey wanted to see staff comparison of in-house versus outside counsel first. Councilmember Luis said he would feel more comfortable if he had more facts before making a decision. Vice-Mayor Caletka asked staff to provide the comparison at their next meeting.

DEVELOPMENT WATER SUPPLY. Vice-Mayor Caletka noted that some developments presented to Council did not clearly have adequate water supply. He felt they should consider an additional water treatment plant and pointed out that a feasibility study for this would be free.

COUNCILMEMBER STARKEY

OLD DAVIE SCHOOL. Councilmember Starkey announced that the School had hosted Taste of Generations on April 14th.

GOLF TOURNAMENT SPONSORSHIP. Councilmember Starkey said they were seeking sponsors for the Soroptomists and the Boys and Girls Club Golf Tournaments. She invited interested parties to contact her.

COUNCILMEMBER LUIS

ADVISORY BOARD ATTENDANCE. Councilmember Luis reiterated his stance that advisory board members' absences resulting in lack of a quorum should count against their individual attendance.

COMMONS PETITION. Councilmember Luis stated that he had been asked to announce that the minutes of the February 7th meeting did not indicate that there were 1,000 signatures on the petition opposing The Commons.

MAYOR'S STANCE ON GLOBAL WARMING. Councilmember Luis said he appreciated Mayor Truex's stance on global warning.

MAYOR TRUEX

SKATEBOARDING AT MCDONALD'S. Mayor Truex said he had received a complaint from a resident regarding skateboarding at McDonald's.

DANIEL CANTOR WULTZ FOUNDATION. Mayor Truex announced that Mr. Davenport had requested that a basketball court in a park be named for Daniel Cantor Wultz, a Weston teen who died as a result of an Israeli suicide bomb attack.

TRASH IN CANAL ON 58TH AVENUE. Mayor Truex said he had received emails about this problem. Councilmember Crowley advised that this issue had been addressed.

RESIDENTS' ADDRESSES IN MINUTES. Mayor Truex had received an email questioning the wisdom of including residents' addresses in the minutes, since these were posted to the Town's website. There was no Statute addressing this, and Mr. Cherof advised Council that it was possible to omit this from the minutes. He confirmed that a speaker could not be compelled to provide this information.

DOWNTOWN DAVIE CONSTRUCTION. Mayor Truex asked if the Town was holding up the construction. Mr. Peters explained that the permits were issued with the provision that the builder obtain the adjacent property owner's permission for the existing drainage. He stated that 48 Emerald Isle parking spaces would be blocked off during construction. The Town had asked the developer to provide a secondary access to the blocked spaces, and additional parking spaces for the easement-area parking that would be inaccessible until the pipe was in the ground. Mr. Peters advised that this had not occurred as yet and the Town had stopped the project after requesting proof that Emerald Isle owners had agreed to allow the developer to enter their property to perform the work.
MR. CHEROF'S ASSUMING TOWN ATTORNEY POSITION. Mayor Truex favored Mr. Cherof's continuing as Town Attorney because he felt Mr. Cherof was doing an excellent job.

11. TOWN ADMINISTRATOR'S COMMENTS
ANNUITY. Mr. Shimun said that the Town had received a refund check for the full amount plus interest from Allianz for the annuity totaling $289,233.25.

12. TOWN ATTORNEY'S COMMENTS
SPECIAL LEGAL COUNSEL. Mr. Cherof recommended Stearns Weaver as special legal counsel for the Airport Environmental Impact Statement issue. Councilmember Starkey noted that the materials regarding the EIS were available online, so their representatives need not attend the meetings. Council agreed that Stearns Weaver attorneys should act as their legal counsel for the Airport EIS.

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: May 2, 2007 Minutes

AFFECTED DISTRICT: not applicable

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: May 2, 2007 (Regular Meeting)

REPORT IN BRIEF: Council minutes from the May 2, 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

REGULAR MEETING
MAY 2, 2007
7:00 PM

1. PLEDGE OF ALLEGIANCE

The meeting was called to order at 7:01 p.m. and was followed by the Pledge of Allegiance.

2. ROLL CALL

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

3. OPEN PUBLIC MEETING

Mayor Truex explained the rules for the Open Public Meeting.

Domiano Pignato thanked Councilmember Crowley for appointing him to the Planning and Zoning Board, and Council for approving his appointment.

Judy Paul congratulated David Amchir, recipient of the Prestige Club's Presidents Award.

Ms. Paul said she had attended the Water Management District meeting recently, and announced that they had approved the piping of the Orange Park canal.

Ms. Paul said there had been discussion of reinstating the Tree Legacy Program, and asked interested parties to contact her.

Ms. Paul requested an update on park conservation easements. She was concerned that "lands set aside in perpetuity" could actually be removed from the perpetuity list.

Ms. Paul was concerned that Council had not had their goal setting session yet.

Ms. Paul wondered if Mr. Shimun would request reimbursement for the PhD program in which he was enrolled, and felt this was unnecessary. Councilmember Starkey was unaware that Mr. Shimun was pursuing a PhD, but thought that reimbursement for educational expenses was included in his contract. Vice-Mayor Caletka suggested they address this issue when Mr. Shimun was present.

John Ladue presented photos of the berm behind his property and expressed concern about privacy on Hiatus Road. Councilmember Starkey thought someone was addressing a corrective landscaping plan. Mr. Cohen agreed to provide an update to Council on the Hiatus Road issues for the next Council meeting.

Barbara Caballero asked Council to reconsider their vote at the prior meeting regarding the Charter School site plan.

Jimmie Newton stated his opposition to the Charter School. Councilmember Starkey explained that the Charter School site plan had expired, and Council had voted to extend it. She stated that there had been several pending issues the School had needed to resolve with Broward County and with Davie, and they had needed to redesign the site plan. Development Services Director Mark Kutney added that the original site plan had been approved approximately four years ago, at a time when there were no requirements for public participation meetings. Due to neighborhood concerns subsequent to the approval, several public input meetings were held and changes were made to the site plan pursuant to that public input. The site plan was reviewed at the previous meeting at the applicant's request, and Council had the option to re-approve the site plan or force the school to start the process again. Council had re-approved the site plan.

Mr. Newton asked why the neighbors had not been notified of the re-approval at the previous meeting. Mayor Truex explained that in order for the item to be reconsidered, a Councilmember who had voted in favor of it the previous meeting must move at this meeting to reconsider it.

Bob Martinez asked for extension of the wall that separated his property at 6838 SW 43 Court and the new Fire Administration building because the completed wall was 12 feet short. He presented a diagram of the area and photos of the existing wall. Councilmember Crowley said he had spoken with Mr. Martinez and encouraged him to request this of Council. Mr. Cohen said staff had already visited the property and the additional 12 feet would be constructed.

Louis Cohen, Pine Island Bay resident, was concerned about the Charter School, and warned about the number of Charter Schools that failed. He pointed out that the School would be open to any resident of Broward County, not just to Davie residents. He asked Council to reconsider their vote from the previous meeting.

Mayor Truex stated items 4.15, 4.18 and 6.2 were requested to be tabled to June 6, 2007. Mr. Cohen explained that the applicant had not received an answer regarding the drainage issues as yet.

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

Mr. Cohen explained that items 4.3 and 6.1 had been withdrawn.

Mayor Truex announced that item 4.19 needed to be added.

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

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 R-2007-119 **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 R-2007-120 **BID -** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, ACCEPTING THE BIDS FOR FIRST AID SUPPLIES AND EQUIPMENT. (lowest bidder - $120,000)

4.6 R-2007-121 **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 R-2007-122 **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 R-2007-123 **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 R-2007-124 **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 R-2007-125 **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 R-2007-126 **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 R-2007-127 **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 R-2007-128 **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 R-2007-129 **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

Item to be added

4.19 A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE
R-2007-130 MAYOR TO EXECUTE CHANGE ORDER #2 WITH EXTREME RESTORATION SERVICES INC. TO INSTALL ROOF INSULATION AT FIRE RESCUE STATION NO. 68

Councilmember Crowley pulled item 4.4 from the Consent Agenda. Mayor Truex pulled item 4.19.

Councilmember Starkey made a motion, seconded by Mayor Truex, to approve the consent agenda minus items 4.4 and 4.19. In a voice vote, all voted in favor. (Motion carried 5-0)

5. DISCUSSION OF CONSENT AGENDA ITEMS

4.4 Councilmember Crowley explained that his concern with Sapoznick Consultants had been their fees, and he felt they were now in a better position to renegotiate the fees. He now favored bringing Sapoznick Consultants back. Mayor Truex thought this was a bad idea, as using a bid for leverage alone brought "disrepute on the whole bid process." Vice-Mayor Caletka said he favored retaining Sapoznick Consultants, but wanted to keep the fee "around that same amount."

Mr. Cohen reminded Council that this was not based on cost. He noted that Sapoznick Consultants had served as the Town's broker and consultant, and this was what Council had wanted to get away from. Ms. Sapoznick had offered to give the Town a fixed dollar amount, but it was more than the old amount.

A representative from AON Consulting explained that they would host a seminar soon addressing many issues, including wellness and described their fraud prevention measures. Another representative described methods they used to control costs.

Councilmember Starkey made a motion, seconded by Mayor Truex, to approve the number one bid selection of AON.

Vice-Mayor Caletka said he would vote against the motion, as he favored the former consultant. Councilmember Luis hated to see the former consultant removed when she had been doing a good job. Mayor Truex said they should not have bid it out then, they should have met with Ms. Sapoznick.

In a voice vote, the vote was as follows: Mayor Truex - yes; Vice-Mayor Caletka - no; Councilmember Crowley - no; Councilmember Luis - no; Councilmember Starkey - yes. (Motion failed 2-3)

Vice-Mayor Caletka made a motion, seconded by Councilmember Crowley, to negotiate with Sapoznick Consultants for consulting services.

Councilmember Crowley asked to amend the motion to negotiate a new fee with Sapoznick Consultants. If this was not possible, staff could negotiate with AON.

In a voice vote, the vote was as follows: Mayor Truex - no; Vice-Mayor Caletka - yes; Councilmember Crowley - yes; Councilmember Luis - yes; Councilmember Starkey - no. (Motion carried 3-2)

Mr. Cohen pointed out that the fee staff negotiated must be approved by Council, and there were time constraints.

4.19 Fire Chief Don DiPetrillo explained their work to address environmental issues at Fire Station 68.

Councilmember Starkey asked about change orders for the project. Chief Petrillo explained that this was the only change order to the original amount. Councilmember Starkey asked if insurance would cover any of the costs, since this related to hurricane damage. Risk Manager Dan Lutzke explained that this was possible and stated they would file a claim for it.

Councilmember Crowley made a motion, seconded by Mayor Truex, to seek reimbursement from the insurance company. In a voice vote, all voted in favor. (Motion carried 5-0)

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}**

This item was tabled earlier in the meeting.

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}**

This item was tabled earlier in the meeting.

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.

Mr. Cherof read the ordinance by title. Mayor Truex announced that a public hearing would be held on this item at the May 16, 2007 meeting.

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

Councilmember Starkey made a motion, seconded by Mayor Truex, to approve. In a roll call vote, the vote was as follows: Mayor Truex - yes; Vice-Mayor Caletka - yes; Councilmember Crowley - out of the room; Councilmember Luis - yes; Councilmember Starkey - yes. (Motion carried 4-0)

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.

Mr. Cherof read the ordinance by title. Mayor Truex announced that a public hearing would be held on this item at the May 16, 2007 meeting.

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

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

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)

No appointment was made.

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)

No appointment was made.

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)

No appointment was made.

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**)

Vice-Mayor Caletka made a motion to re-appoint Phil Busey to Planning and Zoning. In a voice vote, all voted in favor. (Motion carried 5-0)

7.3 Councilmember Luis

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

No appointments were made.

7.4 Councilmember Starkey

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

No appointments were made.

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

No appointment was made. Councilmember Starkey asked that a letter be sent to park owners to encourage them to join this board.

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)

No appointments were made.

8. OLD BUSINESS

8.1 Municipal Attorney Survey Information

Vice-Mayor Caletka thanked staff for the report. He felt an in-house attorney provided the potential for better service, but acknowledged this was not economically feasible. Vice-Mayor Caletka, therefore, reversed his position, and believed they should continue with contractual legal services. He recommended that the Town request letters of interest. Councilmember Starkey agreed that the economic costs were too high and this service should continue to be outsourced.

Vice-Mayor Caletka made a motion to request letters of interest for outsourced legal services.

Council agreed these would all come before Council and they would then short-list them.

Councilmember Crowley seconded the motion.

Councilmember Starkey wanted minimum qualifications included. Mr. Cohen agreed to provide Council with bid specifications.

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

9. NEW BUSINESS

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

Earlier in the meeting, John Herin, attorney from Stearns Weaver Miller, presented the draft of the FAA Environmental Impact Statement [EIS] from the Fort Lauderdale/ Hollywood International Airport expansion. He said his firm was working towards providing the FAA with comments by the end of May on behalf of the Town. Mr. Herin said he had provided staff with a draft letter outlining the key issues regarding the EIS that would provide the record needed to challenge the FAA's moving forward with the airport project. He noted that the RFD was expected this summer.

Mr. Herin asked Council to decide if they wanted additional experts to be hired to assist in evaluating the EIS. He estimated his firms fee at approximately $30,000 to $35,000, and believed they could meet the deadline and create a record of deficiencies in the EIS. Mr. Herin suggested specific specialists Council might want to retain, and their approximate fees.

Vice-Mayor Caletka asked if it would be possible to share costs with Dania Beach. Mr. Cohen stated they had been sharing costs with Hollywood and Dania Beach, but one year ago, Council had decided to go in their own direction. Councilmember Starkey explained their prior collaboration with Hollywood and Dania Beach. She felt they owed it to residents to create and preserve the record for the future, and wanted to earmark a budget figure to devote to this.

Mr. Herin explained that the fees he mentioned were "not to exceed." He agreed to share as much information as possible with Dania Beach to reduce overall costs.

Vice-Mayor Caletka agreed with Councilmember Starkey that the Town should pursue this. Councilmember Crowley said he had made a commitment to his constituents to represent them and "fight this all the way."

Mayor Truex remarked that Mr. Herin's letter covered all of the issues. He felt it would prove necessary to employ the experts in order to succeed, and recommended they hire them now.

Councilmember Starkey noted that the FAA would not mitigate against noise abatement for mobile home communities and she felt this was a huge problem. She felt the Town would need to bring the talking points based on the mobile home data to the Broward County Commission meeting. Councilmember Starkey wanted the public notified for the public outreach meetings with the FAA and noted that her community had not been notified. Vice-Mayor Caletka intended to hand out fliers in mobile home parks prior to the County Commission meeting. Councilmember Starkey suggested that arrangements be made for bus service to the County Commission meeting.

Mayor Truex informed Mr. Herin that they wanted his firm to prepare the response. Mr. Herin agreed again to communicate with Dania Beach regarding information-sharing. Mr. Cohen advised Council should authorize the attorney to engage the additional experts, with Council agreeing.

10. MAYOR/COUNCILMEMBER'S COMMENTS

CHARTER SCHOOL VOTE RECONSIDERATION. Councilmember Crowley said he had decided to reconsider this because this was now his district and some of his constituents requested it. Vice-Mayor Caletka felt there was merit to reconsider.

Councilmember Crowley made a motion, seconded by Mayor Truex, to reconsider Council's vote on the Charter School issue from the previous Town Council meeting.

Councilmember Starkey felt this was "beating a dead horse" given the number of public meetings that had already been held. She felt there had been ample opportunity for the public to provide input and become informed. Councilmember Starkey thought it also sent a bad message that the Council would repeatedly reconsider items.

Mr. Cherof explained that if the motion to reconsider passed, Council would need to consider the same issue that had been before them at the previous Council meeting.

Councilmember Luis said that as a rule, he opposed Charter Schools, but this applicant "went through hoops, they met with the public, they made changes…" Mayor Truex stated that when this first passed, there had been no public input because it had not been required at that time. He noted that the "after the fact" hearings then gave the Town no leverage in negotiations with the developer.

Mr. Kutney explained that there were almost a dozen meetings for one year after the site plan was approved. He did not believe the residents were ever totally satisfied with the outcome of the meetings.

Mr. Kutney confirmed for Vice-Mayor Caletka that the reason the site plan expired was that these meetings had continued for so long, causing the school to lose its charter, for which they had then reapplied.

Vice-Mayor Caletka felt reconsidering this matter amounted to changing the rules on the applicant. He noted he had received one email from a resident on this. Mayor Truex said this was because the neighbors had not received notice.

In a voice vote, the vote was as follows: Mayor Truex - yes; Vice-Mayor Caletka - no; Councilmember Crowley - yes; Councilmember Luis - no; Councilmember Starkey - no. (Motion failed 2-3)

HOMEOWNER'S ASSOCIATION MEETING. Councilmember Crowley asked Mr. Cherof if it was permissible for he and Vice-Mayor Caletka to attend a meeting comprising of residents from both their districts, provided it was noticed by the Town. Mr. Cherof said if the Town provided notice of the meeting and minutes of the meeting were kept, this would comply with the Sunshine Law.

COUNCILMEMBER LUIS

SOUND WALL. Councilmember Luis reported that he had contacted Representative Debbie Wasserman-Shultz's office regarding the sound wall on behalf of one of his district's homeowner's assocation.

COUNCILMEMBER STARKEY

EAST-WEST TRANSIT. Councilmember Starkey said this had been a concern and she now saw a problem with FDOT forcing the rail to the south of I-595, which she strongly opposed. She noted that the Town owned the right-of-way to the center of the New River Canal and suggested shifting the alignment to put the raised rail on the south side of the canal.

Vice-Mayor Caletka explained that the Metropolitan Planning Organization agreed it was not feasible to have light rail at the present time and they were considering alternatives. Councilmember Starkey thought residents would support a raised rail system on the north side because it would be buffered by the expressway and the canal. Reversible lanes would be in the center line at grade. She suggested a resolution be put on their next agenda and asked staff to make suggestions.

WATER RESTRICTION VIOLATORS. Councilmember Starkey said there were still problems with water violations and asked what actions the Town could take. Mr. Kutney said that Code Compliance Office Danny Stallone had provided him with statistics showing 60 undocumented complaints. He noted that a code compliance inspector must witness the violation, or there must be some evidence to proceed with a case.

Councilmember Starkey felt that golf courses were flouting the restrictions, believing they could not be enforced. Mr. Cohen explained that golf courses with "re-use" water were permitted to water at will.

Councilmember Crowley wanted to issue tickets to violators and not go through the Special Magistrate process. Mr. Stallone explained that staff was creating an ordinance pertaining to the violation of the water restrictions. Mr. Cherof said any arm of law enforcement would be permitted to enforce the ordinance, include police officers.

VAN KIRK. Councilmember Starkey asked staff for information on the Van Kirk parcel wetland and on the time line. Mr. Cohen agreed to provide this.

VICE-MAYOR CALETKA

$450,000 SEIBER GRANT. Vice-Mayor Caletka was pleased that the Town had received this grant.

HOMEOWNER'S ASSOCIATION COMPLAINTS. Vice-Mayor Caletka said residents had informed him that if lawns turned brown due to obeying the watering restrictions, homeowner's associations were complaining to residents. He felt that the Town's Code should supercede any homeowner's associations rules, and residents should not be permitted to violate Town ordinances to satisfy the homeowner's associations rules.

MAYOR TRUEX

OPEN HOUSE SIGN ORDINANCE. Mayor Truex asked what the progress was on this item. Mr. Kutney advised that this ordinance would appear before the Planning and Zoning Board this month, and it should be before Council in June.

11. TOWN ADMINISTRATOR'S COMMENTS

NEW PUBLIC WORKS/CAPITAL PROJECTS DIRECTOR. Mr. Cohen introduced the new Public Works/Capital Projects Director, Manny Diaz.

GOAL-SETTING SESSION DATES. Town Clerk Muniz provided Council with possible dates for the goal-setting session with the consultant.

BUDGET PROCESS. Mr. Cohen said they hoped to have a budget to present to Council by the end of May. He explained that since they had been unable to set a date for the goal setting session, if they needed to "tweak" the budget based on the goal setting session results, this would not be a problem.

12. TOWN ATTORNEY'S COMMENTS

WAL-MART UPDATE. Mr. Cherof stated that Wal-Mart had filed a notice of appeal, and he agreed to forward an update to Council.

13. ADJOURNMENT

There being no further business to discuss and no objections, the meeting was adjourned at 9:40 p.m.

Approved_____ _____

Mayor/Councilmember

_____

Town Clerk

TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT

TO: Mark Kutney, Development Services Director

FROM/PHONE: Sandy Saikley, Office Supervisior/954 797-1101

PREPARED BY: Sandy Saikley, Office Supervisior

SUBJECT: Home Business Tax Receipt

AFFECTED DISTRICT: 4

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: Business Tax Receipt

REPORT IN BRIEF: Per Land Development Code 12-34 (N) Home Occupations (Business Tax) are permitted for telephone and mail communication only and are subject to the regulations contained in the Town Code. In the AG, A-1, and R-1 districts, Town Council approval is required.

PREVIOUS ACTIONS: n/a

CONCURRENCES: n/a

FISCAL IMPACT: not applicable

Has request been budgeted? n/a

RECOMMENDATION(S): Staff finds this application complete and suitable for transmittal to Town Council.

Attachment(s):

DEVELOPMENT SERVICES DEPARTMENT
BUSINESS TAX RECEIPT DIVISION
6591 ORANGE DRIVE • DAVIE, FLORIDA 33314-3399
PHONE: 954.797.1112 • FAX: 954.797.1086 • WWW.DAVIE-FL.GOV

HOME BUSINESS TAX RECEIPT APPLICATION

APPLICANTS: COMPLETE BOTH SIDE OF APPLICATION

BUSINESS NAME: Joan Maurer Real Estate

BUSINESS ADDRESS: 10741 SW 51 Street ZIP: 33328

BUSINESS MAILING: ZIP:

BUSINESS PHONE: 954-931-3227 CELL: 954-646-5656

DESCRIBE TYPE OF BUSINESS: Real Estate Broker

BUSINESS IS: CORPORATION ____ SOLE PROPRIETOR ✓ PARTNERSHIP ____ LLC ____

OWNER/OFFICER (S)	HOME ADDRESS	CITY/ZIP	PHONE
1. Joan Maurer	10741 SW 51 Street	33328	954-646-5656
2.			

FEDERAL ID NUMBER ____ OR SOCIAL SECURITY ____

I understand this is an application for a Business Tax Receipt in the Town of Davie. Until I have received the Business Tax Receipt, I will not conduct any business at this location. The Business Tax, upon receipt, is valid until September 30, 07 and must be renewed before each October 1st. JM
Initial

This application for Business Tax Receipt allows mail and telephone use only, no signs or exterior storage, no on-site employees are permitted.

Joan Maurer
Print owner or officer's name and title

Signature of owner or officer

OFICE USE ONLY:
Date 5/30/07 Category 15602 Fee ~~14.04~~ Exempt ✓ per Sec 13-3 (65)
New ____ Transfer ✓ Name ✓ Address ✓ Owner ____ Transferred from Joan Maurer
Tax Number 07 26685 Control Number 19447 Location ID Number 103112
Folio 504131010271 Zoning A-1 Broward County home office only
Council Approval Required ✓ Yes No Zoning Approval P Beckers Date 6-6-07

Home Business Tax Receipt shall mean any use conducted entirely within a dwelling and carried on by persons residing in the dwelling unit, which is clearly incidental and secondary to the use of the dwelling for residential purposes and does not change the character thereof and in connection with which there is no display or stock in trade. The Home Business Tax Receipt shall involve phone and mail use only and shall not involve the use of any accessory building or yard space or activity outside of the main building not normally associated with residential use.

SECTION 13-23 - LOCATION OF BUSINESS TAX RECEIPT; ZONING REGULATION

(a) Each application for the Business Tax Receipt shall definitely state and set out the exact location at which business shall be operated. Before issuance of a Business Tax Receipt, verification of applicable zoning will be made. If the applicable zoning regulations do not permit the practice of such business, occupation or profession, the Business Tax Receipt will be denied. All Business Tax Receipts granted by council action by special exception, variance or by vested rights for nonconforming use, shall be so stated on the face of the license.

(b) Notwithstanding any provision to the contrary herein contained, certain businesses, professions or occupations may be conducted within a residentially zoned area (not to include R-1 or A-1, which require council approval) on a restricted basis for which a restricted Business Tax Receipt may be issued by the town. The owner of such business will secure a restricted Business Tax Receipt from the town subject to the provisions and limitations contained herein.

(c) Any person engaged in a personal profession or occupation which requires the use of his own personal residence may apply for a restricted Business Tax Receipt. Such application may list his home address as the place of business for the purpose of complying with the following conditions.

(1) No sign of any type may be posted or displayed on the premises which might serve to indicate that the premises are being used as a restricted home business use, except as required in accordance with all governmental bodies, No vehicles with any signs painted on them, which might serve to indicate that the premises are being used for restricted Business Tax Receipt use, shall be parked within the view of public right-of-way.

(2) The applicant shall not use the premises or any improvements thereon for the creation, storage, distribution, repair or sale of any of any merchandise or goods which would be visible from any location off the premises.

(3) No noise, odors, smoke or nuisance of any type shall arise from the conduct of the business here permitted or authorized.

(4) The applicant shall not cause or permit in connection with the business authorized herein any traffic that shall interfere or disrupt the flow for street use in the neighborhood.

(5) Any restricted Business Tax Receipt issued pursuant hereto may be revoked by the town council at any time upon notice and hearing for the violation of any provisions herein contained or for the violation of any ordinance of the town or law of the state pertaining to regulating or tax such business or for any other good and sufficient reason; provided, however, that this provision shall not effect the power of the court to revoke certain tax receipt where such revocation specifically provided for by ordinance. (Code 1964 8-6)

I understand the description of Home Business Tax Receipt as stated in Section 13-23, regarding Home Business Tax Receipt and the definition (12-34 N)

Applicant's Signature _____ Date Mar 30, 2007

DEVELOPMENT SERVICES DEPARTMENT
BUSINESS TAX RECEIPT DIVISION
6591 ORANGE DRIVE • DAVIE, FLORIDA 33314-3399
PHONE: 954.797.1112 • FAX: 954.797.1204 • WWW.DAVIE-FL.GOV

HOME BUSINESS TAX RECEIPT AFFIDAVIT

Town of Davie, Planning & Zoning, & Business Tax Division,
6591 Orange Drive, Davie, FL 33314

I understand that this is an application for a home business tax receipt in the Town of Davie and I may not conduct any business at this location until I have received the tax receipt document. I further understand that this business tax receipt upon issuance, is valid until September 30, 07, and must be renewed before October 1st.

I understand that as long as I conduct business in the Town of Davie I must keep an active business tax receipt.

This application for home business tax receipt allows mail and telephone use only, no signs or storage, or on-site employees or clients are permitted.

All contractors must provide a copy of a lease at an alternate site for storage of equipment.

I Joan Maurer certify that, to the best of my knowledge, all of my statements are true, correct, complete and made in good faith.

Print Owner or Officer's Name and Title Joan Maurer Broker

Signature of owner or officer: Joan Maurer **Date:** May 30, 2007

The foregoing was acknowledged before me this 30 day of May 2007
By, Joan Lucknor Maurer Who is personally known to me or who has produced
F.L.-D.L. M420-492-42-704 as identification and whom did/did not take an oath

NOTARY PUBLIC Clara Ramos

COMMISSION EXPIRES: _____

A FALSE STATEMENT ON ANY PART OF BUSINESS TAX RECEIPT MAYBE GROUND FOR REVOKING SAID DOCUMENT OR SUSPENDING THE RECEIPT AFTER IT HAS BEEN ISSUED.

160

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 BERGERON EMERGENCY SERVICES, INC. TO PROVIDE SECONDARY DISASTER RECOVERY 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 disaster recovery services as a secondary source to supplement the Town's contract with Ashbritt, Inc.. RFP documents were sent to thirty-one (31) 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 thirteen (13) proposals. All proposals are available for viewing in the Purchasing Division. The selection committee short listed the top four proposers to make an oral presentation. The firm of Crowder-Gulf failed to send a representative to make an oral presentation. Following oral presentations from the other three short listed firms, the selection committee ranked the firms. The selection committee recommends negotiating a contract with Bergeron Emergency Services, Inc. as the highest ranking firm. The initial term of the contract is two (2) years with options to extend the contract for two (2) additional one (1) year terms by mutual agreement of the parties. Extensions, if appropriate, will be sent to the Town Council for approval.

PREVIOUS ACTIONS: The Town Council approved a contract for primary disaster recovery services with Ashbritt, Inc. by Resolution R-2005-223.

CONCURRENCES: Bergeron Emergency Services, Inc. was chosen by the selection committee

FISCAL IMPACT: not applicable

Has request been budgeted? n/a

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

Account Name: Various Town Accounts

Additional Comments: The total cost of this contract will be determined by the amount and severity of storms that hit our area over the contract term. Portions of the cost will be reimbursable through FEMA.

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 BERGERON EMERGENCY SERVICES, INC. TO PROVIDE SECONDARY DISASTER RECOVERY SERVICES AND AUTHORIZING THE TOWN ADMINISTRATOR OR HIS DESIGNEE TO NEGOTIATE AN AGREEMENT FOR SUCH SERVICES.

WHEREAS, the Town solicited proposals to provide disaster recovery services as a secondary source to supplement the Town's contract with Ashbritt, Inc.; and

WHEREAS, the selection committee has selected Bergeron Emergency Services, 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 Bergeron Emergency Services, 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

ACCOUNT NUMBER	BUDGET ITEM & DESCRIPTION	APPROXIMATE COST
VARIOUS TOWN ACCOUNTS	SECONDARY DISASTER RECOVERY SERVICES	Dependent on DISASTER

METHOD OF PROCUREMENT (check the one that applies)

___ Open Competitive Bidding
___ Piggyback on Contract Number_____
___ Sole Source
X Request For Proposals

SPECIFICATIONS & LIST OF VENDORS MUST BE ATTACHED

Signed _____
Department Head

Have Funds been Reserved N/A - NO ACCT OR AMT TO ENCUMBER

Date 7/17/06 Signed _____

Signed _____
Town Administrator

BIDS SUBMITTED

VENDOR	COST
BERGERON EMERGENCY SERVICES, INC	RANKED 1ST
EMN, PINNACLE	RANKED 2ND
STORM RECONSTRUCTION SERVICES	RANKED 3RD
CROWDER - GULF	RANKED 4TH
WOOD RESOURCE RECOVERY	NOT RANKED
CERES ENVIRONMENTAL	NOT RANKED
D+J ENTERPRISES	NOT RANKED
JB COXWELL CONTRACTING	NOT RANKED
NATCO, INC.	NOT RANKED
DRC EMERGENCY	NOT RANKED
ARBOR TREE	NOT RANKED
MANCON, INC	NOT RANKED
ASPLUNDH ENVIRONMENTAL	NOT RANKED

Signed _____
Procurement Manager

BID SPECIFICATION COMMITTEE'S RECOMMENDATION

Vendor	Cost
BERGERON EMERGENCY SERVICES, INC	TO BE NEGOTIAT

	A	B	C	D	E
1					
2					
3		DISASTER RECOVERY SERVICES			
4					
5					
6	COMMITTEE MEMBER	STORM	BERGERON	CROWDER	OMNI
7		RECONSTRUCTION	SERVICES	GULF	PINNACLE
8					
9	C. MENKE	2	1	N/A	3
10	R. MUNIZ	2	1	N/A	3
11	M. KUTNEY	3	2	N/A	1
12	L. PETERS	2	1	N/A	3
13	K. COHEN	3	1	N/A	2
14	D. OYLER	2	1	N/A	3
15	D. DIPETRILLO	3	1	N/A	2
16	H. HYMAN	3	1	N/A	2
17					
18	TOTAL	20	9	—	19
	RANKING	3RD	1ST		2ND

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

Detail by Entity Name

Florida Profit Corporation

BERGERON EMERGENCY SERVICES, INC.

Filing Information

Document Number	P06000054436
FEI Number	651274968
Date Filed	04/14/2006
State	FL
Status	ACTIVE
Effective Date	NONE

Principal Address

19612 S.W. 69TH PLACE
PEMBROKE PINES FL 33332

Mailing Address

19612 S.W. 69TH PLACE
PEMBROKE PINES FL 33332

Registered Agent Name & Address

DE SAI, PHIL
19612 S.W. 69TH PLACE
PEMBROKE PINES FL 33332

Officer/Director Detail

Name & Address

Title D

BERGERON, SR., RONALD M
19612 S.W. 69TH PLACE
PEMBROKE PINES FL 33332

Title D

BERGERON, RONALD JR
5101 SW 167 AVENUE
SOUTHWEST RANCHES FL

Title ST

DESAI, PHIL
19612 SW 69 PLACE
FORT LAUDERDALE FL 33332

Annual Reports

No Annual Reports Filed

Document Images

04/13/2007 -- ANNUAL REPORT

04/14/2006 -- Domestic Profit

Note: This is not official record. See documents if question or conflict.

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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, ACCEPTING THE BIDS FROM WEEKLEY ASPHALT PAVING, INC. AND GENERAL ASPHALT CO., INC. FOR ASPHALT OVERLAY. .

REPORT IN BRIEF: A competitive bid was conducted for asphalt overlay needed by the Public Works Department for various roadway projects. The Town acted as lead agency for the Southeast Florida Cooperative Purchasing Group for this bid. The Town sent out specifications to nineteen (19) 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 five (5) responses (three (3) bids and two (2) "no bid" responses.). The recommendation is for Weekley Asphalt Paving, Inc. as the lowest responsive and responsible bidder for Group I (North of Broward Blvd.) and General Asphalt Co., Inc. as the lowest responsive and responsible bidder for Group II (South of Broward Blvd.). The initial contract is a one (1) year term with an option to renew for an additional one (1) year term by mutual agreement of the parties. Extensions, if appropriate, will be submitted to the Town Council for approval.

PREVIOUS ACTIONS: n/a

CONCURRENCES: The recommended award has been reviewed by the Bid Specification Committee who concur with the decision to award to Weekley Asphalt Paving, Inc. for Group I and General Asphalt Co., Inc. for Group II.

FISCAL IMPACT: Yes

Has request been budgeted? Yes

If yes, expected cost: Dependent on number of projects authorized

Account Name: Operating budget of the using dept.

RECOMMENDATION(S): Motion to approve the resolution.

Attachment(s): Procurement Authorization, Bid Tabulation, Recommendation memo, Copy of bid from Weekley Asphalt, Copy of bid from General Asphalt, Incorporation information

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, ACCEPTING THE BIDS FROM WEEKLEY ASPHALT PAVING, INC. AND GENERAL ASPHALT CO., INC. FOR ASPHALT OVERLAY.

WHEREAS, the Town is in need of asphalt overlay to repair streets throughout the Town; and

WHEREAS, the Town, acting as lead agency for the Southeast Florida Cooperative Purchasing Group, solicited sealed bids for such asphalt overlay; and

WHEREAS, after review, the Town Council wishes to accept the bids from Weekley Asphalt Paving, Inc. for Group I and General Asphalt Co., Inc. for Group II.

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

SECTION 1. The Town Council hereby accepts the bids from Weekley Asphalt Paving, Inc. for Group I (North of Broward Blvd.) and General Asphalt Co., Inc. for Group II (South of Broward Blvd.) in accordance with unit prices identified in Attachment "A".

SECTION 2. The Town Council hereby authorizes the expenditure from the operating budget of each using department.

SECTION 3. The initial contract 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 submitted 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 _____, 2007

_____
MAYOR/COUNCILMEMBER

Attest:

_____
TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2007

TOWN OF DAVIE
PROCUREMENT AUTHORIZATION

ACCOUNT NUMBER.	BUDGET ITEM & DESCRIPTION	APPROXIMATE COST
OPERATING BUDGET OF USING DEPTS.	ASPHALT OVERLAY	COMMODITY

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 N/A NO ACCOUNT OR AMOUNT

Date 3/12/07 Signed [signature]

Signed [signature]
Town Administrator

BIDS SUBMITTED

VENDOR	COST
WEEKLEY ASPHALT PAVING CO., INC.	SEE ATTACHED
GENERAL ASPHALT CO., INC.	BID
THE PAVING LADY	TABULATION
HARDRIVES, INC.	NO BID
RANGER CONSTRUCTION	NO BID

Signed [signature]
Procurement Manager

BID SPECIFICATION COMMITTEE'S RECOMMENDATION

Vendor	Cost
WEEKLEY ASPHALT PAVING CO., INC - GROUP I (NORTH OF BROWARD BLVD)	PER ATTACHED
GENERAL ASPHALT CO., INC. - GROUP II (SOUTH OF BROWARD BLVD.)	BID TABULATION

MEMORANDUM

Department of Budget and Finance

To: Bid Specification Committee

From: Herb Hyman, CPPB, Procurement Manager

Through: Carol Menke, Acting Budget and Finance Director

Subject: Asphalt Overlay

Date: May 2, 2007

This is a Southeast Florida Governmental Co-operative Purchasing Group bid with the Town of Davie acting as the lead agency. After reviewing the bids received, the recommendation is for Weekley Asphalt Paving, Inc. as the lowest responsive and responsible bidder for Group I (North of Broward Blvd.) and General Asphalt Co., Inc. as the lowest responsive and responsible bidder for Group II (South of Broward Blvd.) in accordance with the unit prices identified in the attached bid tabulation.

ASPHALT OVERLAY

		WEEKLEY ASPHALT		GENERAL ASPHALT		THE PAVING LADY	
	EST QTY	UNIT PRICE	ITEM PRICE	UNIT PRICE	ITEM PRICE	UNIT PRICE	ITEM PRICE
NORTH OF BROWARD BOULEVARD							
ASPHALT AEP	1700 GALS	$3.00/GAL	$5,100.00	$3.00/GAL	$5,100.00	$4.50/GAL	$7,650.00
CLEAN SAND	1500 CU YD	$.50/CU YD	$750.00	$1.00/CU YD	$1,500.00	$65.00/CU YD	$95,500.00
COATED SAND/ARMOR COAT	200 TON	$5.00/TON	$1,000.00	$30.00/TON	$6,000.00	$200.00/TON	$40,000.00
ASPHALTIC CONCRETE TYPE S1	3300 TONS	$90.00/TON	$297,000.00	$90.00/TON	$297,000.00	$140.00/TON	$462,000.00
ASPHALTIC CONCRETE TYPE FC-2	300 TONS	$90.00/TON	$27,000.00	$100.00/TON	$30,000.00	$150.00/TON	$45,000.00
ASPHALTIC CONCRETE TYPE S-3	9300 TONS	$94.00/TON	$874,200.00	$100.00/TON	$930,000.00	$140.00/TON	$1,302,000.00
BROWARD COUNTY ASPHALT MIX	100 TON	$90.00/TON	$9,000.00	$150.00/TON	$15,000.00	$150.00/TON	$15,000.00
MOBILIZATION PER MILLING OPERATION	20 EA	$650 EA	$13,000.00	$500.00 EA	$10,000.00	$750.00 EA	$15,000.00
1" AVERAGE DEPTH OF MILLING	25000 SQ YDS	$3.50/SQ YD	$87,500.00	$3.00/SQ YD	$75,000.00	$5.40/SQ YD	$135,000.00
MILLED MATERIAL TRUCKING	7000 CU YDS	$1.50/CU YD	$10,500.00	$7.00/CU YD	$49,000.00	$5.00/CU YD	$35,000.00
GROUP 1 TOTAL			$1,325,050.00		$1,418,600.00		$2,137,150.00
SOUTH OF BROWARD BOULEVARD							
ASPHALT AEP	8000 GALS	$3.00/GAL	$24,000.00	$3.00/GAL	$24,000.00	$4.50/GAL	$36,000.00
CLEAN SAND	5000 CU YD	$.50/CU YD	$2,500.00	$1.00/CU YD	$5,000.00	$65.00/CU YD	$325,000.00
COATED SAND/ARMOR COAT	1000 TON	$5.00/TON	$5,000.00	$30.00/TON	$30,000.00	$200.00/TON	$200,000.00
ASPHALTIC CONCRETE TYPE S1	15000 TON	$89.00/TON	$1,335,000.00	$80.00/TON	$1,200,000.00	$140.00/TON	$2,100,000.00
ASPHALTIC CONCRETE TYPE FC-2	15000 TON	$89.00/TON	$1,335,000.00	$80.00/TON	$1,200,000.00	$150.00/TON	$2,250,000.00
ASPHALTIC CONCRETE TYPE S-3	59000 TONS	$92.00/TON	$5,428,000.00	$95.00/TON	$5,605,000.00	$140.00/TON	$8,260,000.00
BROWARD COUNTY ASPHALT MIX	10 TON	$90.00/TON	$900.00	$150.00/TON	$1,500.00	$150.00/TON	$1,500.00
MOBILIZATION PER MILLING OPERATION	15 EA	$650 EA	$9,750.00	$1000.00 EA	$15,000.00	$750.00 EA	$11,250.00
1" AVERAGE DEPTH OF MILLING	31000 SQ YDS	$3.50/SQ YD	$108,500.00	$2.00/SQ YD	$62,000.00	$5.40/SQ YD	$167,400.00
MILLED MATERIAL TRUCKING	5200 CU YDS	$1.50/CU YD	$7,800.00	$7.00/CU YD	$36,400.00	$5.00/CU YD	$26,000.00
GROUP 2 TOTAL			$8,256,450.00		$8,178,900.00		$13,377,150.00

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)
WEEKLEY ASPHALT PAVING, 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.)
20701 STIRLING ROAD

Requester's name and address (optional)

City, state, and ZIP code
PEMBROKE PINES FL 33332

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
5 9 - 0 1 5 3 0 3 9

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 ▶ DANIEL D. WEEKLEY, PRESIDENT Date ▶ 05/01/07

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:

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,

Town of Davie
Vendor/Bidder Disclosure

I, DANIEL D. WEEKLEY, 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: **WEEKLEY ASPHALT PAVING, INC**

Address: 20701 STIRLING ROAD
PEMBROKE PINES, FL 33332

FEIN 59-0753039

State and date of incorporation FLORIDA 6/15/55

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
DANIEL D. WEEKLEY	20701 STIRLING RD. PEMBROKE PINES FL 33332	33 1/3 %
WAYNE D. WEEKLEY	20701 STIRLING RD. PEMBROKE PINES FL 33332	33 1/3 %
TROY L. WEEKLEY	20701 STIRLING RD. PEMBROKE PINES FL 33332	33 1/3 %
		%

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
N/A	

By:_____ Date: 05/01/07

Signature of Affiant

DANIEL D. WEEKLEY, PRESIDENT

Print Name

SUBSCRIBED AND SWORN TO or affirmed before me this 1ST day of MAY 2007, by DANIEL D. WEEKLEY, he/she is personally known to me or has presented _____ as identification.

_____

Notary Public, State of Florida at Large

_____

Print or Stamp of Notary

_____

Serial Number

My Commission Expires :_____

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

Detail by Entity Name

Florida Profit Corporation

WEEKLEY ASPHALT PAVING, INC.

Filing Information

Document Number	186570
FEI Number	590753039
Date Filed	07/15/1955
State	FL
Status	ACTIVE
Effective Date	NONE
Last Event	EVENT CONVERTED TO NOTES
Event Date Filed	01/19/1978
Event Effective Date	NONE

Principal Address

20701 STIRLING ROAD
PEMBROKE PINES FL 33332 US

Changed 02/09/2005

Mailing Address

20701 STIRLING ROAD
PEMBROKE PINES FL 33332 US

Changed 02/09/2005

Registered Agent Name & Address

WEEKLEY, WAYNE D
20701 STIRLING ROAD
PEMBROKE PINES FL 33332

Address Changed: 01/24/2006

Officer/Director Detail

Name & Address

Title ST

WEEKLEY, WAYNE D
4840 S.W. 188TH AVE

FT. LAUDERDALE FL 33332

Title P

WEEKLEY, DANIEL D
5321 SW 199TH AVE
FORT LAUDERDALE FL 33332

Title V

WEEKLEY, TROY L
4931 SW 198TH TERRACE
FT. LAUDERDALE FL

Annual Reports

Report Year	Filed Date
2005	02/09/2005
2006	01/24/2006
2007	01/26/2007

Document Images

01/26/2007 -- ANNUAL REPORT

01/24/2006 -- ANNUAL REPORT

02/09/2005 -- ANNUAL REPORT

02/09/2004 -- ANNUAL REPORT

02/06/2003 -- ANNUAL REPORT

02/20/2002 -- ANNUAL REPORT

04/10/2001 -- ANNUAL REPORT

04/17/2000 -- ANNUAL REPORT

03/22/1999 -- ANNUAL REPORT

04/27/1998 -- ANNUAL REPORT

04/16/1997 -- ANNUAL REPORT

05/01/1996 -- ANNUAL REPORT

05/01/1995 -- ANNUAL REPORT

Note: This is not official record. See documents if question or conflict.

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Form **W-9**
(Rev. January 2002)
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
GENERAL ASPHALT CO., INC.

Business name, if different from above
SAME

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

Address (number, street, and apt. or suite no.)
4850 NW 72 AVE.

Requester's name and address (optional)
TOWN OF DAVIE
6591 ORANGE DRIVE
DAVIE, FL 33314-3399
954-797-1000 (VOICE)

City, state, and ZIP code
MIAMI, FLORIDA 33166

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 2.** 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 2.

Note: If *the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.*

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

or

Employer identification number
5 9 1 1 1 5 2 9 7

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 2.)

Sign Here **Signature of U.S. person ►** Curtis Simpson **Date ►** 5/1/07

Purpose of Form

A person who is required to file an information return with the IRS must get 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.

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

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

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

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.*

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments **after** December 31, 2001 (29% **after** December 31, 2003). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if-

1 You do not furnish your TIN to the requester, or

2 You do not certify your TIN when required (see the Part 11 instructions on page 2 for details), or

3. The IRS tells the requester that you - furnished an incorrect TIN, or

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends. on your tax return (for reportable interest and dividends only)', or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions on page 2 and the separate **Instructions for the Requester of Form W-9.**

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to Withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal -penalties including fines and/or imprisonment.,

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Cat. No. 10231X Form W-9 (Rev. 1-2002)

Town of Davie

Vendor/Bidder Disclosure

I, ROBERT LOPEZ, SR, 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: GENERAL ASPHALT CO., INC.

Address: 4850 NW 72 AVE
MIAMI FL 33166

FEIN 59-1115297

State and date of incorporation FLORIDA JAN 1966

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
ROBERT LOPEZ, SR		44 %
ALBERT LOPEZ		33 %
ROYAL S. WEBSTER, JR		11 1/2 %
ROBERT LOPEZ, JR		11 1/2 %

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: X _____ Date: 5/1/07

Signature of Affiant

ROBERT LOPEZ, SR, PRESIDENT

Print Name

SUBSCRIBED AND SWORN TO or affirmed before me this 1 day of MAY 2007, by ROBERT LOPEZ SR, he/she is personally known to me or has presented _____ as identification.

George Curtis Simpson

Notary Public, State of Florida at Large

GEORGE CURTIS SIMPSON

Print or Stamp of Notary

DD362411

Serial Number

My Commission Expires: 12/28/2008

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

Detail by Entity Name

Florida Profit Corporation

GENERAL ASPHALT CO., INC.

Filing Information

Document Number	301175
FEI Number	591115297
Date Filed	01/25/1966
State	FL
Status	ACTIVE
Effective Date	NONE

Principal Address

4850 NW 72ND AVE
MIAMI FL 33166

Mailing Address

4850 NW 72ND AVE
MIAMI FL 33166

Registered Agent Name & Address

BOLANOS, TRUXTON & YOUNGS, P.A.
2121 PONCE DE LEON BLVD.
SUITE 600
CORAL GABLES FL 33134 US

Name Changed: 09/18/2000

Address Changed: 09/18/2000

Officer/Director Detail

Name & Address

Title PD

LOPEZ, ROBERT A SR.
7224 SW 102 ST
MIAMI FL 33156

Title VTD

LOPEZ, ALBERT J

15100 SW 74 AVE
MIAMI FL 33158

Title VSD

WEBSTER, ROYAL S JR.
2015 COUNTRY CLUB PRADO
MIAMI FL 33134

Title AS

SIMPSON, CURTIS
7997 SW 188 STREET
MIAMI FL 33157

Title V

LOPEZ, ROBERT A JR.
15785 SW 88TH COURT
VILL OF PALMETTO BAY FL 33157

Annual Reports

Report Year	Filed Date
2005	01/07/2005
2006	01/04/2006
2007	01/08/2007

Document Images

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01/04/2006 -- ANNUAL REPORT

01/07/2005 -- ANNUAL REPORT

01/06/2004 -- ANNUAL REPORT

01/10/2003 -- ANNUAL REPORT

01/31/2002 -- ANNUAL REPORT

01/11/2001 -- ANNUAL REPORT

09/29/2000 -- ANNUAL REPORT

09/18/2000 -- Reg. Agent Change

02/02/2000 -- ANNUAL REPORT

02/09/1999 -- ANNUAL REPORT

02/05/1998 -- ANNUAL REPORT

02/12/1997 -- ANNUAL REPORT

03/12/1996 -- ANNUAL REPORT

03/16/1995 -- ANNUAL REPORT

Note: This is not official record. See documents if question or conflict.

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TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Dennis Andresky, Parks and Recreation Director 954 797-1150

PREPARED BY: Dennis Andresky, Parks and Recreation Director 954 797-1150

SUBJECT: Resolution

AFFECTED DISTRICT: Townwide

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, ACCEPTING THE BIDS FOR ATHLETIC EQUIPMENT.

REPORT IN BRIEF: A competitive bid was conducted for athletic equipment for use in conducting the Town's sports programs. The bid specification was sent to (33) prospective bidders, advertised state-wide in Florida Bid Reporting, nationally in BidNet and posted on the Town's web site. The Town received (14) bid responses. Staff recommends bid award to the lowest bidder for each item as the primary source and to the next lowest bidder as the secondary source (when available) per specification tabulation. Awarding to a primary and a secondary source helps to eliminate the need for warehousing of items by enabling the Department to obtain the required quantity of item(s) needed in a timeframe appropriate to the start of each program. The initial term of the contract is (1) year with an option to extend the contract for an additional year by mutual agreement of the parties and approval by Town Council.

PREVIOUS ACTIONS: Not applicable

CONCURRENCES: Bid award reviewed and recommended as presented by Parks & Recreation Director and the Bid Specification Committee.

FISCAL IMPACT: not applicable

Has request been budgeted? Yes

If yes, expected cost: $70,000/year

Account Name: Parks & Recreation-Contractual Services-Sports

What account will funds be appropriated from: 001-0801-572-0323 & 001-0817-572-0323

RECOMMENDATION(S): Motion to approve the resolution.

Attachment(s): Procurement Authorization, Department Recommendation Memo dated 5/29/07, Bid Opening Report and Specification Tabulation, and corporate backup on vendors.

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, ACCEPTING THE BIDS FOR ATHLETIC EQUIPMENT.

WHEREAS, the Town is in need of athletic equipment to support its sports programs; and

WHEREAS, the Town solicited sealed bids for such athletic equipment; and

WHEREAS, after review, the Town Council wishes to accept the lowest bid for each item as the primary source and the second lowest bid as the secondary source.

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 item as the primary source and the next lowest bid as the secondary source with unit prices identified in Bid Tabulation.

SECTION 2. The Town Council hereby authorizes the expenditure from the appropriate Parks and Recreation Department - Athletic Programs Accounts.

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 and 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

MEMORANDUM

PARKS & RECREATION DEPARTMENT

TO: Herb Hyman, Purchasing Manager

THROUGH: Dennis Andresky, Parks & Recreation Director

FROM: Mark Dornacker, Sports Coordinator

DATE: May 29, 2007

SUBJECT: Athletic Bid

You will find attached the lowest bidder and 2nd lowest bidder for the athletic bid items for this fiscal year. I recommend that we accept the prices from these vendors for the next year.

On any item, where there was only one bidder, we will still make our purchase from that vendor based on need.

Also, on any item that was not bid on we will have to prepare informal bid information for the purchasing division.

TOWN OF DAVIE
PROCUREMENT AUTHORIZATION

ACCOUNT NUMBER.	BUDGET ITEM & DESCRIPTION	APPROXIMATE COST
001-0801-572-0513	Athletic Equipment	$25,000.00
001-0817-572-0513	Athletic Equipment	$ 2,000.00

METHOD OF PROCUREMENT (check the one that applies)

__X 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 REQ. 35725

Date 3/26/07 Signed _____

Signed Gary Shimun
Town Administrator

BIDS BIDS SUBMITTED

VENDOR	COST
AMERICAN SOCCER	
EDCO AWARDS	
TEAM TOGS USA	SEE
S & S WORLDWIDE	ATTACHED
RIDDELL	BID
BSN SPORTS	TABULATION
CHALLENGER SPORTS	
GOPHER SPORTS	
CANNON SPORTS	
FIRST PLACE TROPHIES	
FOOTBALL AMERICA	
SPORTSPHERE, INC.	
ANACONDA SPORTS	
ALUMINUM ATHLETIC EQUIPMENT	

Signed _____
Procurement Manager

BID SPECIFICATION COMMITTEE'S RECOMMENDATION

Vendor	Cost
PRIMARY - LOWEST BIDDER FOR EACH ITEM.	PER ATTACHED
SECONDARY - 2ND LOWEST BIDDER FOR EACH ITEM	BID TABULATION

1

BID OPENING REPORT

BID NAME: Athletic Equipment

BID NUMBER: B-0758

ESTIMATED COST: $70,000.00

TIME: 2:34 PM

DATE: 4.19.07

NO.	CONTRACTOR'S NAME	BID AMOUNT	COMMERCIAL RANKING
1.	American Soccer	See Attached Bid	
2.	Edco Awards	Tabulation	
3.	Team Sop USA Inc.		
4.	A & S Worldwide		
5.	Riddell		
6.	Parson's Sports (BSN Sports)		
7.	Challenger Sports		
8.	Gopher Sport		
9.	Cannon Sports		
10.	First Place Trophies		

REMARKS SPECS WERE SENT TO THIRTY-THREE (33) PROSPECTIVE BIDDERS TOWN REC'D FOURTEEN (14) BIDS

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: 4/19/07

WITNESS: Angie Salinas DATE: 4/19/07

BID OPENING REPORT

BID NAME: Athletic Equipment

TIME: 2:34PM

BID NUMBER: B-0758

DATE: 4-19-07

ESTIMATED COST: $70,000.00

NO.	CONTRACTOR'S NAME	BID AMOUNT	COMMERCIAL RANKING
1.	AAE	See Attached Bid	
2.	Football America	Tabulation	
3.	Sport Sphere, Inc.		
4.	Anaconda Sports		
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] DATE: 4/19/07

WITNESS: Angie Salinas DATE: 4/19/07

ITEM	1st Lowest	Company	2nd Lowest	Company
Pitching Rubber - Official Size	$ 5.39	BSN	$ 6.21	Football America
25" & 26" alum T-ball bats	$ 8.39	BSN	$ 12.35	Anaconda Sports
27" - 32" baseball bats	$ 11.82	BSN		no bidder/not awarded
31" - 33" baseball bats	$ 13.08	Cannon	$ 62.50	Football America
Practice baseball - 9"	$ 9.34 dz	BSN	$ 13.25	Riddell
Practice baseball - 8 - 1/2"	$ 21.19	Football America		no bidder/not awarded
Game baseball, Sr. League	20.40 dz	Anaconda	$ 42.44	Cannon
Game baseball, Pee Wee League	$ 25.63	Football America		no bidder/not awarded
Safety baseball	$ 11.04	Anaconda	$ 20.47	BSN
Catchers Mitts, Youth Size	$ 22.30	S & S Worldwide	$ 23.75	Anaconda Sports
Catchers Mitts, Senior Size	$ 24.82	BSN	$ 26.40	S & S Worldwide
Cathers Throat Guard	$ 1.44	BSN	$ 3.88	Cannon
Youth catchers mask	$ 7.79	BSN	$ 15.50	Cannon
Senior Size catchers masks	$ 4.95	Anaconda	$ 9.54	BSN
Youth catchers helmet	$ 9.00	Anaconda	$ 10.32	BSN
Bolco All-Safe Homeplate	$ 43.73	BSN	$ 49.90	Anaconda Sports
Catchers chest prot./7-10 yrs.	$ 8.45	Anaconda	$ 12.22	Cannon
Catchers chest prot./9 - 12 yrs.	$ 8.65	Anaconda	$ 13.39	BSN
Catchers chest prot.12 - 16 yrs.	$ 7.95	Anaconda	$ 16.19	BSN
Catchers Shin Guards 7 - 10 yr	$ 10.95	Anaconda	$ 13.80	S & S Worldwide
Catchers Shin Guards 9 - 12 yr	$ 10.95	Anaconda	$ 15.78	BSN
Catchers Shin Guards 12 - 16 yr	$ 11.25	Anaconda	$ 16.50	S & S Worldwide
Catchers Shin Guards 16 - 18 yr	$ 13.95	Anaconda	$ 22.68	BSN
Baseball helmets	$ 8.35	Anaconda	$ 9.26	Football America
Baseball Jersey - Youth	$ 21.60	Riddell		no bidder/not awarded
Baseball Jersey - Adult	$ 23.90	Riddell		no bidder/not awarded
Baseball pants-tball sizes	$ 3.85	Anaconda	$ 4.33	BSN
Baseball pants - Youth sizes	$ 7.46	BSN	$ 7.81	Football America
Baseball pants - Adult sizes	$ 8.37	BSN	$ 9.06	Football America
Baseball hats	$ 3.70	Football America	$ 3.94	BSN
BB Solid Sock	$ 1.49	Anaconda	$ 1.58	Football America
Pitching Machine baseballs	$ 14.00	Football America	$ 14.69	BSN
Pitching Machine softballs	$ 18.23	BSN	$ 20.00	Football America
T-Ball Batting Tee	$ 10.98	BSN	$ 12.65	Anaconda Sports
12" Game Softball, core .44	$ 28.49	BSN	$ 33.00	Anaconda Sports
11" Game Softball, core .47	$ 26.96	BSN	$ 33.00	Anaconda Sports
11" flex ball, w/rubber cover		no bidder		no bidder/not awarded

ITEM	1st Lowest	Company	2nd Lowest	Company
Hollywood Bases	$ 63.56	BSN	$ 75.00	Football America
Coaches T-Shirts S-XL	$ 4.17	Football America		no bidder/not awarded
Coaches T-Shirts XXL	$ 5.38	Football America		no bidder/not awarded
Athletic Shorts - Adult	$ 6.88	Football America		no bidder/not awarded
Athletic Shorts - Youth	$ 6.25	Football America		no bidder/not awarded
Ltweight Sweatshirt - Adult sizes	$ 15.19	Anaconda	$ 15.81	Football America
Ltweight Sweatshirt - XXL	$ 15.19	Anaconda	$ 15.81	Football America
Duffle bags	$ 13.44	Football America		no bidder/not awarded
Girls Softball Jersey-Youth		no bidder		no bidder/not awarded
Girls Softball Jersey-Adult		no bidder		no bidder/not awarded
Coaches shirt - 3 button S-XL	$ 18.00	Football America		no bidder/not awarded
Coaches shirt - 3 button XXL	$ 20.00	Football America		no bidder/not awarded
Hard shell low hook up (youth)	$ 4.95	Riddell	$ 5.45	Football America
Hard shell low hook up (adult)	$ 4.95	Riddell	$ 5.45	Football America
Kicking tees	$ 1.35	Cannon	$ 1.34	BSN
Youth Football Jersey-youth sizes	$ 27.50	Riddell		no bidder/not awarded
Youth Football Jersey-adult sizes	$ 31.00	Riddell		no bidder/not awarded
Nike K-2 Football	$ 12.95	Anaconda	$ 18.97	BSN
Nike TDJ Football	$ 12.95	Anaconda	$ 19.53	BSN
Nike TDY Football	$ 12.95	Anaconda	$ 20.44	BSN
Nerf Brand Youth Football	$ 2.35	S & S Worldwide	$ 2.86	BSN
Football Pants - Adult	$ 250.80	Riddell		no bidder/not awarded
Football Pants - Youth	$ 177.60	Riddell		no bidder/not awarded
Mouthpieces Saf-T-Guard only	$ 0.19	Football America	$ 0.21	BSN
Riddell Youth Helmet	$ 60.00	Riddell		no bidder/not awarded
Shutt Youth Helmet - no bladder	$ 40.95	Anaconda	$ 42.00	Riddell
Shutt Youth Helmet - w/bladder	$ 33.35	Football America	$ 82.95	Anaconda Sports
Bike youth Shoulder pads - XS	$ 17.35	Football America	$ 17.50	Anaconda Sports
Bike youth Shoulder pads - S	$ 18.20	Football America	$ 18.25	Anaconda Sports
Bike youth Shoulder pads - M	$ 18.95	Anaconda	$ 19.33	Football America
Bike youth Shoulder pads - L	$ 19.50	Anaconda	$ 19.67	Football America
Bike youth Shoulder pads - XL	$ 20.25	Anaconda	$ 23.63	Football America
Bike youth Shoulder pads - XXL	$ 21.50	Anaconda	$ 23.63	Football America
Football Practice Pants-youth	$ 99.48 dz	BSN	$ 146.16	Football America
Football Practice Pants-adult	$ 125.28 dz	BSN	$ 199.56	Football America
Flag football Jersey - Adult	$ 9.50	American Soccer	$ 11.59	Football America
Flag football Jersey - Youth	$ 9.50	American Soccer	$ 11.15	Football America

ITEM	1st Lowest	Company	2nd Lowest	Company
Athletic Tape	$37.88 case	BSN		no bidder/not awarded
Flag football belts	$ 1.73	BSN		no bidder/not awarded
Shoulder pad strapping 1"	$ 8.45 roll	Anaconda	$ 13.18 roll	BSN
10 Gallon Igloo Cooler	$ 46.51	BSN	$ 47.54	Gopher
Football, Rubber Youth & Junior	$ 26.16 dz	BSN	$ 31.80 dz	Anaconda Sports
Youth Girdle Pad Set	$ 2.60	Football America	$ 4.00	Riddell
Adult Girdle Pad Set	$ 2.80	Football America	$ 5.00	Riddell
Youth Thigh Pad set	$ 2.50	Football America	$ 2.73	BSN
Adult Thigh Pad set	$ 2.50	Football America	$ 3.19	Anaconda Sports
Knee Pad set	$ 1.50	Football America	$ 1.89	BSN
Syn. Leather Soccer Ball #3	$ 4.36	BSN	$ 5.45	Sportsphere
Syn. Leather Soccer Ball #4	$ 4.49	BSN	$ 5.45	Sportsphere
Syn. Leather Soccer Ball #5	$ 4.59	BSN	$ 5.45	Sportsphere
Goalie Jersey - Long sleeve/youth	$ 7.95	American Soccer	$ 12.99	Sportsphere
Goalie Jersey - Long sleeve/adult	$ 7.95	American Soccer	$ 12.99	Sportsphere
Soccer Uniform-Youth	$ 12.98	Challenger	$ 12.99	Sportsphere
Soccer Uniform-Adult	$ 12.99	Sportsphere	$ 14.46	Challenger
Basketball Uniform - Youth	$ 13.49	Sportsphere	$ 16.00	American Soccer
Basketball Uniform - Adult	$ 13.49	Sportsphere	$ 16.00	American Soccer
Basketball Composite #285	$ 12.75	Anaconda	$ 12.99	Sportsphere
Basketball Composite #385	$ 12.75	Anaconda	$ 12.99	Sportsphere
Basketball, Outdoor	35.28 dz	BSN	$ 47.40	Cannon
4 Pillar Trophy - 12"	$ 37.00	EDCO	$ 38.00	First Place Trophies
3 Pillar Trophy - 8"	$ 27.00	EDCO	$ 28.00	First Place Trophies
2 Pillar Trophy - 6"	$ 17.50	EDCO	$ 18.00	First Place Trophies
Participation Trophy	$ 3.84	EDCO	$ 4.10	First Place Trophies
Laundry Bags	$ 1.94	BSN	$ 2.79	Anaconda Sports
Officials Jerseys	$ 12.94	BSN	$ 13.75	American Soccer
Lined Windbreaker	$ 20.88	Football America		no bidder/not awarded
Soccer Corner Flags	$ 16.98	Cannon	$ 20.49	BSN
Soccer Goals Reg. Size	$ 780.94	BSN	$ 1,332.00	Challenger
Soccer Goals 7x 24	$ 956.82	BSN	$ 1,236.25	Football America
Playground Balls	$ 15.84	BSN	$ 18.48	S & S Worldwide
Baseball Scorebooks	$ 2.29	BSN	$ 2.85	Anaconda Sports
Basketball Scorebooks	$ 2.39	BSN	$ 2.79	Anaconda Sports
Hockey Jersey - Youth		no bidder		no bidder/not awarded
Hockey Jersey - Adult		no bidder		no bidder/not awarded

ITEM	1st Lowest	Company	2nd Lowest	Company
Girls Cheer Combo S-XL		no bidder		no bidder/not awarded
Girls Cheer Combo XXL		no bidder		no bidder/not awarded
Windshirt w/logo S-XL	$ 19.20	Football America		no bidder/not awarded
Windshirt w/logo XXL	$ 19.20	Football America		no bidder/not awarded
MLB replica T-Shirt S-XL	$ 9.88	BSN	$ 17.76	Football America
MLB replica T-Shirt XXL	$ 11.05	BSN	$ 18.53	Football America
Football Helmet Reconditioning	$ 19.99	Riddell		no bidder/not awarded
Nike Coaches Shirt	$ 36.30	Football America		no bidder/not awarded
Spirit Pack (short/tshirt combo	$ 16.11	Football America		no bidder/not awarded
Squeeze Bottles (6 pack)	$ 15.09	BSN		no bidder/not awarded
Reversible 2 color Jersey-Youth	$ 5.93	BSN	$ 9.29	Challenger
Reversible 2 color Jersey-Adult	$ 7.53	BSN	$ 10.04	Challenger

	A	B	C	D	E	F
1				ATHLETIC EQUIPMENT		
2						
3		GOPHER	BSN	ANACONDA	CANNON	S & S
4		SPORTS	CORP	SPORTS	SPORTS	WORLDWIDE
5						
6	Pitching Rubber-Official Size	6.94 ea	5.39 ea	7.35 ea	11.22 ea	7.20 ea
7	25" & 26" alum.T-Ball bats		8.39 ea	12.35 ea	12.88 ea	22.00 ea
8	27"-32" baseball bats		11.82 ea			
9	31"-33" baseball bats				13.08 ea	
10	Practice baseballs - 9"		9.34/dz		28.88/dz	
11	Practice baseballs - 8-1/2"					
12	Game baseballs, Sr.League			20.40/dz	42.44/dz	
13	Game baseballs, Pee Wee Leag.					
14	Safety Baseballs		20.47/dz	11.04/dz	32.52/dz	
15	Catchers Mitts, Youth Size		24.38 ea	23.75 ea		22.30 ea
16	Catchers Mitts, Senior Size		24.82 ea	26.75 ea	34.48 ea	26.40 ea
17	Catchers Throat Guard		1.44 ea		3.88 ea	
18	Youth Catchers mask		7.79 ea		15.50 ea	
19	Senior Size catchers masks		9.54 ea	4.95 ea	10.51 ea	
20	Youth catchers helmet		10.32 ea	9.00 ea	32.15 ea	
21	Bolco All-Safe Homeplate		43.73 ea	49.90 ea	69.44 ea	
22	Catchers chest prot./7-10 yr.		12.84 ea	8.45 ea	12.22 ea	13.50 ea
23	Catchers chest prot./9-12 yr.		13.39 ea	8.65 ea	17.73 ea	14.50 ea
24	Catchers chest prot./12-16 yr.		16.19 ea	7.95 ea	11.78 ea	17.40 ea
25	Catchers Shin Guards 7-10 yr		14.24 ea	10.95 ea		13.80 ea
26	Catchers Shin Guards 9-12 yr		15.78 ea	10.95 ea		16.50 ea
27	Catchers Shin Guards 12-16 yr		18.47 ea	11.25 ea		16.50 ea
28	Catchers Shin Guards 16-18 yr		22.68 ea	13.95 ea	46.66 ea	
29	Baseball helmets		11.63 ea	8.35 ea		
30	Baseball Jersey-Youth					
31	Baseball Jersey-Adult					
32	Baseball pants-T-ball sizes		4.33 ea	3.85 ea		
33	Baseball pants-Youth sizes		7.46 ea	7.95 ea		
34	Baseball pants-adult sizes		8.37 ea	9.35 ea		
35	Baseball hats		3.94 ea	3.95 ea		
36	BB Solid Sock		1.83 ea	1.49 ea		
37	Pitching Machine baseballs		14.69/dz	16.68/dz	17.25/dz	
38	Pitching Machine softballs		18.23/dz	22.44/dz	23.33/dz	
39	T-Ball Batting Tee		10.98 ea	12.65 ea	12.93 ea	14.99 ea
40	12" Game Softball, core .44		28.49/dz	33.00/dz	49.98/dz	
41	11" Game Softball, core .47		26.96/dz	33.00/dz		
42	11" flex ball, w/rubber cover					
43	Hollywood Bases		63.56/set	89.00/set	104.44/set	
44	Coaches T-shirts-Sizes S-XL					
45	Coaches T-shirts-Sizes XXL					
46	Athletic Shorts-Adult					
47	Athletic Shorts-Youth					
48	Ltwght Sweatshirt-Small-XL			15.19 ea		
49	Ltwght Sweatshirt-XXL			15.19 ea		
50	Duffle bags					
51	Girls Softball Jersey-Youth Sizes					
52	Girls Softball Jersey-Adult Sizes					
53	Coaches shirt-3 button collar S-XL					
54	Coaches shirt-3 button collar XXL					
55	Hard shell low hook up (youth)					
56	Hard shell low hook up (adult)					

	A	G	H	I	J	K
1						
2						
3		SPORT	ALUM ATH	FOOTBALL	AMERICAN	RIDELL
4		SPHERE	EQUIP	AMERICA	SOCCER	AMERICAN
5						
6	Pitching Rubber-Official Size		14.30 ea	6.21 ea		
7	25" & 26" alum.T-Ball bats			21.25 ea		
8	27"-32" baseball bats			182.50 ea		
9	31"-33" baseball bats			62.50 ea		
10	Practice baseballs - 9"			21.19/dz		13.25/dz
11	Practice baseballs - 8-1/2"			21.19/dz		
12	Game baseballs, Sr.League			44.90/dz		23.90/dz
13	Game baseballs, Pee Wee Leag.			25.63/dz		
14	Safety Baseballs					
15	Catchers Mitts, Youth Size			33.00 ea		
16	Catchers Mitts, Senior Size			43.50 ea		
17	Catchers Throat Guard					
18	Youth Catchers mask			37.18 ea		
19	Senior Size catchers masks			46.15 ea		
20	Youth catchers helmet			37.18 ea		
21	Bolco All-Safe Homeplate		18.50 ea			
22	Catchers chest prot./7-10 yr.			16.15 ea		10.75 ea
23	Catchers chest prot./9-12 yr.			17.95 ea		11.50 ea
24	Catchers chest prot./12-16 yr.			18.30 ea		11.95 ea
25	Catchers Shin Guards 7-10 yr			19.87 ea		11.00 ea
26	Catchers Shin Guards 9-12 yr			22.44 ea		13.90 ea
27	Catchers Shin Guards 12-16 yr			25.96 ea		14.25 ea
28	Catchers Shin Guards 16-18 yr			35.00 ea		22.00 ea
29	Baseball helmets			9.26 ea		9.00 ea
30	Baseball Jersey-Youth					21.60 ea
31	Baseball Jersey-Adult					23.90 ea
32	Baseball pants-T-ball sizes			4.38 ea		
33	Baseball pants-Youth sizes			7.81 ea		
34	Baseball pants-adult sizes			9.06 ea		
35	Baseball hats			3.70 ea		
36	BB Solid Sock			1.58 ea		
37	Pitching Machine baseballs			14.00/dz		
38	Pitching Machine softballs			20.00/dz		
39	T-Ball Batting Tee		18.00 ea	23.97 ea		
40	12" Game Softball, core .44			47.44/dz		
41	11" Game Softball, core .47			47.44/dz		
42	11" flex ball, w/rubber cover					
43	Hollywood Bases		145.00/set	75.00/set		
44	Coaches T-shirts-Sizes S-XL			4.17 ea		
45	Coaches T-shirts-Sizes XXL			5.38 ea		
46	Athletic Shorts-Adult			6.88 ea		
47	Athletic Shorts-Youth			6.25 ea		
48	Ltwght Sweatshirt-Small-XL			15.81 ea		
49	Ltwght Sweatshirt-XXL			15.81 ea		
50	Duffle bags			13.44 ea		
51	Girls Softball Jersey-Youth Sizes					
52	Girls Softball Jersey-Adult Sizes					
53	Coaches shirt-3 button collar S-XL			18.00 ea		
54	Coaches shirt-3 button collar XXL			20.00 ea		
55	Hard shell low hook up (youth)			5.45 ea		4.95 ea
56	Hard shell low hook up (adult)			5.45 ea		4.95 ea

	A	L	M	N	O
1					
2					
3		TEAMTOGS	CHALLENGER	FIRST PLACE	EDCO
4		USA	TEAMWEAR	TROPHIES	
5					
6	Pitching Rubber-Official Size				
7	25" & 26" alum.T-Ball bats				
8	27"-32" baseball bats				
9	31"-33" baseball bats				
10	Practice baseballs - 9"				
11	Practice baseballs - 8-1/2"				
12	Game baseballs, Sr.League				
13	Game baseballs, Pee Wee Leag.				
14	Safety Baseballs				
15	Catchers Mitts, Youth Size				
16	Catchers Mitts, Senior Size				
17	Catchers Throat Guard				
18	Youth Catchers mask				
19	Senior Size catchers masks				
20	Youth catchers helmet				
21	Bolco All-Safe Homeplate				
22	Catchers chest prot./7-10 yr.				
23	Catchers chest prot./9-12 yr.				
24	Catchers chest prot./12-16 yr.				
25	Catchers Shin Guards 7-10 yr				
26	Catchers Shin Guards 9-12 yr				
27	Catchers Shin Guards 12-16 yr				
28	Catchers Shin Guards 16-18 yr				
29	Baseball helmets				
30	Baseball Jersey-Youth				
31	Baseball Jersey-Adult				
32	Baseball pants-T-ball sizes	8.50 ea			
33	Baseball pants-Youth sizes	17.90 ea			
34	Baseball pants-adult sizes	21.40 ea			
35	Baseball hats	9.00 ea			
36	BB Solid Sock				
37	Pitching Machine baseballs				
38	Pitching Machine softballs				
39	T-Ball Batting Tee				
40	12" Game Softball, core .44				
41	11" Game Softball, core .47				
42	11" flex ball, w/rubber cover				
43	Hollywood Bases				
44	Coaches T-shirts-Sizes S-XL				
45	Coaches T-shirts-Sizes XXL				
46	Athletic Shorts-Adult				
47	Athletic Shorts-Youth				
48	Ltwght Sweatshirt-Small-XL				
49	Ltwght Sweatshirt-XXL				
50	Duffle bags				
51	Girls Softball Jersey-Youth Sizes				
52	Girls Softball Jersey-Adult Sizes				
53	Coaches shirt-3 button collar S-XL				
54	Coaches shirt-3 button collar XXL				
55	Hard shell low hook up (youth)				
56	Hard shell low hook up (adult)				

	A	B	C	D	E	F
57						
58						
59						
60		GOPHER SPORTS	BSN CORP	ANACONDA SPORTS	CANNON SPORTS	S & S WORLDWIDE
61						
62						
63	Kicking tees	2.04 ea	1.34 ea		1.32 ea	1.80 ea
64	Youth Football Jersey-Youth Sizes					
65	Youth Football Jersey-Adult Sizes					
66	Nike K-2 Football		18.97 ea	12.95 ea		
67	Nike TDJ Football		19.53 ea	12.95 ea	24.71 ea	
68	Nike TDY Football		20.44 ea	12.95 ea	26.66 ea	
69	Nerf Brand Youth Football		2.86 ea		3.41 ea	2.35 ea
70	Football Pants-Adult					
71	Football Pants-Youth					
72	Mouthpieces Saf-T-Gard only		.21 ea		.86 ea	
73	Riddell Youth Helmet					
74	Shutt Youth Helmet-no bladder			40.95 ea		
75	Shutt Youth Helmet-w/bladder			82.95 ea		
76	Bike youth shoulder pads-XS		19.73/set	17.50/set		
77	Bike youth shoulder pads-Small		21.28/set	18.25/set		
78	Bike youth shoulder pads-Medium		22.32/set	18.95/set		
79	Bike youth shoulder pads-Large		22.74/set	19.50/set		
80	Bike youth shoulder pads- XL		24.59/set	20.25/set		
81	Bike youth shoulder pads-X XL			21.50/set		
82	Football Practice Pants-Youth		99.48/dz			
83	Football Practice Pants-Adult		125.28/dz			
84	Flag Football Jersey-Adult					
85	Flag Football Jersey-Youth					
86	Athletic tape		37.88/case			
87	Flag football belts		1.73 ea			
88	Flag football belts w/color logo					
89	shoulder pad strapping 1"		13.18/roll	8.45/roll		
90	10 Gallon Igloo Cooler	47.54 ea	46.51 ea		61.00 ea	
91	Football, Rubber Youth & Junior	67.68/dz	26.16/dz	31.80/dz	36.36/dz	33.00/dz
92	Youth Girdle Pad Set		5.23/set	5.49/set		
93	Adult Girdle Pad Set		3.32/set	3.89/set		
94	Youth Thigh Pad Set		2.73/set	3.19/set		
95	Adult Thigh Pad Set		3.46/set	3.19/set		
96	Knee Pad Set		1.89/set	2.80/set		
97	Syn. Leather Soccer Ball #3		4.36 ea		7.88 ea	
98	Syn. Leather Soccer Ball #4		4.49 ea		8.96 ea	
99	Syn. Leather Soccer Ball #5		4.59 ea		8.03 ea	
100	Goalie Jersey-Youth Sizes					
101	Goalie Jersey-Adult Sizes					
102	Soccer Uniform-Youth			14.00/set		
103	Soccer Uniform-Adult			14.00/set		
104	Basketball Uniform-Youth					
105	Basketball uniform-Adult					
106	Basketball-Composite #285		14.94 ea	12.75 ea	28.43 ea	
107	Basketball-Composite #385		15.36 ea	12.75 ea	27.83 ea	
108	Basketball, Outdoor	151.68/dz	35.28/dz	82.20/dz	47.40 ea	
109						
110						
111						
112						

	A	G	H	I	J	K
57						
58						
59						
60		SPORT	ALUM ATH	FOOTBALL	AMERICAN	RIDELL
61		SPHERE	EQUIP	AMERICA	SOCCER	AMERICAN
62						
63	Kicking tees		3.00 ea			1.90 ea
64	Youth Football Jersey-Youth Sizes					27.50 ea
65	Youth Football Jersey-Adult Sizes					31.50 ea
66	Nike K-2 Football					
67	Nike TDJ Football					
68	Nike TDY Football					
69	Nerf Brand Youth Football					
70	Football Pants-Adult					250.80/dz
71	Football Pants-Youth					177.60/dz
72	Mouthpieces Saf-T-Gard only			.19 ea		.23 ea
73	Riddell Youth Helmet					60.00 ea
74	Shutt Youth Helmet-no bladder					42.00 ea
75	Shutt Youth Helmet-w/bladder			33.35 ea		
76	Bike youth shoulder pads-XS			17.35/set		21.90/set
77	Bike youth shoulder pads-Small			18.20/set		24.00/set
78	Bike youth shoulder pads-Medium			19.33/set		26.75/set
79	Bike youth shoulder pads-Large			19.67/set		31.00/set
80	Bike youth shoulder pads- XL			23.63/set		33.00/set
81	Bike youth shoulder pads-X XL			23.63/set		34.00/set
82	Football Practice Pants-Youth			199.56/pr		
83	Football Practice Pants-Adult			146.16/pr		
84	Flag Football Jersey-Adult			11.59 ea	9.50 ea	
85	Flag Football Jersey-Youth			11.15 ea	9.50 ea	
86	Athletic tape					
87	Flag football belts					
88	Flag football belts w/color logo					
89	shoulder pad strapping 1"					22.00/rl
90	10 Gallon Igloo Cooler					
91	Football, Rubber Youth & Junior			63.72/dz		
92	Youth Girdle Pad Set			2.60 ea		4.00 ea
93	Adult Girdle Pad Set			2.80 ea		5.00 ea
94	Youth Thigh Pad Set			2.50 ea		4.10 ea
95	Adult Thigh Pad Set			2.50 ea		5.50 ea
96	Knee Pad Set			1.50 ea		2.00 ea
97	Syn. Leather Soccer Ball #3	5.45 ea			6.95 ea	
98	Syn. Leather Soccer Ball #4	5.45 ea			6.95 ea	
99	Syn. Leather Soccer Ball #5	5.45 ea			6.95 ea	
100	Goalie Jersey-Youth Sizes	12.99 ea			7.95 ea	
101	Goalie Jersey-Adult Sizes	12.99 ea			7.95 ea	
102	Soccer Uniform-Youth	12.99 ea		26.80 ea	13.69 ea	
103	Soccer Uniform-Adult	12.99 ea		26.80 ea	13.69 ea	
104	Basketball Uniform-Youth	13.49 ea		21.73 ea	16.00 ea	
105	Basketball uniform-Adult	13.49 ea		21.73 ea	16.00 ea	
106	Basketball-Composite #285	12.99 ea				
107	Basketball-Composite #385	12.99 ea				
108	Basketball, Outdoor					
109						
110						
111						
112						

	A	L	M	N	O
57					
58					
59					
60		TEAMTOGS USA	CHALLENGER TEAMWEAR	FIRST PLACE TROPHIES	EDCO
61					
62					
63	Kicking tees				
64	Youth Football Jersey-Youth Sizes				
65	Youth Football Jersey-Adult Sizes				
66	Nike K-2 Football				
67	Nike TDJ Football				
68	Nike TDY Football				
69	Nerf Brand Youth Football				
70	Football Pants-Adult				
71	Football Pants-Youth				
72	Mouthpieces Saf-T-Gard only				
73	Riddell Youth Helmet				
74	Shutt Youth Helmet-no bladder				
75	Shutt Youth Helmet-w/bladder				
76	Bike youth shoulder pads-XS				
77	Bike youth shoulder pads-Small				
78	Bike youth shoulder pads-Medium				
79	Bike youth shoulder pads-Large				
80	Bike youth shoulder pads- XL				
81	Bike youth shoulder pads-X XL				
82	Football Practice Pants-Youth				
83	Football Practice Pants-Adult				
84	Flag Football Jersey-Adult				
85	Flag Football Jersey-Youth				
86	Athletic tape				
87	Flag football belts				
88	Flag football belts w/color logo				
89	shoulder pad strapping 1"				
90	10 Gallon Igloo Cooler				
91	Football, Rubber Youth & Junior				
92	Youth Girdle Pad Set				
93	Adult Girdle Pad Set				
94	Youth Thigh Pad Set				
95	Adult Thigh Pad Set				
96	Knee Pad Set				
97	Syn. Leather Soccer Ball #3				
98	Syn. Leather Soccer Ball #4				
99	Syn. Leather Soccer Ball #5				
100	Goalie Jersey-Youth Sizes		19.97 ea		
101	Goalie Jersey-Adult Sizes		19.97 ea		
102	Soccer Uniform-Youth		12.98 ea		17.95 ea
103	Soccer Uniform-Adult		14.46 ea		20.95 ea
104	Basketball Uniform-Youth				
105	Basketball uniform-Adult				
106	Basketball-Composite #285				
107	Basketball-Composite #385				
108	Basketball, Outdoor				
109					
110					
111					
112					

	A	B	C	D	E	F
113						
114						
115						
116		GOPHER	BSN	ANACONDA	CANNON	S & S
117		SPORTS	CORP	SPORTS	SPORTS	WORLDWIDE
118						
119	4 Pillar trophy-12"					
120	3 Pillar trophy,-8"					
121	2 Pillar trophy,-6"					
122	Participation Trophy					
123	Laundry Bags		1.94 ea	2.79 ea	3.45 ea	
124	Officials Jerseys		12.94 ea			
125	Lined Windbreaker					
126	Soccer Corner Flags	85.74/set	20.49/set		16.98/set	25.20/set
127	Soccer Goals, Reg. Size		780.94/set			
128	Soccer Goals, 7 x 24		956.82/set			
129	Playground Balls, 8 1/2"	37.68/dz	15.84/dz		30.96/dz	18.48/dz
130	Baseball Scorebooks	4.74 ea	2.29 ea	2.85 ea	3.18 ea	
131	Basketball Scorebooks	5.24 ea	2.39 ea	2.79 ea	3.04 ea	
132	Hockey Jersey-Youth					
133	Hockey Jersey-Adult					
134	Girls Cheerleading Combo S-XL					
135	Girls Cheerleading Combo XXL					
136	Windshirt w/logo S-XL					
137	Windshirt w/logo XXL					
138	MLB replica T-Shirt-Youth Sizes		9.88 ea			
139	MLB replica T-Shirt-Adult Sizes		11.05 ea			
140	Football Helmet Reconditioning					
141	Nike Coaches Shirt					
142	Spirit Pack					
143	Squeeze Bottles		15.09 ea		22.19 ea	
144	Reversible 2 Color Jersey-Youth		5.93 ea			
145	Reversible 2 Color Jersey-Adult		7.53 ea			

	A	G	H	I	J	K
113						
114						
115						
116		SPORT	ALUM ATH	FOOTBALL	AMERICAN	RIDELL
117		SPHERE	EQUIP	AMERICA	SOCCER	AMERICAN
118						
119	4 Pillar trophy-12"					
120	3 Pillar trophy,-8"					
121	2 Pillar trophy,-6"					
122	Participation Trophy					
123	Laundry Bags			3.85 ea	3.75 ea	
124	Officials Jerseys			19.35 ea	13.75 ea	
125	Lined Windbreaker			20.88 ea		
126	Soccer Corner Flags		50.00/set	45.00/set	18.95/set	
127	Soccer Goals, Reg. Size					
128	Soccer Goals, 7 x 24		2495.00/set	1236.25/set		
129	Playground Balls, 8 1/2"			23.40/dz		
130	Baseball Scorebooks		3.00 ea	2.75 ea		
131	Basketball Scorebooks		3.00 ea	4.15 ea		
132	Hockey Jersey-Youth					
133	Hockey Jersey-Adult					
134	Girls Cheerleading Combo S-XL					
135	Girls Cheerleading Combo XXL					
136	Windshirt w/logo S-XL			19.20 ea		
137	Windshirt w/logo XXL			19.20 ea		
138	MLB replica T-Shirt-Youth Sizes			17.76 ea		
139	MLB replica T-Shirt-Adult Sizes			18.53 ea		
140	Football Helmet Reconditioning					19.99 ea
141	Nike Coaches Shirt			36.30 ea		
142	Spirit Pack			16.11 ea		
143	Squeeze Bottles					
144	Reversible 2 Color Jersey-Youth			11.61 ea		
145	Reversible 2 Color Jersey-Adult			13.58 ea		

	A	L	M	N	O
113					
114					
115					
116		TEAMTOGS	CHALLENGER	FIRST PLACE	EDCO
117		USA	TEAMWEAR	TROPHIES	
118					
119	4 Pillar trophy-12"			38.00 ea	37.00 ea
120	3 Pillar trophy,-8"			28.00 ea	27.00 ea
121	2 Pillar trophy,-6"			18.00 ea	17.50 ea
122	Participation Trophy			4.10 ea	3.84 ea
123	Laundry Bags		3.60 ea		
124	Officials Jerseys	20.50 ea	18.95 ea		
125	Lined Windbreaker				
126	Soccer Corner Flags		28.95/set		
127	Soccer Goals, Reg. Size		1332.00/set		
128	Soccer Goals, 7 x 24		1704.00/set		
129	Playground Balls, 8 1/2"				
130	Baseball Scorebooks				
131	Basketball Scorebooks				
132	Hockey Jersey-Youth				
133	Hockey Jersey-Adult				
134	Girls Cheerleading Combo S-XL				
135	Girls Cheerleading Combo XXL				
136	Windshirt w/logo S-XL				
137	Windshirt w/logo XXL				
138	MLB replica T-Shirt-Youth Sizes				
139	MLB replica T-Shirt-Adult Sizes				
140	Football Helmet Reconditioning				
141	Nike Coaches Shirt				
142	Spirit Pack				
143	Squeeze Bottles				
144	Reversible 2 Color Jersey-Youth	14.80 ea	9.29 ea		
145	Reversible 2 Color Jersey-Adult	16.40 ea	10.04 ea		

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

Detail by Entity Name

Florida Profit Corporation

SPORT SPHERE INC.

Filing Information

Document Number	P06000065600
FEI Number	204867338
Date Filed	05/09/2006
State	FL
Status	ACTIVE
Effective Date	NONE

Principal Address

5905 SENEGAL DRIVE
JUPITER FL 33458

Mailing Address

5905 SENEGAL DRIVE
JUPITER FL 33458

Registered Agent Name & Address

HOWARD, MARK
5905 SENEGAL DRIVE
JUPITER FL 33458 US

Officer/Director Detail

Name & Address

Title DIR

HOWARD, MARK
5905 SENEGAL DRIVE
JUPITER FL 33458

Annual Reports

No Annual Reports Filed

Document Images

04/30/2007 -- ANNUAL REPORT

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) SPORTSPHERE 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.) 5905 SENEGAL DRIVE

Requester's name and address (optional)

City, state, and ZIP code JUPITER, FL 33458

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 2|0|4|8|6|7|3|3|8

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 ▶ M. Hurd Date ▶ 4/17/09

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,

Vendor/Bidder Disclosure

I, MARK HOWARD, 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: SPORT SPHERE INC

Address: 5905 SENEGAL DR
JUPITER, FL 33458

FEIN 20-4867338

State and date of incorporation MAY 5, 2006

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
MARK HOWARD	5905 SENEGAL DR, JUPITER 33458	100 %
		%
		%
		%

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: M. Howard Date: 4/17/07.

Signature of Affiant

MARK HOWARD

Print Name

SUBSCRIBED AND SWORN TO or affirmed before me this 17th day of April 2007, by Mark Howard, he/she is personally known to me or has presented Driver License as identification.

PIERRE R. GLEZIL
Notary Public - State of Florida
My Commission Expires Jun 18, 2010
Commission # DD 564679
Bonded By National Notary Assn.

Notary Public, State of Florida at Large

Pierre R Glezil

Print or Stamp of Notary

Serial Number

My Commission Expires: June 18, 2010

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

Detail by Entity Name

Florida Profit Corporation

TROPHIES BY EDCO., INC.

Filing Information

Document Number	272071
FEI Number	591009062
Date Filed	07/23/1963
State	FL
Status	ACTIVE
Effective Date	NONE

Principal Address

3702 DAVIE BLVD
FORT LAUDERDALE FL 33312

Changed 04/24/2000

Mailing Address

3702 DAVIE BLVD
FORT LAUDERDALE FL 33312

Changed 04/24/2000

Registered Agent Name & Address

CORDARY, RICHARD E PRES
3702 DAVIE BLVD.
FORT LAUDERDALE FL 33312

Name Changed: 02/04/2006

Officer/Director Detail

Name & Address

Title PD

CORDARY,RICHARD E
3702 DAVIE BLVD.
FT. LAUDERDALE FL

Title V

SZCZESNY, MICHAEL F V
4291 S PINE ISLAND RD
DAVIE FL 33328

Annual Reports

Report Year	Filed Date
2005	05/02/2005
2006	02/04/2006
2007	03/15/2007

Document Images

03/15/2007 -- ANNUAL REPORT

02/04/2006 -- ANNUAL REPORT

05/02/2005 -- ANNUAL REPORT

04/05/2004 -- ANNUAL REPORT

03/10/2003 -- ANNUAL REPORT

02/13/2002 -- ANNUAL REPORT

04/09/2001 -- ANNUAL REPORT

04/24/2000 -- ANNUAL REPORT

03/31/1999 -- ANNUAL REPORT

05/21/1998 -- ANNUAL REPORT

04/25/1997 -- ANNUAL REPORT

05/01/1996 -- ANNUAL REPORT

04/17/1995 -- ANNUAL REPORT

Note: This is not official record. See documents if question or conflict.

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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)
TROPHIES BY EDCO

Business name, if different from above
EDCO AWARDS & SPECIALTIES

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

Address (number, street, and apt. or suite no.)
3702 DAVIE BLVD

Requester's name and address (optional)

City, state, and ZIP code
FT. LAUDERDALE FL. 33312

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
59-1010910612

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 X Signature of U.S. person ▶ Date ▶ 4-19-07

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:

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,

Vendor/Bidder Disclosure

I, Mike Szczesny, 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: EDCO Awards & Specialties

Address: 3702 Davie Blvd.
Fort Lauderdale FL. 33328

FEIN 59-1009062

State and date of incorporation Florida, 1964

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
Rick Cordary	3702 Davie Blvd, FTL	90 %
Mike Szczesny	3702 Davie Blvd, FTL	10 %
		%
		%

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: _____ Date: 04/19/2007

Signature of Affiant

Mike Szczesny

Print Name

SUBSCRIBED AND SWORN TO or affirmed before me this 19th day of APRIL 2007, by Mike Szczesny, he/she is personally known to me or has presented S250-576-79-390-0 as identification. DRIVER LIC.

Notary Public, State of Florida at Large

Joseph Emmanuel Ortega
Commission #DD335008
Expires: Jul 06, 2008
Bonded Thru
Atlantic Bonding Co., Inc.

Print or Stamp of Notary

Serial Number

My Commission Expires: JULY 06, 2008

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

Detail by Entity Name

Florida Profit Corporation

FIRST PLACE TROPHIES OF AMERICA INC.

Filing Information

Document Number	L98517
FEI Number	650241816
Date Filed	09/06/1990
State	FL
Status	ACTIVE
Effective Date	10/01/1990

Principal Address

6329 STIRLING RD
DAVIE FL 33314 US

Changed 05/01/1996

Mailing Address

6329 STIRLING RD
DAVIE FL 33314 US

Changed 05/01/1996

Registered Agent Name & Address

WHITMAN, MICHELLE
6329 STIRLING ROAD
DAVIE FL 33314 US

Name Changed: 03/25/2002

Address Changed: 03/25/2002

Officer/Director Detail

Name & Address

Title DP

WHITMAN, MICHELLE
6270 SW 41ST PLACE
DAVIE FL

Title DV

PREVATT, SHIRLEY
5510 SW 37TH ST.
DAVIE FL

Annual Reports

Report Year	Filed Date
2005	02/03/2005
2006	02/01/2006
2007	01/29/2007

Document Images

01/29/2007 -- ANNUAL REPORT

02/01/2006 -- ANNUAL REPORT

02/03/2005 -- ANNUAL REPORT

02/02/2004 -- ANNUAL REPORT

01/27/2003 -- ANNUAL REPORT

03/25/2002 -- ANNUAL REPORT

01/10/2001 -- ANNUAL REPORT

01/22/2000 -- ANNUAL REPORT

02/16/1999 -- ANNUAL REPORT

01/30/1998 -- ANNUAL REPORT

05/02/1997 -- ANNUAL REPORT

05/01/1996 -- ANNUAL REPORT

04/25/1995 -- ANNUAL REPORT

Note: This is not official record. See documents if question or conflict.

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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)
FIRST PLACE TROPHIES OF AMERICA, INC.

Business name, if different from above
(SAME AS ABOVE)

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

Address (number, street, and apt. or suite no.)
6329 STIRLING ROAD

Requester's name and address (optional)

City, state, and ZIP code
DAVIE, FLORIDA 33314

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
65-0241816

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 ▶ Michelle Whitman Date ▶ 4/9/07

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:

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,

Vendor/Bidder Disclosure

I, MICHELLE WHITMAN, 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: FIRST PLACE TROPHIES OF AMERICA INC

Address: 6329 STIRLING ROAD
DAVIE, FLORIDA 33314

FEIN 650241816

State and date of incorporation FLORIDA 9/1/90

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
MICHELLE WHITMAN	6270 SW 41 PLACE DAVIE, FLORIDA 33314	100 %
		%
		%
		%

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
None	

By: Michelle Whitman
Signature of Affiant

Date: 4/9/07

MICHELLE WHITMAN
Print Name

SUBSCRIBED AND SWORN TO or affirmed before me this 9th day of APRIL 2007, by MICHELLE WHITMAN, he/she is personally known to me or has presented _____ as identification.

Florence Carmichael
Notary Public, State of Florida at Large

Florence Carmichael
Commission # DD407535
Expires May 21, 2009
Bonded Troy Fain - Insurance, Inc. 800-385-7019

FLORENCE CARMICHAEL
Print or Stamp of Notary

DD 407535
Serial Number

My Commission Expires: 05/21/2009

California Business Portal

Secretary of State DEBRA BOWEN

DISCLAIMER: The information displayed here is current as of MAY 18, 2007 and is updated weekly. It is not a complete or certified record of the Corporation.

Corporation		
CANNON SPORTS, INC.		
Number: C1362773	**Date Filed:** 1/16/1986	**Status:** active
Jurisdiction: California		
Address		
2333 N VALLEY ST		
BURBANK, CA 91505		
Agent for Service of Process		
JON P WARNER		
2333 N VALLEY ST		
BURBANK, CA 91505		

Blank fields indicate the information is not contained in the computer file.

If the status of the corporation is "Surrender", the agent for service of process is automatically revoked. Please refer to California Corporations Code Section 2114 for information relating to service upon corporations that have surrendered.

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)
Cannon Sports 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.)
PO Box 11179

Requester's name and address (optional)

City, state, and ZIP code
Burbank CA 91510

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
7 7 0 0 9 6 3 6 1

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 ▶ Date ▶ 04/02/07

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:

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,

Town of Davie

Vendor/Bidder Disclosure

I, ALLEN GRAVES - GENERAL MANAGER, 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: CANNON SPORTS

Address: P. O. Box 11179
Burbank, California
91510-1179

FEIN: FED. I. D. # 77-0096361

State and date of incorporation: CALIFORNIA 10/06/03

See Attached Form

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
JON WARNER, PRESIDENT	CANNON SPORTS P. O. Box 11179 Burbank, California 91510-1179	100 %
		%
		%
		%

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
N/A	

By: Allen Graves Date: 04/02/07

Signature of Affiant

ALLEN GRAVES - GENERAL MANAGER

Print Name

SUBSCRIBED AND SWORN TO or affirmed before me this 9 day of April 200__, by _____, he/she is personally known to me or has presented _____ as identification.

Jose Oswaldo Carcamo

Notary Public, State of ~~Florida~~ California at Large

JOSE OSWALDO CARCAMO

Print or Stamp of Notary

JOSE OSWALDO CARCAMO
Commission # 1415411
Notary Public - California
Los Angeles County
My Comm. Expires May 3, 2007

_____

Serial Number

My Commission Expires: May-3-07

California Business Portal

Secretary of State DEBRA BOWEN

DISCLAIMER: The information displayed here is current as of MAY 18, 2007 and is updated weekly. It is not a complete or certified record of the Corporation.

Corporation		
AMERICAN SOCCER COMPANY, INCORPORATED		
Number: C0754429	**Date Filed:** 9/22/1975	**Status:** active
Jurisdiction: California		
Address		
726 E ANAHEIM ST		
WILMINGTON, CA 90744		
Agent for Service of Process		
DAN KULAVIL		
726 E ANAHEIM ST		
WILMINGTON, CA 90744		

Blank fields indicate the information is not contained in the computer file.

If the status of the corporation is "Surrender", the agent for service of process is automatically revoked. Please refer to California Corporations Code Section 2114 for information relating to service upon corporations that have surrendered.

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)
AMERICAN SOCCER COMPANY, 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.)
726 E. ANAHEIM STREET

Requester's name and address (optional)

City, state, and ZIP code
WILMINGTON, CA 90744

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	8	4	3	3	8

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 ▶ Vicki Cairns Date ▶ 4/11/07

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:

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,

Vendor/Bidder Disclosure

I, Vicki CAIRNS, 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:~~ AMERICAN SOCCER CO., INC.

Address: 726 E. ANAHEIM ST.
WILMINGTON, CA 90744

FEIN 98-2984338

State and date of incorporation CA - 9-22-1975

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
M.G. Menzel	726 E Anaheim St Wilmington CA 90744	85 %
Rosa Cursaje	726 E Anaheim St Wilmington CA 90744	15 %
		%

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
	NA.

By: Vicki Cairns
Signature of Affiant

Date: 4/12/07

VICKI CAIRNS
Print Name

SUBSCRIBED AND SWORN TO or affirmed before me this 12th day of April 2007, by Vicki Cairns, ~~he~~/she is personally known to me ~~or has presented~~ _____ ~~as identification~~.

Notary Public, State of Florida at Large

DAN KULAVIL
Print or Stamp of Notary

1466904
Serial Number

My Commission Expires: 1-31-2008

DAYAN KULAVIL
Commission # 1466904
Notary Public - California
Los Angeles County
My Comm. Expires Jan 31, 2008

PENNSYLVANIA
Department of State

Corporations

Search
By Business Name
By Business Entity ID
Verify
Verify Certification

Date: 5/23/2007

Business Entity Filing History
(Select the link above to view the Business Entity's Filing History)

-->

Business Name History

Name	Name Type
BSN SPORTS	Current Name

Fictitious Names - Domestic - Information

Entity Number:	1063808
Status:	Active
Entity Creation Date:	11/9/1988
Principal Place of Business:	209 LEEDOM ST JENKINTOWN PA 19604-0
Principal Office Address:	No Address
Mailing Address:	No Address

Owner Information

Owner(s) for:	BSN SPORTS

Owners

Name:	**SPORT SUPPLY GROUP INC**
Mailing Address:	[Address Not Available]

Commonwealth of PA
Home

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Commonwealth of PA Privacy Statement

PENNSYLVANIA
Department of State

Corporations

Date: 5/23/2007

Business Entity Filing History
(Select the link above to view the Business Entity's Filing History)

Business Name History

Name	Name Type
SPORT SUPPLY GROUP, INC.	Current Name

Business Corporation - Foreign - Information

Entity Number:	1049532
Status:	Active
Entity Creation Date:	9/21/1988
State of Business.:	DE
Principal Office Address:	% PRENTICE HALL CORP SYSTEM INC PA 0 -0
Mailing Address:	No Address

Officers

Name:	**PETER S BLUMENFELD**
Title:	**President**
Address:	1901 DIPLOMAT FARMERS BRANCH PA 75234-0

Name:	**WILLIAM R ESTILL**
Title:	**Secretary**
Address:	1901 DIPLOMAT FARMERS BRANCH PA 75234-0

Name:	**WILLIAM R ESTILL**
Title:	**Treasurer**
Address:	1901 DIPLOMAT FARMERS BRANCH PA 75234-0

Name:	**WILLIAM R ESTILL**
Title:	**Vice President**

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): Sport Supply Group, Inc.

Business name, if different from above: dba BSN Sports

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

Address (number, street, and apt. or suite no.): P.O. Box 49

City, state, and ZIP code: Jenkintown, PA 19046

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: 7 5 - 2 2 4 1 7 8 3

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 ▶ Adam [illegible] Bid Mgr Date ▶ 4-17-07

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:

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,

Form W-9 (Rev. 11-2005)

By: Adam R. Rhein Date: 4-17-07

Signature of Affiant

Adam Rhein

Print Name

Sport Supply Group, Inc.
dba BSN Sports

SUBSCRIBED AND SWORN TO or affirmed before me this 17th day of April 2007, by Adam Rhein, he/she is personally known to me or has presented PA drivers license as identification.

Michele A. Robertson

Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Michele A. Robertson, Notary Public
Bensalem Twp., Bucks County
My Commission Expires Aug. 20, 2008
Member, Pennsylvania Association Of Notaries

Print or Stamp of Notary

Serial Number

My Commission Expires : 8/20/2008

NYS Department of State

Division of Corporations

Entity Information

Selected Entity Name: ANACONDA SPORTS, INC.

Selected Entity Status Information

Current Entity Name: ANACONDA SPORTS, INC.
Initial DOS Filing Date: OCTOBER 03, 1974
County: ULSTER
Jurisdiction: NEW YORK
Entity Type: DOMESTIC BUSINESS CORPORATION
Current Entity Status: ACTIVE

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)
JOHN G STOTE JR
85 KATRINE LANE
LAKE KATRINE, NEW YORK, 12449

Chairman or Chief Executive Officer
JOHN STOTE JR
85 KATHERINE LANE
LAKE KATRINE, NEW YORK, 12449

Principal Executive Office
JOHN STOTE SR
85 KATRINE LANE
LAKE KATRINE, NEW YORK, 12449

Registered Agent
NONE

NOTE: New York State does not issue organizational identification numbers.

Search Results New Search

Division of Corporations, State Records and UCC Home Page NYS Department of State Home Page

Print or type
See Specific Instructions

ANACONDA [illegible]

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

Address (number, street, and apt. or suite no.): 85 KATRINE LN.

Requester's name and address (optional):

City, state, and ZIP code: LAKE KATRINE, NY 12449

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: 14156322 7

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 [illegible]

Sign Here Signature of U.S. person ▶ Gregory J Cheng Date ▶ 4/5/07

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:

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,

Form **W-9** (Rev. 11-2005)

Vendor/Bidder Disclosure

I, GREG CHERNY, 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: ANACONDA SPORTS, INC

Address: 95 KATRINE LN
LAKE KATRINE, NY 12449

FEIN 14-1563227

State and date of incorporation NY 10/03/1974

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
JOHN STOTE SR.	95 KATRINE LN.	53.10 %
JOHN STOTE III	SAME	24.25 %
WILLIAM F. STOTE	SAME	22.65 %
		%

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: Gregory J. Cherny Date: 4/5/07

Signature of Affiant

GREGORY J. CHERNY

Print Name

SUBSCRIBED AND SWORN TO or affirmed before me this 10th day of April 2007, by Greg Cherny, he/she is personally known to me or has presented _____ as identification.

CAROL A. AVOSSA
Notary Public, State of New York
No. 01AV5025766
Qualified in Ulster County
Commission Expires April 4, 20 10

Carol A. Avossa

Notary Public, State of ~~Florida at Large~~ NY

Print or Stamp of Notary

01AV5025766

Serial Number

My Commission Expires: 4-4-2010

business inquiry

BUSINESS DETAILS:

Business Name:	Business ID:	Business Address:
S & S WORLDWIDE, INC.	0040863	75 MILL ST. COLCHESTER, CT 06415-
Mailing Address:	**Citizenship/State Inc:**	**Last Report Year:**
75 MILL ST. COLCHESTER, CT 06415-	Domestic/CT	2006
Business Type:	**Business Status:**	**Date Inc./Register:**
Stock	Active	Jun 25, 1946

PRINCIPALS:

Name/Title:	Business Address:	Residence Address:
STEPHEN L. SCHWARTZ CHAIRMAN & PRESIDENT	75 MILL ST. COLCHESTER, CT 06415	692 NORWICH AVE COLCHESTER, CT 06415
CARLA R. SCHWARTZ SECRETARY	75 MILL ST. COLCHESTER, CT 06415	692 NORWICH AVE COLCHESTER, CT 06415
HY J. SCHWARTZ VICE PRESIDENT	75 MILL ST. COLCHESTER, CT 06415-	692 NORWICH AVE COLCHESTER, CT 06415-

IMPORTANT: There are more principals for this business that are not shown here.

BUSINESS SUMMARY:

Agent Name:	Agent Business Address:	Agent Residence Address:
STEPHEN L. SCHWARTZ	72 MILL ST. COLCHESTER, CT 06415	692 NORWICH ROAD COLCHESTER, CT 06415

» View Name History » View Filing History » View Shares

Cancel

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)

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.) S&S WORLDWIDE

Requester's name and address (optional)

City, state, and ZIP code 75 MILL STREET COLCHESTER, CT 06415

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

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
016‡015210101210

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 ▶ Carol Mares Date ▶ 4/13/07

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:

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,

Vendor/Bidder Disclosure

I, Carol Mares, 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: _____

Address: S&S WORLDWIDE
75 MILL STREET
COLCHESTER, CT
06415

FEIN 06-0520020

State and date of incorporation Connecticut 6/25/46

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
Stephen Schwartz	Norwich Ave Colchester Ct 06415	62%
Adam Schwartz	Main St. Glastonbury Ct 06033	19%
Hy Schwartz	Walbridge Rd W. Hartford, Ct 06119	19%
		%

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: Carol Mares Date: 4/13/07

Signature of Affiant

Carol Mares

Print Name

SUBSCRIBED AND SWORN TO or affirmed before me this 13th day of April 2007, by Carol Mares, he/she is personally known to me or has presented _____ as identification.

Theresa Mohrlein

Notary Public, State of ~~Florida~~ Conn. at Large

Print or Stamp of Notary

Serial Number

My Commission Expires :_____

THERESA MOHRLEIN
NOTARY PUBLIC
MY COMMISSION EXPIRES MAR. 31, 2009

Kansas.gov: The Official Web site of the State of Kansas

Kansas Online
Business Entity Search

A partnership of the
KANSAS SECRETARY of STATE
and the INFORMATION NETWORK
of KANSAS, INC.

Business Entity Search

Helpful Hints

Privacy Statement

Contact Info

Online Demo

< KSOS Web site
< Kansas Web site

Kansas Secretary of State
Business Entity Search

Date: 05/23/2007

Business Information

Current Entity Name	Business Entity ID Number
CHALLENGER SPORTS TEAMWEAR, LLC	3244266

Current Mailing Address: 8022 FLINT, LENEXA, KS 66214 Update

Business Entity Type: DOM: LTD LIABILITY COMPANY

Current Status: CORPORATION IS ACTIVE AND IN GOOD STANDING

Date of Formation in Kansas: 11/09/2001

State of Organization: KS

Certificate of Good Standing | Letter of Good Standing

Resident Agent and Registered Office

Resident Agent: RON MATSCH

Registered Office: 8045 FLINT , LENEXA, KS 66214

Update Resident Agent/Office

Annual Reports

The following annual report information is valid for active and delinquent status entities only.

Forfeiture Date: 07/15/2008

Kansas.gov | Policies and Statements | Help Center | Survey

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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)
Challenger Sports

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.)
8022 Flint

Requester's name and address (optional)

City, state, and ZIP code
Lenexa KS 66214

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
4 3 1 9 4 4 8 3 4

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 ▶ [signature] Date ▶ 4/16/07

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:

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,

Town of Davie

Vendor/Bidder Disclosure

I, Greg Knight, 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: Challenger Sports

Address: 8022 Flint
Lenexa KS 66214

FEIN 43-1944834

State and date of incorporation Kansas Jan 1 2002

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
Challenger Sports	8022 Flint, Lenexa KS 66214	43 %
Mike Blumenthal	8022 Flint, Lenexa, KS 66214	20 %
Ferrell Sas	1102 Grand Blvd, Kansas city, MO 64106	37 %
		%

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

personally known to me or has presented FL DL as identification.

Derek Yates

Notary Public, State of Florida at Large

DEREK YATES
Notary Public - State of Florida
My Commission Expires Dec 3, 2008
Commission # DD 374423
Bonded By National Notary Assn.

Derek Yates

Print or Stamp of Notary

DD 374423

Serial Number

My Commission Expires : 12-3-08

Business Information

Total Row Count in Report - 1 Row(s) 1 - 1

Business Name	Charter / Registration Number	Type	Original Filing Date	Status	Expiration Date	Location / County / State	Agent / Contact Info	Business Filing Inf
RIDDELL/ALL AMERICAN (ALL AMERICAN SPORTS CORPORATION)	912490	Foreign Corporation	Jul 20 1995	Active		Delaware	Click for Details	Click for D

Back to Menu

Form **W-9**
(Rev. January 2003)
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
Riddell / All American

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.)
669 Sugar Lane

Requester's name and address (optional)

City, state, and ZIP code
Elyria, OH 44035

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.

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
3 4 1 6 8 8 7 1 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 ▶ James Brady Date ▶ 4.18.07

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:

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.

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:

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.

Cat. No. 10231X Form **W-9** (Rev. 1-2003)

Town of Davie

Vendor/Bidder Disclosure

I, JAMES BRADY, 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: RIDDELL/ALL AMERICAN

Address: 669 SUGAR LANE
ELYRIA, OH 44035-6309

FEIN 34.1688715

State and date of incorporation DEL 9/91

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
		%
	Riddell Sports Group, Inc. (100%) 9801 W. Higgins Road, #800 Rosemont, IL 60018	%
	RSG, Inc. owned by Fenway Partners, Inc. 152 West 57th Street, 59th Floor New York, NY 10019	%
		%

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
	N/A

By: James Brady
Signature of Affiant

Date: 4.18.07

JAMES BRADY
Print Name

SUBSCRIBED AND SWORN TO or affirmed before me this 18th day of APRIL 2007, by JAMES BRADY, he/she is personally known to me or has presented _____ as identification.

Pamela M Bene
Notary Public, State of Florida at Large

Print or Stamp of Notary

PAMELA M. BENE
NOTARY PUBLIC, State of Ohio
My Comm. Expires March 11, 2012

Serial Number

My Commission Expires :_____

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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: Charter Review Board

AFFECTED DISTRICT: n/a

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, CREATING THE CHARTER REVIEW BOARD, WHICH IS CREATED FOR THE PURPOSE OF REVIEWING THE CHARTER OF THE TOWN OF DAVIE AND MAKING RECOMMENDATIONS TO THE TOWN COUNCIL; AND PROVIDING AN EFFECTIVE DATE.

REPORT IN BRIEF: Section 4 of the Town's Charter provides that a Charter Review Board be appointed by April 2004 and at least every seven (7) years thereafter. The previous Board was appointed by Council in August 2000.

Section 4 also requires that the Board submit its recommendations to Council within 120 days of the appointment of the Board. Should Council appoint a Board with a quorum by its July 18th meeting, the report must be submitted to Council no later than Novmeber 15th. Should Council decide to hold a special referendum election, Council would need to provide final approval prior to January 9, 2008 as questions for the March 2008 ballot must be submitted to the Supervisor of Election's Office by January 9, 2008.

PREVIOUS ACTIONS: Council approved Resolution R-2000-200 creating a Charter Review Board.

CONCURRENCES: n/a

FISCAL IMPACT: not applicable

Has request been budgeted? n/a

RECOMMENDATION(S): Motion to approve resolution

Attachment(s): Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, CREATING THE CHARTER REVIEW BOARD, WHICH IS CREATED FOR THE PURPOSE OF REVIEWING THE CHARTER OF THE TOWN OF DAVIE AND MAKING RECOMMENDATIONS TO THE TOWN COUNCIL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Davie desires to have the Town's Charter reviewed and to have appropriate amendments thereto; and

WHEREAS, the Town has the authority to amend said Charter in accordance with the provisions of Florida Statutes Chapter 166 and the procedures set forth therein.

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

SECTION 1. The Charter Review Board of the Town of Davie is hereby created which shall consist of ten (10) qualified electors of the Town. Each Councilmember shall appoint two (2) electors to serve on the Charter Review Board.

SECTION 2. The Charter Review Board is hereby granted the authority to review any and all aspects of the Charter excluding Section 11(A)(1) regarding Council district boundaries, and shall make recommendations for consideration by the Town Council in the form of a report of the Charter Review Board.

SECTION 3. A report shall be filed within 120 days after a quorum of the Board has been appointed.

SECTION 4. Upon acceptance of the Charter Review Board's report by the Town Council, said Board shall automatically terminate.

SECTION 5. That this Resolution shall take effect immediately upon its passage and approval.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2007

_____
Mayor/Councilmember

ATTEST:

_____
Town Clerk

APPROVED THIS _____ DAY OF _____, 2007

TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Keith Pursell, Project Manager, Capital Projects, 954-797-1191

PREPARED BY: Keith Pursell, Project Manager, Capital Projects, 954-797-1191

SUBJECT: Resolution
Project Name and Location: Fire and Public Works Administration & Storage Buildings, 6901 Orange Drive, 33314

AFFECTED DISTRICT: District 2

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER #10 WITH SELDIN CONSTRUCTION, INC. TO CHANGE THE CONTRACTED SCOPE OF WORK AS DESCRIBED IN THE ATTACHED CHANGE ORDER #10.

REPORT IN BRIEF: The Town has expanded the Scope of Work to include the revision of the 2nd floor return air duct termination point out of the restroom plenum as required by the mechanical code, the installation of one (1) 240 Volt outlet with conduit and cable as required by Information Systems to run the new Bell South Phone Equipment, the installation of overhead projectors provided by the Fire Department in the Conference/Training Rooms, the supply and installation of one (1) 1000 amp service rated transfer switch and cam lock plug for a temporary generator connection, the installation of an additional 12'-0" of masonry wall to the existing wall located along the east property to satisfy zoning requirements, the modifiacation of the service ground neutral tap to satisfy the building department plan reviewer and inspector requirements, and the modification of the fire alarm system to install additional smoke detectors as required by the Fire Marshall to meet the fire code.

PREVIOUS ACTIONS: None

CONCURRENCES: Resolution # R-2005-266

FISCAL IMPACT: Yes

Has request been budgeted? Yes

If yes, expected cost: $ 56,251.00

Account Name: Capital Account 030-3004-522-6827 & 001-0705-541-0511

RECOMMENDATION(S):

Attachment(s): Resolution
Change Order # 10

RESOLUTION_____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER #10 WITH SELDIN CONSTRUCTION, INC. TO CHANGE THE CONTRACTED SCOPE OF WORK AS DESCRIBED IN THE ATTACHED CHANGE ORDER #10.

WHEREAS, the Town of Davie previously awarded the bid to SELDIN CONSTRUCTION, INC.; AND

WHEREAS, The Town has expanded the Scope of Work to include the revision of the 2nd floor return air duct termination point out of the restroom plenum as required by the mechanical code, the installation of one (1) 240 Volt outlet with conduit and cable as required by Information Systems to run the new Bell South Phone Equipment, the installation of overhead projectors provided by the Fire Department in the Conference/Training Rooms, the supply and installation of one (1) 1000 amp service rated transfer switch and cam lock plug for a temporary generator connection, the installation of an additional 12'-0" of masonry wall to the existing wall located along the east property to satisfy zoning requirements, the modifiacation of the service ground neutral tap to satisfy the building department plan reviewer and inspector requirements, and the modification of the fire alarm system to install additional smoke detectors as required by the Fire Marshall to meet the fire code as described in the attached Change Order # 10,

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

SECTION 1. The Town Council hereby authorizes the appropriate Town officials to execute Change Order #10 with Seldin Construction, Inc. in the amount of $56,251.00, which is attached as Exhibit “A”.

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2007.

_____
MAYOR/COUNCIL MEMBER

ATTEST:

_____
TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2007.

CHANGE ORDER

AIA DOCUMENT G701

Distribution to:

OWNER	x
ARCHITECT	x
CONTRACTOR	x
FIELD	__
OTHER	Bid Spec Committee

PROJECT:
(Name, address)

Fire & Public Works Administration Building

and Public Works Storage Building

6901 Orange Drive

Davie, Florida 33314

CHANGE ORDER NUMBER: C.O. # 10

INITIATION DATE: March 14, 2007

TO (Contractor):

Joel Seldin

Seldin Construction Co.

1391 Shotgun Road

Sunrise, Florida 33326

ARCHITECT'S PROJECT NO: B-05-94

CONTRACT FOR: Fire & Public Works Admin. Blg.

CONTRACT DATE: September 22, 2005

You are directed to make the following changes in this Contract:

Item 1 – ADD: Revise termination point of the 2nd floor return air duct out of the restroom plenum as required by the mechanical code …….. $ 1,765.00

Item 2 – ADD: Install one (1) 240 Volt outlet, conduit, wire and circuit breaker as required to run the new Bell South Phone equipment…….. $ 521.00

Item 3 – ADD: Install Overhead Projectors in Conference / Training Rooms…….. $ 1,071.00

Item 4 – ADD: Supply and Install one (1) 1000 amp service rated transfer switch and cam lock plug for temporary generator connection…….. $ 33,703.00

Item 5 – ADD: Additional twelve feet of New Masonry Wall to existing wall at the east property

line to satisfy zoning requirements……. $ 10,643.00

Item 6 – ADD: Modify service ground neutral tap to satisfy building department review plan

revision reviewer requirements……. $ 602.00

Item 7 – ADD: Modify service ground neutral tap back to the original configuration to satisfy the

Town Electrical Inspector……. $ 203.00

Item 8 – ADD: Modify Fire Alarm System and install additional smoke detectors as required by

The Fire Marshall to meet the fire code……. $ 7,743.00

Total ADD/DEDUCT: $ 56,251.00

Days: 0 Days

Not valid until signed by both the Owner and Architect.

Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The original (Contract Sum) (Guaranteed Maximum Cost) was ..... $ 2,825,100.00

Net change by previously authorized Change Orders..... $ 14,484.00

The (Contract Sum) (Guaranteed Maximum Cost) prior to this Change Order was..... $ 2,839,584.00

The (Contract Sum) (Guaranteed Maximum Cost) will be (increased) (decreased) ..... $ 56,251.00

The new (Contract Sum) (Guaranteed Maximum Cost) including this Change Order will be..... $ 2,895,835.00

The Contract Time will be (increased) (decreased) (unchanged) by 0 Days

The Date of Phase 1 Completion as of the date of this Change Order therefore is ..... …….. October 12, 2006

The Date of Phase 2 Completion as of the date of this Change Order therefore is …… March 11, 2007

Authorized:

CPZ Architects, Inc.	Seldin Construction Co.	Town of Davie
ARCHITECT	CONTRACTOR	OWNER
4310 W. Broward Blvd.	1390 Shotgun Road	6591 Orange Drive
Address	Address	Address
Plantation, FL 33317	Sunrise, Florida 33312	Davie, FL 33314 -3399
BY_____	BY_____	
DATE_____	DATE_____	DATE_____

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THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, D.C. 20006

SELDIN CONSTRUCTION CO., INC.

General Contractors

(954) 382-2000
FAX (954) 382-8999
1391 Shotgun Road
Sunrise, FL 33326

CPZ Architects Inc.
4310 W. Broward Blvd.
Plantation, Florida 33317

March 27, 2007

Attn: Mr. Chris Zimmerman, AIA

Ref: Davie Fire & Public Works Administration Bldg. Project # **03-63**

CHANGE PROPOSAL REQUEST # 13 **REVISED**

Scope of Work:
Additional Work Required Per Response to RFI # 48 REVISED SK-1

1. Labor 2 men 8 hrs ea. @ $52.00 per	$ 832.00
2. Supervision 4 hrs @ $54.00	216.00
3. Fittings, hangers and misc. materials	122.00
4. Cut drywall partition and frame for damper penetration Close opening at bathroom and fire caulk 8 man hrs @ $34.75	278.00
5. Material	50.00
6. Sub-subcontractor overhead & profit 10% (items 1-3)	117.00
7. Subcontractor overhead & profit 5% (items 1-4+7)	64.00
Contractors Overhead & Profit	68.00
Additional Bond Charge	18.00
TOTAL PROPOSED CHANGE ORDER	**$ 1,765.00**

Joel M. Seldin, Pres.
Seldin Construction Co. Inc.

cc: Keith Pursell, PM Town of Davie

QUALITY CONSTRUCTION SINCE 1950

MAR-27-2007 08:37 FROM:SELDIN CONSTRUCTION 9543828999 To:954 P.1/1

SELDIN CONSTRUCTION CO., INC.
General Contractors
(954) 882-2000
FAX (954) 382-8999
1891 Shotgun Road
Sunrise, FL 33323

REQUEST FOR INFORMATION

TOWN OF DAVIE
FIRE & PUBLIC WORKS ADMINISTRATION BUILDING

CPZ Architects Inc.
Attn: Mr. Chris Zimmerman, AIA
Architect's Project # 03-83

March 1, 2007

RFI # 48

SUBJECT: HVAC

1. Per the Town of Davie, Mechanical Inspector, we are not permitted to have a return air duct terminate inside the bathroom as designed on sheet M2.2, men's bathroom # 232.

Please Advise

- The return air duct has been extended to the return plenum space out of restroom ceiling. see rev # ___ on M2.2.
- All wall around the restroom shall be full high wall and sealed around the duct work.

Brian Boffill.

Joel M. Seldin, Pres.
Seldin Construction Co.

cc: Keith Purcell, PM Town of Davie

QUALITY CONSTRUCTION SINCE 1950

SELDIN CONSTRUCTION CO., INC.

General Contractors

(954) 382-2000
FAX (954) 382-8999
1391 Shotgun Road
Sunrise, FL 33326

CPZ Architects Inc.
4310 W. Broward Blvd.
Plantation, Florida 33317

March 12, 2007

Attn: Mr. Chris Zimmerman, AIA

Ref: Davie Fire & Public Works Administration Bldg. Project # **03-63**.

CHANGE PROPOSAL REQUEST # 11

Scope of Work:
Additional Work Request by Owner

1. One (1) 30 amp outlet in phone room (see attached)	$ 468.77
Contractors Overhead & Profit	46.88
Additional Bond Charge	5.35
TOTAL PROPOSED CHANGE ORDER	**$ 521.00**

Joel M. Seldin, Pres.
Seldin Construction Co. Inc.

cc: Keith Pursell, PM Town of Davie

3/19/07 Okay to proceed and pay.
[illegible], PM

QUALITY CONSTRUCTION SINCE 1950

MAR-12-2007 16:25 From:SELDIN CONSTRUCTION 9543828999 To:954 P.1/4

CHANGE ORDER REQUEST SUMMARY

Project: Town of Davie Administration & Public Storage COR #: 061001-0022

Labor

Labor Type	Hrs	Rate	Burden	Fringe	Tax	Total
Electrician	6	$55.00	$0.00	$0.00	$0.00	$330.00
					Subtotal	$330.00

Material

Material	Quantity	Cost	Tax	Total
#10 Wire	200	$0.19	$2.26	$40.32
1/2" EMT	20	$0.23	$0.27	$4.80
1900 box	1	$4.64	$0.30	$5.24
Industrial cover	1	$3.50	$0.21	$3.71
30 amp receptacle	1	$9.50	$0.57	$10.07
2 pole 30 amp breaker	1	$11.06	$0.66	$11.72
			Subtotal	$75.86

Total Cost	$405.86
Overhead	$40.59
Profit	$22.32
Total	$468.77

SELDIN CONSTRUCTION CO., INC.

General Contractors

(954) 382-2000
FAX (954) 382-8999
1391 Shotgun Road
Sunrise, FL 33326

CPZ Architects Inc.
4310 W. Broward Blvd.
Plantation, Florida 33317

March 12, 2007

Attn: Mr. Chris Zimmerman, AIA

Ref: Davie Fire & Public Works Administration Bldg. Project # **03-63**

CHANGE PROPOSAL REQUEST # 12

Scope of Work:
Additional Work Request by Owner

Install (3) overhead projectors

1. 16 man hrs @ $25.00 per + 39% burden=	$ 521.25
15 man hrs @ $12.00 per + 39% burden=	250.20
2. Material	150.00
Contractors Overhead & Profit	138.22
Additional Bond Charge	11.33
TOTAL PROPOSED CHANGE ORDER	**$ 1,071.00**

Joel M. Seldin, Pres.
Seldin Construction Co. Inc.

cc: Keith Pursell, PM Town of Davie

3/19/07 Okay to proceed and pay.
[illegible], PM

QUALITY CONSTRUCTION SINCE 1950

MAR-12-2007 16:25 FROM:SELDIN CONSTRUCTION 9543828999 TO:954 P.3/4

SELDIN CONSTRUCTION CO., INC.
General Contractors
(954) 382-2000
FAX (954) 382-8999
1391 Shotgun Road
Sunrise, FL 33326

CPZ Architects Inc.
4310 W. Broward Blvd.
Plantation, Florida 33317

April 19, 2007

Attn: Mr. Chris Zimmerman, AIA

Ref: Davie Fire & Public Works Administration Bldg. Project # **03-63**

CHANGE PROPOSAL REQUEST # 16

Scope of Work:

1. Supply & install 1000 amp service rated transfer switch	$ 29,633.00
2. Concrete pad & encasement	1,847.00
3. Supervision	300.00
Contractors Overhead & Profit	1,589.00
Additional Bond Charge	334.00
TOTAL PROPOSED CHANGE ORDER	**$ 33,703.00**

Please Note:
Generator supplied by others

Joel M. Seldin, Pres.
Seldin Construction Co. Inc.

cc: Keith Pursell, PM Town of Davie

QUALITY CONSTRUCTION SINCE 1950

CHANGE ORDER REQUEST SUMMARY

Project: Town of Davie Administration & Public Storage COR #: **061001-0019**

Labor

Labor Type	MHrs	$/Hr	Burden	Fringe	Tax	Total
Electrician	32	$100.00	$0.00	$0.00	$0.00	$3,200.00
					Subtotal	$3,200.00

Material

Material	Quantity	Cost	Tax	Total
Cam lock plug	1	$1,200.00	$72.00	$1,272.00
3/0 wire and fittings	1	$550.00	$33.00	$583.00
			Subtotal	$1,855.00

Equipment

Type	Quantity	Cost	Tax	Total
Transfer switch	1	$17,935.20	$1,076.11	$19,011.31
			Subtotal	$19,011.31

Expense

Expense Type	Quantity	Cost	Tax	Total Cost
Crane Rental	1	$1,500.00	$90.00	$1,590.00
			SubTotal	$1,590.00

Total Cost	$25,656.31
Overhead	$2,565.63
Profit	$1,411.10
Total	$29,633.04

SELDIN CONSTRUCTION CO., INC.
General Contractors
(954) 382-2000
FAX (954) 382-8999
1391 Shotgun Road
Sunrise, FL 33326

CPZ Architects Inc.
4310 W. Broward Blvd.
Plantation, Florida 33317

May 9, 2007

Attn: Mr. Chris Zimmerman, AIA

Ref: Davie Fire & Public Works Administration Bldg. Project # **03-63**

CHANGE PROPOSAL REQUEST # 17 **REVISED**

Scope of Work: New Masonry Wall East Property Line

1. Excavation footer (mini excavator 4hr + 1-1/2hr @ 60.00)	$ 330.00
2. Concrete foundation 1-1/4yd @ 97.00+(short load 175.00)+ tax	314.03
3. Rebar foundation, vertical steel and tie beam	310.00
4. Masonry L & M 144 block @ 7.75ea	1,116.00
5. Concrete filled cells & tie beam pump mix 1 1/4yds @ 107.00+(short load 175.00) + tax	327.28
6. Concrete pump minimum	250.00
7. Forming material & rough hardware	475.00
8. Carpentry & labor 120 man hours @ $26.67 per	3,200.40
9. Stucco labor 64 man hrs @ 28.75 + 360.00 Material	2,200.00
10. Painting L & M (minimum 12 hrs @ 32.50per + 48.00 paint)	438.00
11. Sod & berm restoration (bobcat min 5 hrs @ 55.00 per)	275.00
Sod 200 SF @ .45 per SF + Labor 16 hrs @ 23.35 per	463.60
Contractors Overhead & Profit (1-8 + 11)	706.13
Contractors Overhead & Profit (9 & 10)	131.90
Additional Bond Charge	105.66
TOTAL PROPOSED CHANGE ORDER	**$ 10,643.00**

Please Note:
Permit plans & Engineering fees by CPZ Architects

Joel M. Seldin, Pres.
Seldin Construction Co. Inc.

cc: Keith Pursell, PM Town of Davie

QUALITY CONSTRUCTION SINCE 1950

SELDIN CONSTRUCTION CO., INC.
General Contractors
(954) 382-2000
FAX (954) 382-8999
1391 Shotgun Road
Sunrise, FL 33326

CPZ Architects Inc.
4310 W. Broward Blvd.
Plantation, Florida 33317

May 7, 2007

Attn: Mr. Chris Zimmerman, AIA

Ref: Davie Fire & Public Works Administration Bldg. Project # **03-63**

CHANGE PROPOSAL REQUEST # 18

Scope of Work: Change service ground neutral tap per Davie Building Department plan revision.

1. Labor & Material (see attached)	$ 567.25
Contractors Overhead & Profit	28.75
Additional Bond Charge	6.00
TOTAL PROPOSED CHANGE ORDER	**$ 602.00**

Joel M. Seldin, Pres.
Seldin Construction Co. Inc.

cc: Keith Pursell, PM Town of Davie

QUALITY CONSTRUCTION SINCE 1950

CHANGE ORDER REQUEST SUMMARY

Project: Town of Davie Administration & Public Storage COR #: **061001-0027**

Labor

Labor Type	MHrs	$/Hr	Burden	Fringe	Tax	Total
Electrician	6	$55.00	$0.00	$0.00	$0.00	$330.00
					Subtotal	$330.00

Material

Material	Quantity	Cost	Tax	Total
10 Hole Polaris Tap	1	$142.46	$8.55	$151.01
3/0 Lug	1	$2.40	$0.14	$2.54
1/4-20x3/4" screw/nut/washer	1	$0.08	$0.00	$0.08
10-32 ground screw	3	$0.06	$0.01	$0.18
1/0 2 Barrel lug	3	$1.97	$0.35	$6.26
3/0 Copper wire	3	$0.33	$0.06	$1.06
			Subtotal	$161.13

Total Cost	$491.13
Overhead	$49.11
Profit	$27.01
Total	$567.25

SELDIN CONSTRUCTION CO., INC.
General Contractors
(954) 382-2000
FAX (954) 382-8999
1391 Shotgun Road
Sunrise, FL 33326

CPZ Architects Inc.
4310 W. Broward Blvd.
Plantation, Florida 33317

May 9, 2007

Attn: Mr. Chris Zimmerman, AIA

Ref: Davie Fire & Public Works Administration Bldg. Project # **03-63**

CHANGE PROPOSAL REQUEST # 19

Scope of Work: Main Disconnect Switches
Tie grounds and neutrals back together in the three (3) main disconnect switches per Davie Electrical Inspector

1. Labor & Material (see attached)	$ 190.58
Contractors Overhead & Profit	9.53
Additional Bond Charge	2.89
TOTAL PROPOSED CHANGE ORDER	**$ 203.00**

Joel M. Seldin, Pres.
Seldin Construction Co. Inc.

cc: Keith Pursell, PM Town of Davie

QUALITY CONSTRUCTION SINCE 1950

CHANGE ORDER REQUEST SUMMARY

Project: Town of Davie Administration & Public Storage COR #: **061001-0029**

Labor

Labor Type	Mi-hrs	$/Hr	Burden	Fringe	Tax	Total
Electrician	3	$55.00	$0.00	$0.00	$0.00	$165.00
					Subtotal	$165.00

Total Cost	$165.00
Overhead	$16.50
Profit	$9.08
Total	$190.58

SELDIN CONSTRUCTION CO., INC.

General Contractors

(954) 382-2000
FAX (954) 382-8999
1391 Shotgun Road
Sunrise, FL 33326

CPZ Architects Inc.
4310 W. Broward Blvd.
Plantation, Florida 33317

May 11, 2007

Attn: Mr. Chris Zimmerman, AIA

Ref: Davie Fire & Public Works Administration Bldg. Project # 03-63

CHANGE PROPOSAL REQUEST # 14 REVISED

Scope of Work:
Additional Fire Alarm Requirements per revised drawings

1. Additional work (see attached)	$ 7,301.10
Contractors Overhead & Profit	365.06
Additional Bond Charge	76.84
TOTAL PROPOSED CHANGE ORDER	**$ 7,743.00**

Joel M. Seldin, Pres.
Seldin Construction Co. Inc.

cc: Keith Pursell, PM Town of Davie

QUALITY CONSTRUCTION SINCE 1950

MAY-11-2007 15:09 From:SELDIN CONSTRUCTION 9543828999 To:954 P.1/3

Advanced Security, Inc.
6538 Blue Bay Circle
Lake Worth, FL 33467
561-357-0032

Invoice Date	Invoice #
4/12/2007	5736

INVOICE

Bill To:

JAFE Contracting Company
DBA/Modern Electric
240 N Dixie Highway
Bay # 19
Hollywood, FL 33020

PLEASE PAY THIS AMOUNT ▶▶▶▶

Make checks payable to: **Advanced Security, Inc.**

☐ Please check box if address is incorrect or has changed, and indicate change(s) on reverse side.

Have E-Mail? Please write it here: _____

Advanced Security, Inc.
6538 Blue Bay Circle
Lake Worth, FL 33467
561-357-0032

PLEASE DETACH AND RETURN TOP PORTION WITH PAYMENT

P.O. No.	Terms	Due Date	Rep	Project
	Net 15	4/27/2007	MM	

Item	Description	Qty	Rate	Amount
Fire Alarm In	Installation of a fire alarm to code. Drawings to reflect the additional devices requested by the Davie Fire Marshal.	1	2,000.00	2,000.00
Fire Alarm In	Installation of a fire alarm to code. Notifier smoke detectors and bases added by the Davie Fire Marshal.	4	150.00	600.00
Fire Alarm In	Installation of a fire alarm to code. Notifier modules required to shut down HVAC, (NOT ON DAVIE DRAWINGS).			
Fire Alarm In	Installation of a fire alarm to code. Remote test stations for Duct Detectors.			
Fire Alarm In	Installation of a fire alarm to code. Notifier modules required for elevator recall, (NOT ON DAVIE DRAWINGS).			

Thank you for your business.

THERE WILL BE A $35 CHARGE FOR ALL RETURNED CHECKS.
FOR BILLING INQUIRIES: 1-561-357-0032.

Subtotal	$ 2,600.00
Sales Tax (6.5%)	$0.00
Total	$ 2,600.00
Payments/Credits	$0.00
Balance Due	$ 2,600.00

CHANGE ORDER REQUEST SUMMARY

Project: Town of Davie Administration & Public Storage COR # 061001-0025

Labor

Labor Type	MHrs	$/Hr	Burden	Fringe	Tax	Total
Electricians	28	$55.00	$0.00	$0.00	$0.00	$1,540.00
					Subtotal	$1,540.00

Material

Material	Quantity	Cost	Tax	Total
Miscellaneous Electrical Material	1	$565.55	$33.93	$599.48
			Subtotal	$599.48

Subcontracts

Subcontractor	Description	Total
Advanced Security, Inc.	Fire Alarm Plan Revisions	$2,000.00
Advanced Security, Inc	Additional Fire Alarm Equipment	$600.00
Advanced Security, Inc	Additional labor and programing	$2,000.00
	Subtotal	$4,600.00

Total Cost	$2,139.48
Overhead	$213.95
Profit	$117.67
Subcontract	$4,600.00
Markup Subcontract	230.00
Total	$7,301.10

Detail by Entity Name

Florida Profit Corporation

SELDIN CONSTRUCTION CO., INC.

Filing Information

Document Number	180014
FEI Number	590998294
Date Filed	08/11/1954
State	FL
Status	ACTIVE
Effective Date	NONE

Principal Address

1391 SHOTGUN RD
SUNRISE FL 33326

Changed 05/13/2002

Mailing Address

1391 SHOTGUN RD
SUNRISE FL 33326

Changed 05/13/2002

Registered Agent Name & Address

SELDIN, JOEL PRES
1391 SHOTGUN RD
SUNRISE FL 33326

Name Changed: 02/12/2003

Address Changed: 04/05/2004

Officer/Director Detail

Name & Address

Title VPST

SELDIN, SEYMOUR
1391 SHOTGUN RD
SUNRISE FL 33326

Title P

SELDIN, JOEL
1391 SHOTGUN RD
SUNRISE FL 33326

TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Emilio DeSimone/954-797-1085

PREPARED BY: Emilio DeSimone/954-797-1085

SUBJECT: Resolution

AFFECTED DISTRICT: N/A

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 CPZ ARCHITECTS, INC. FOR MISCELLANEOUS ARCHITECTURAL SERVICES.

REPORT IN BRIEF: The Town solicited proposals for firms to provide continuing miscellaneous architectural services. The Town Council approved the selection of CPZ Architects, Inc. as one of two firms that the Town would be entering into contracts with by Resolution R-2007-99. Staff negotiated with CPZ Architects as directed by Resolution R-2007-99 and presents the attached contract for execution by the Mayor. This master contract will establish an hourly rate schedule that will be the basis of pricing for all projects. As work assignments are identified, the Public Works/Capital Projects Director or his designee will negotiate a Memorandum of Understanding defining the scope of work to be completed and the price for this work. All Memorandums of Understanding will be executed administratively. The initial term of this contract is two (2) years with options to extend the contract for an additional two (2) year term by mutual agreement of the parties. Contract extensions, if appropriate will be handled administratively by staff subject to budgetary approval by Town Council.

PREVIOUS ACTIONS: Resolution R-2007-99.

CONCURRENCES: This contract was negotiated by the Procurement Manager and the Public Works/Capital Projects Director. The contract has been reviewed by the Town Attorney's office.

FISCAL IMPACT: Yes

Has request been budgeted? Yes

If yes, expected cost: dependent on the number of work assignments

Account Name: Various Capital Improvement Program Accounts

RECOMMENDATION(S): Motion to approve the resolution.

Attachment(s): Resolution, Master Agreement, Corporation information, W9, Exhibit "A" Hourly Rates

RESOLUTION NO. _R-2007-_____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH CPZ ARCHITECTS, INC. FOR MISCELLANEOUS ARCHITECTURAL SERVICES.

WHEREAS, the Town Council approved the selection of CPZ Architects, Inc. to perform miscellaneous architectural services by Resolution R-2007-99; and

WHEREAS, staff negotiated a master contract with CPZ Architects, Inc. which establishes hourly rates to be charged for all projects; and

WHEREAS, as the need arises, CPZ Architects, Inc. 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 CPZ Architects, Inc. for miscellaneous architectural services which is attached hereto and identified as Attachment "A".

SECTION 2. The Town Council of the Town of Davie does hereby authorize the appropriate staff members to approve the Memorandum of Understanding for services which are derived from the rate structure of this master agreement and limited by the provisions of “continuing services” as defined by F.S.S. 287.055.

SECTION 3. The initial term is two (2) years with an option to extend the contract for an additional two (2) year term by mutual agreement of the parties. Contract extensions, if appropriate, will be handled administratively by staff subject to budgetary approval by the 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

AGREEMENT BETWEEN THE TOWN OF DAVIE
AND _CPZ ARCHITECTS, INC._
FOR MISCELLANEOUS ARCHITECTURAL 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

CPZ ARCHITECTS, INC.
4316 West Broward Boulevard
Plantation, FL. 33317

(hereafter referred to as "CORPORATION")

WHEREAS, the Town issued a Request for Proposal (B-07-16) for Miscellaneous Architectural Services; and

WHEREAS, the intent of the Town staff is to recommend multiple awards to the Town Council and establish a list of qualified firms; and

WHEREAS, the recommended firms will provide professional services for projects that do not exceed $1,000,000.00 in basic construction cost or $50,000.00 for a planning or study activity pursuant to the “continuing services” Section 287.055, Florida Statutes; and

WHEREAS, the Town Council approved staff’s recommendation by Resolution R-2007-99 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 two (2) 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 two (2) year terms upon the same terms, conditions and limitations imposed hereby.

Section 3. SCOPE OF SERVICES

3.01 CORPORATION acknowledges that its firm is on a list of architectural firms to be considered by the Town to provide professional services for projects that do not exceed $1,000,000.00 in basic construction cost or $50,000.00 for a planning or study activity pursuant to the “continuing services” Section 287.055, Florida Statutes.

3.02 CORPORATION will conduct services as outlined in the TOWN’S RFP B-04-80. CORPORATION will be required to provide experienced professional service in all architectural/engineering disciplines.

3.03 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.

3.04 CORPORATION will enter into a Memorandum of Understanding or Scope of Services letter 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 at an hourly rate, 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.

4.02 Should TOWN request services from CORPORATION, as a fixed fee, services shall be provided in accordance with an agreed upon lump sum fixed fee which will be included in the Memorandum of Understanding or Scope of Services letter. Those fixed fees shall be inclusive of all fees and expenses including travel and other direct expenses.

4.03 Reimbursable Expenses. Reimbursable expenses are in addition to compensation for the CORPORATION'S services and include expenses incurred by the CORPORATION and CORPORATION'S employees and consultants directly related to the Project, as identified in the following Clauses:

(a) reproductions, plots, standard form documents, postage, handling and delivery of Instruments of Service. However, reproductions, plots, standard form documents, postage, handling and delivery of Instruments of Service for the purpose of the CORPORATION'S internal checking and coordination within his / her firm or checking and coordination with their consultants shall not be reimbursable expenses.:

(b) renderings, models, and mock-ups requested by the TOWN:

(c) out of town travel and subsistence in connection with the project, only if approved in advance by the TOWN in writing

(d) geotechnical testing and soils reports, if authorized by the TOWN

(e) other similar direct Project-related expenditures as approved by the TOWN in advance.

(f) e-mails, FAX transmittals and telephone communications with the TOWN for the purpose of communicating regarding the work performed under this contract shall not be reimbursable.

4.04 Records of Reimbursable Expenses, of expenses pertaining to a Change in Services, and of services performed on the basis of hourly rates shall be submitted to the TOWN or the TOWN'S authorized representative along with billings for same.

4.05 Payments are due and payable thirty (30) days from the date of CORPORATION'S invoice. Payments shall be made per the requirements of the Florida Prompt Payment Act.

The CORPORATION may also choose to accept the TOWN'S Visa credit card for payment. This type of payment may be made immediately following acceptance by the TOWN.

Section 5. DUTIES AND RESPONSIBILITIES OF TOWN

5.01 Timely review and comment on all work product 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** in an amount not less than $1,000,000.00 per occurrence.

(b) **Worker's Compensation and Employer's Liability Insurance** for all employees of the CORPORATION engaged in work under the Agreement in accordance with the laws of the State of Florida. The CORPORATION shall agree to be responsible for the employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

(c) **Comprehensive General Liability Insurance** with the following minimum limits of liability:

$1,000,000.00 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence. Coverage shall specifically include the following minimum limits not less than those required for Bodily Injury Liability and Property Damage:

$500,000.00 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence:

1) Premises and Operations;
2) Independent Contractors;
3) Products and Completed Operations;
4) Broad Form Property Damage;

5) Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement in the Contract;

6) Personal Injury Coverage with employment and contractual exclusions removed and deleted; and

7) Explosion, collapse, underground coverage (X - C - U)

(d) Comprehensive Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by the CORPORATION in the performance of the work with the following minimum limits of liability:

$1,000,000.00 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence.

6.03 ALL LIABILITY INSURANCE POLICIES EXCEPT PROFESSIONAL LIABILITY INSURANCE 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. Professional Liability Insurance certificate shall list "Town of Davie" as "Certificate Holder". 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 CORPORATION agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Town, its officers, directors and employees (Collectively, Town) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the CORPORATION'S negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the CORPORATION is legally liable. 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.

13.02 CORPORATION'S work product shall comply with all applicable Codes including but not limited to the Florida Building Code, latest edition, the Town of Davie's Land Development Code, and all other applicable Codes and standards.

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:

Section 20. RESTRICTIONS TO PUBLIC ACCESS TO PROJECT PLANS

20.01 The CORPORATION shall be advised that public access to project plans is now restricted, and plans are no longer subject to public records requests, as per Florida Statute F.S.119.07(3)(ee) which states:

"(ee) *Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by an agency as defined in s.119.011 are exempt from the provisions of subsection (1) and s. 24(a), Art. I of the State Constitution. This exemption applies to building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or owned or operated by an agency before, on, or after the effective date of this act. Information made exempt by this paragraph may be disclosed to another governmental entity if disclosure is necessary for the receiving entity to perform its duties and responsibilities; to a licensed architect, engineer, or contractor who is performing work on or related to the building, arena, stadium, water treatment facility, or other structure owned or operated by an agency; or upon showing of good cause before a court of competent jurisdiction. The entities or persons receiving such information shall maintain the exempt status of the information. This paragraph is subject to the Open Government Sunset Review Act of 1995 in accordance with s. 119.15, and shall stand repealed on October 2, 2007, unless reviewed and re-enacted by the Legislature."*

Section 21 CHANGES IN SERVICES

21.01 Changes in Services of the CORPORATION, including services required of the CORPORATION'S consultants, may be accomplished after execution of the Memorandum of Understanding or Scope of Services letter, without invalidating the Memorandum of Understanding or Scope of Services letter, if mutually agreed in writing, if required by circumstances beyond the CORPORATION'S control, or if the CORPORATION'S services are affected as described as described below. In the absence of a mutual agreement in writing, the CORPORATION shall notify the TOWN prior to providing such services. If the TOWN deems that all or a part of such Change in Services is not required, the TOWN shall give prompt written notice to the CORPORATION, and the CORPORATION shall have no obligation to provide those services. Except for a change due to the fault of the CORPORATION and his / her consultants, changes in services to the CORPORATION shall entitle the CORPORATION to an adjustment in compensation. If any of the following circumstances affect the CORPORATION'S services for the project, the CORPORATION shall be entitled to an appropriate adjustment in the CORPORATION'S schedule and compensation:

(a). change in the instructions or approvals given by the TOWN that necessitate revisions in Instruments of Service;

(b) enactment or revision of codes, laws or regulations or official interpretations which necessitate changes to previously prepared Instruments of Service;

(c) decisions of the TOWN rendered in conflict with previously reviewed and approved work;

(d) significant changes in the project including, but not limited to, size, quality, complexity, the TOWN'S schedule or budget, or procurement method;

(e) failure of performance on the part of the TOWN or the TOWN'S consultants or contractors.

TOWN:	Procurement Manager Town of Davie 6591 Orange Drive Davie, Florida 33314
CORPORATION:	Chris P. Zimmerman, AIA CPZ Architects, Inc. 4316 West Broward Boulevard Plantation, FL. 33317

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:

_____

_____

_____
Corporation

_____
BY

_____
Title

Date: _____

ATTEST:

TOWN OF DAVIE, a Florida Municipal Corporation

_____
Russell Muniz
Town Clerk

_____
Tom Truex
Mayor

(Seal)

APPROVED AS TO FORM AND CORRECTNESS:

_____
Gary Shimun
Town Administrator

_____
Jim Cherof
Town Attorney

DATE: _____

Florida Profit Corporation

CPZ ARCHITECT, INC.

Filing Information

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Last Event	NAME CHANGE AMENDMENT
Event Date Filed	05/27/2003
Event Effective Date	NONE

Principal Address

4316 W BROWARD BLVD
PLANTATION FL 33317

Changed 05/01/2006

Mailing Address

4316 W BROWARD BLVD
PLANTATION FL 33317

Changed 05/01/2006

Registered Agent Name & Address

MODAS, DANIEL A
1215 SE 2 AVE #202
FT LAUDERDALE FL 33335 US

Officer/Director Detail

Name & Address

Title DP

ZIMMERMAN, CHRIS P
1961 SW 68 AVE
PLANTATION FL 33317

TLS, have you transmitted all R text files for this cycle update? ☐

Date

I.R.S. SPECIFICATIONS **TO BE REMOVED BEFORE PRINTING** **2**

INSTRUCTIONS TO PRINTERS
FORM W-9, PAGE 1 of 4
MARGINS: TOP 13mm (½"), CENTER SIDES. PRINTS: HEAD to HEAD
PAPER: WHITE WRITING, SUB. 20. INK: BLACK
FLAT SIZE: 216mm (8½") _ 279mm (11")
PERFORATE: (NONE)

DO NOT PRINT — DO NOT PRINT — DO NOT PRINT — DO NOT PRINT

Action	Date	Signature
O.K. to print		
Revised proofs requested		

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

Request for Taxpayer Identification Number and Cer tification

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

Name (as shown on your income tax return)
CPZ Architects, 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.)
4316 West Broward Boulevard

RequesterÕs name and address (optional)

City, state, and ZIP code
Plantation, Florida 33317

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
5 7 1 1 4 0 0 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** – Chris Zimmerman **Date** –

2006.03.08.14.52
Adobe.PPKMS

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 – Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called Òbackup withholding.Ó Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or

3. The IRS tells the requester that you furnished an incorrect TIN, or

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your social security card on the ÒNameÓ line. You may enter your business, trade, or Òdoing business as (DBA)Ó name on the ÒBusiness nameÓ line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner Õs name on the ÒNameÓ line. Enter the LLC Õs name on the ÒBusiness nameÓ line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for ÒOtherÓ and enter ÒLLCÓ in the space provided.

Other entities. Enter your business name as shown on required Federal tax documents on the ÒNameÓ line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the ÒBusiness nameÓ line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the ÒExempt from backup withholdingÓ box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneysÕ fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entityÕs EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov/online/ss-5.pdf* . You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses/* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write ÒApplied ForÓ in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing ÒApplied ForÓ means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. ÒOther paymentsÓ include payments made in the course of the requesterÕs trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that personÕs number must be furnished.

[2] Circle the minorÕs name and furnish the minorÕs SSN.

[3] You must show your individual name and you may also enter your business or ÒDBAÓ name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Exhibit "A"
Hourly Rates

Town of Davie,. Continuing Services

CPZ Architect's Project Number #0703
June 5, 2007

Staff	Hourly Rate
Project Principal	$150.00
Project Manager	$125.00
Architectural Technician	$100.00
Clerical	$75.00
Computer Graphics / Rendering	$110.00

Additional Items:

1. Above rates are for normal working hours from 8:00am to 5:00pm. If overtime hours are required and requested by the Client these rates will be increased by 1.5 times the rates shown above.
2. The above rates will be valid for a period one year from the date shown at the top of this page.
3. Charges for special services will be negotiated.

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: 1

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, SUPPORTING BROWARD COUNTY'S EFFORTS TO PURCHASE 1.3 ACRES OF VACANT OPEN SPACE, OTHERWISE KNOWN AS THE PINE ISLAND RIDGE ADDITION, CONSERVATION LAND SITE 403B; AND PROVIDING FOR AN EFFECTIVE DATE.

REPORT IN BRIEF: Since 2001, Broward County has been attempting to buy the Pine Island Ridge Addition, two parcels located on Pine Island Ridge, through its 2000 Safe Parks and Land Preservation program.. These parcels are located north of the Pine Island Ridge Environmentally Sensative Land. The County has purchased one parcel, identified as Conservation Land Site 403A but has been unsuccessful in purchasing the second parcel, identified as Conservation Land Site 403B. Conservation Land Site 403B is currently owned by Oak Knoll Land Holdings, LLC and listed as folio number 504117000018 by the Broward County Property Appraiser.

PREVIOUS ACTIONS: None

CONCURRENCES: None

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

Attachment(s): Resolution, Exhibit A: Site Map, Exhibit B: Broward County Documentation

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, SUPPORTING BROWARD COUNTY'S EFFORTS TO PURCHASE 1.3 ACRES OF VACANT OPEN SPACE, OTHERWISE KNOWN AS THE PINE ISLAND RIDGE ADDITION, CONSERVATION LAND SITE 403B; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Broward County voters approved the 2000 Safe Parks and Land Preservation Bond; and

WHEREAS, Broward County is trying to purchase Conservation Land Site 403B, otherwise known as the Pine Island Ridge Addition; and

WHEREAS, this site is the missing link in preserving the Pine Island Ridge Environmentally Sensitive Land area; and

WHEREAS, Town of Davie residents would benefit from this preservation of open space.

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 supports Broward County's effort to purchase the Pine Island Ridge Addition, Conservation Land Site 403B.

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

Exhibit A: Project Map

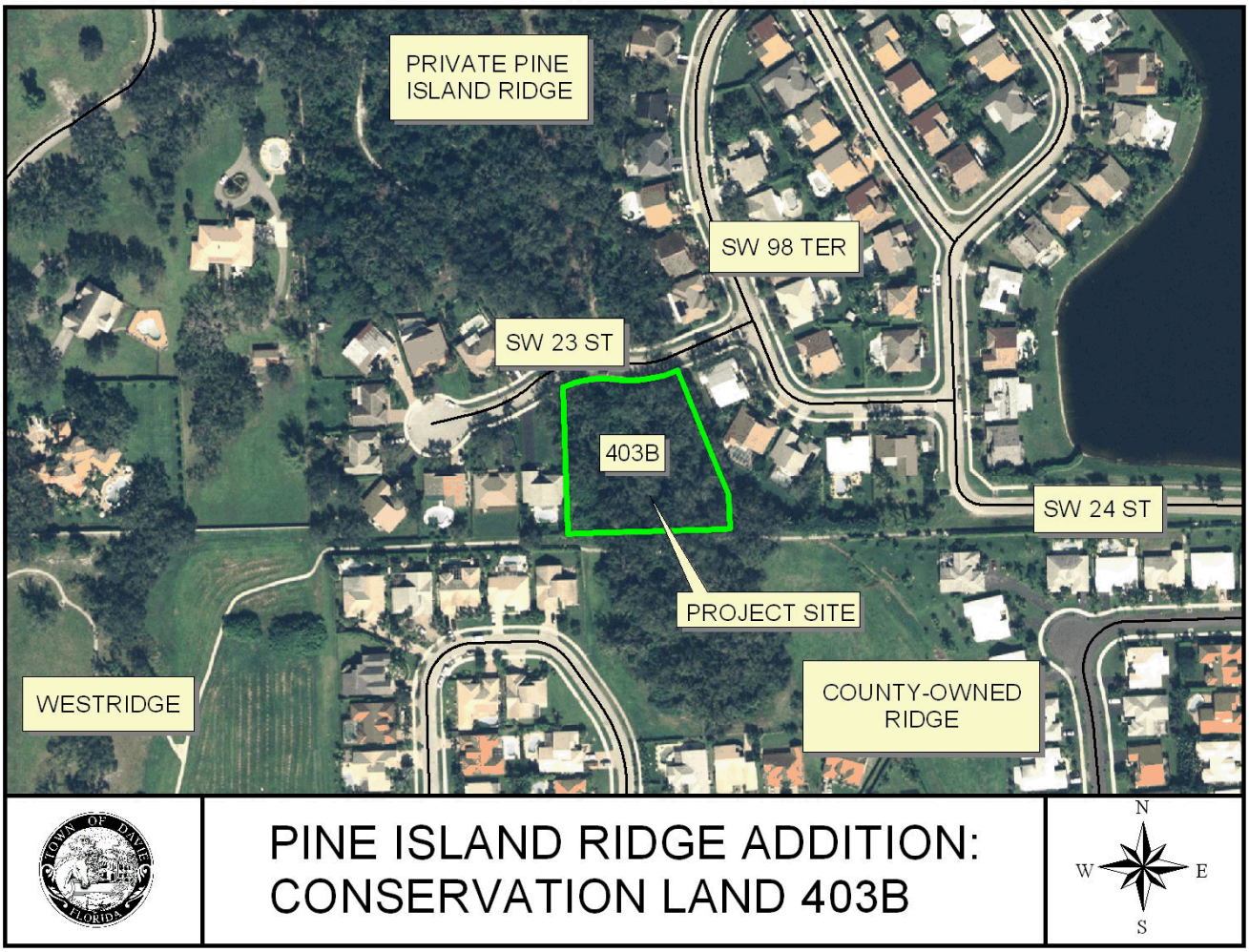

Exhibit B: Broward County Documentation

Broward County Board of County Commissioners

LAND PRESERVATION INVENTORIES OF CONSERVATION LANDS AND GREEN SPACES

Prepared on: 05/28/01

Site ID: 403A and 403B

Site Name: Pine Island Ridge Addition

Folio Number: 504117000017

Commissioner District: 4

Municipality: Unincorporated Broward County

Land Type: Conservation Land

Acres: Site 403A: 0.9; Site 403B: 1.3

Location: north of Nova Drive, east of Nob Hill Road

Summary of Ecological Assessment (see next page for a detailed ecological assessment and Table 1 for a species list): These sites are a portion of the same remnant oak hammock and represent an extension to the north of the Pine Island Ridge Environmentally Sensitive Land (ESL), a very characteristic geological formation which accounts for a marked physiographic variability in this area of Broward County. The understory has been partially invaded by exotic vegetation. On the other hand, the ecological restoration of the native community is feasible and should be pursued.

Development Pressure: unknown

Other Considerations: Staff recommends that these sites be purchased and managed in conjunction with the Pine Island Ridge ESL by Broward County Parks and Recreation Division.

Land Preservation Inventory

GENERAL INFORMATION

Site ID Number: 403B

Name: Pine Island Ridge Addition

Municipality: Unincorporated Broward County

Ownership: Private

Type: Conservation Land

Area: 1.33 acres

Dominant habitat type: 90 % Live oak hammock (FLUCCS: 427)

Codominant habitat type: 10 % Mixed exotic species (FLUCCS: 401)

Designation: none

SITE DESCRIPTION

Ecosystem-level analysis

Habitat diversity: one vegetative community on site; low physiographic variability

Presence of exotic species: 11-25% exotic species cover

Landscape-level analysis

Connectivity: high potential for connectivity to other green areas (parks, ESL's, golf courses, agriculture, conservation easements, etc.): adjacent to green areas or connected through greenways

Development pressure: surrounding properties are developed

Presence of infrastructure: infrastructure present

Management Issues

Trash/debris removal: 0.00 acres

Chemical treatment for woody exotic species: 0.00 acres

Site ID Number: 403B

Goals

Passive recreation	existing vehicular access, proximal to paved roads and populated areas, suitable for nature based or passive recreational opportunities
Aesthetic significance	the site is visible only from residential or low traffic roads
Educational significance	the site is not within walking distance from a public education facility

Dominant Vegetative Community: Live oak hammock (FLUCCS: 427)

Succession	represents a significant deviation from the native vegetative communities due to lack of viable regeneration or driving mechanisms (e.g. fire, hydrology)
Viable regeneration	5 to 10% live oak
Structural diversity	vegetative strata not well defined with signs of stress or disease, little regeneration, low occurrence of indicator species
Protected plant species	significant populations possible, due to habitat present Tillandsia spp.
Protected animal species	potential or occasional use but not conducive to nesting
Wildlife utilization	moderate evidence of wildlife utilization, with moderate food source, cover, and habitat diversity
Comprehensive ecological assessment	fair example of native Florida ecosystem; portions of the site are disturbed but indicator species are present; or very disturbed but rare species present

Additional Notes

none

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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: Tatiana Escobar, Staff Intern

SUBJECT: Application for Modification of Broward County Land Use Plan Flexibility Zone Boundaries for Flexibility Zones 101 and 102.

AFFECTED DISTRICT: District 2

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, TO REQUEST A MODIFICATION OF BROWARD COUNTY LAND USE PLAN FLEXIBILITY ZONE BOUNDARIES BETWEEN FLEXIBILITY ZONES 101 AND 102 IN ACCORDANCE WITH THE BROWARD COUNTY LAND USE PLAN AND THE ADMINISTRATIVE RULES DOCUMENT: BROWARD COUNTY LAND USE PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.

REPORT IN BRIEF: The Broward County Planning Council in its Administrative Rules Document: Broward County Land Use Plan allows the modification of flexibility zone boundaries proposed by the governing body of a municipality. The modification may be proposed to facilitate rational planning such as to conform to municipal boundaries among others. Currently, the Town of Davie has only four (4) parcels located in Flexibility Zone 101 that were overlooked when the flexibility zones were last updated in 1989. As a result, this flexibility zone boundary modification between Flexibility Zones 101 and 102 is proposed to correct the oversight, by including the four (4) previously annexed parcels (identified with folio Nos. 514104020010, 514104040010, 514104010091 and a small portion of 514104030021) into Flexibility Zone 102. The first parcel was annexed into the Town of Davie in September of 1984, while the remaining (3) parcels were annexed into the Town prior to 1981. The proposed modification to the flexibility zone boundaries would be consistent with the existing municipal boundaries of the Town of Davie.

The flexibility zone boundaries modification will be adopted, modify or denied by the County Commission after receiving a Broward County Planning Council recommendation. This application for modification is also consistent with the additional requirements requested by the Administrative Rules Document, Broward County Land Use, as to not cause a substantial adverse effect upon neighboring jurisdictions, and be consistent with the goals, objectives and policies of the Broward county Land Use Plan.

As a result of this modification, thirty five (35) acres of land, which according to the Future Land Use represent thirty five residential units, will be transferred from Flexibility Zone 101 to Flexibility Zone 102. There will be no changes in the amount of reserve or flexibility units currently available to those Flexibility Zones. According to the Administrative Rules Document, "the local land use plan may permit

up to five percent (5%) of the area designated for residential use on the Broward County Land Use Plan within a flexibility zone to be used for neighborhood office and/or retail sales of merchandise or services." The total acreage for Flexibility Zone 101 is 35 acres of residential use, out of which five percent (0.5%) or 1.75 acres, can be allocated to allow commercial flexibility. Those 1.75 acres will be transferred and added to the current 72.144 acres remaining in Flexibility Zone 102 for a total of 73.894 acres.

PREVIOUS ACTIONS:

CONCURRENCES:

FISCAL IMPACT: not applicable

RECOMMENDATION(S): Staff finds the subject application complete and suitable for transmittal to Town Council for further consideration.

Attachment(s): Resolution

Flexibility zone maps, existing and proposed

Flexibility zone 101 & 102 tables existing and proposed

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, TO REQUEST A MODIFICATION OF BROWARD COUNTY LAND USE PLAN FLEXIBILITY ZONE BOUNDARIES BETWEEN FLEXIBILITY ZONES 101 AND 102 IN ACCORDANCE WITH THE BROWARD COUNTY LAND USE PLAN AND THE ADMINISTRATIVE RULES DOCUMENT: BROWARD COUNTY LAND USE PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Davie desires to correct an oversight to include four (4) parcels annexed to the Town of Davie previously to 1984 into Flexibility Zone 102; and

WHEREAS, the modification of zone boundaries for Flexibility Zones 101 and 102 will be consistent with the Broward County Land Use Plan and the Administrative Rules Document: Broward County Land Use Plan; and

WHEREAS, the proposed modification facilitates rational planning by conforming to the municipal boundaries of the Town of Davie.

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

SECTION 1. The boundaries of Flexibility Zone 102 are hereby amended to include the parcels identified with the following folio numbers: 514104020010, 514104040010, 514104010091 and a small portion of 514104030021 as shown on Map 1, attached hereto and made a part hereof.

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

PASSED AND ADOPTED THIS ____DAY OF _____, 2007

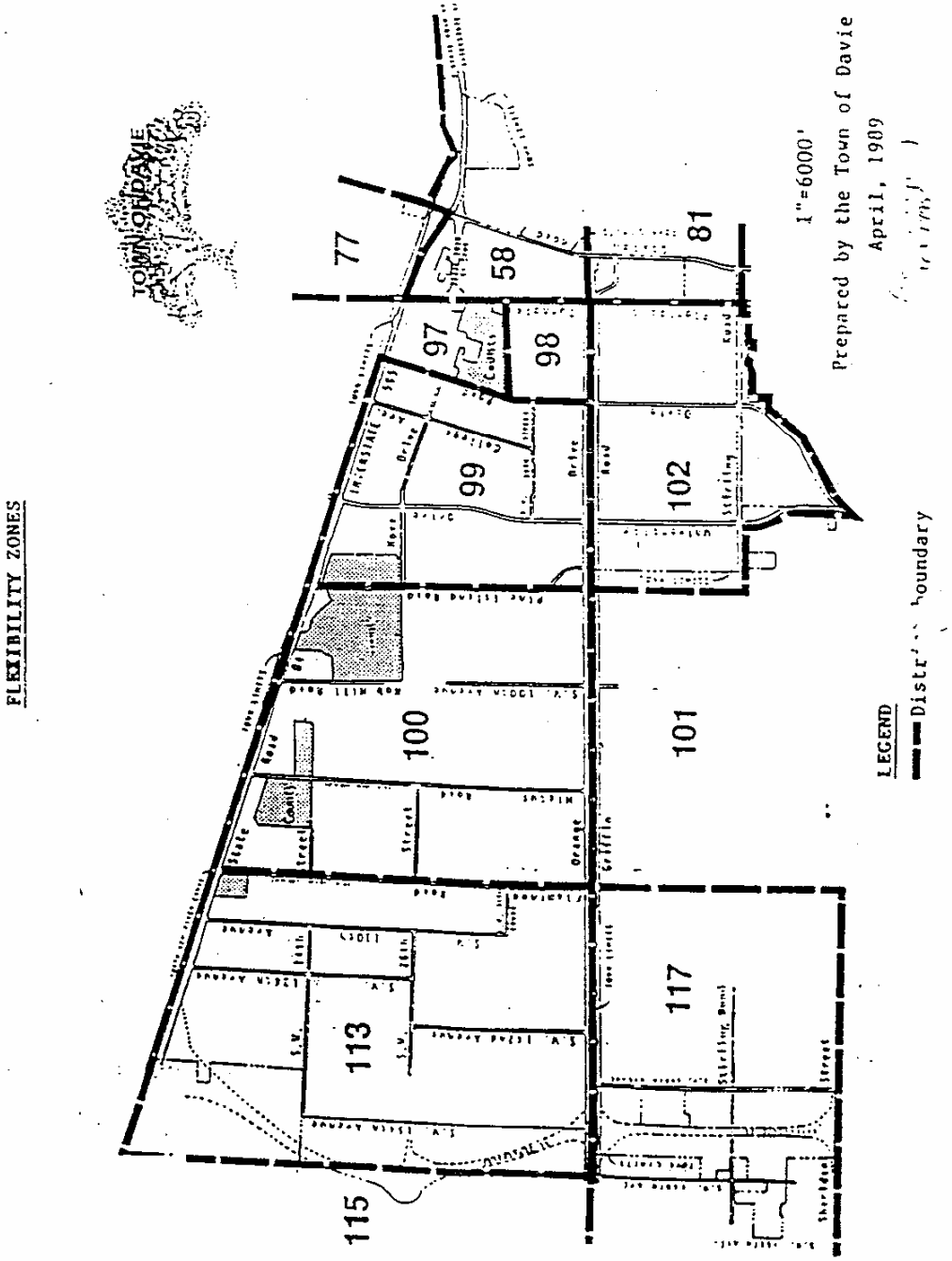
_____
MAYOR/COUNCILMEMBER

Attest:

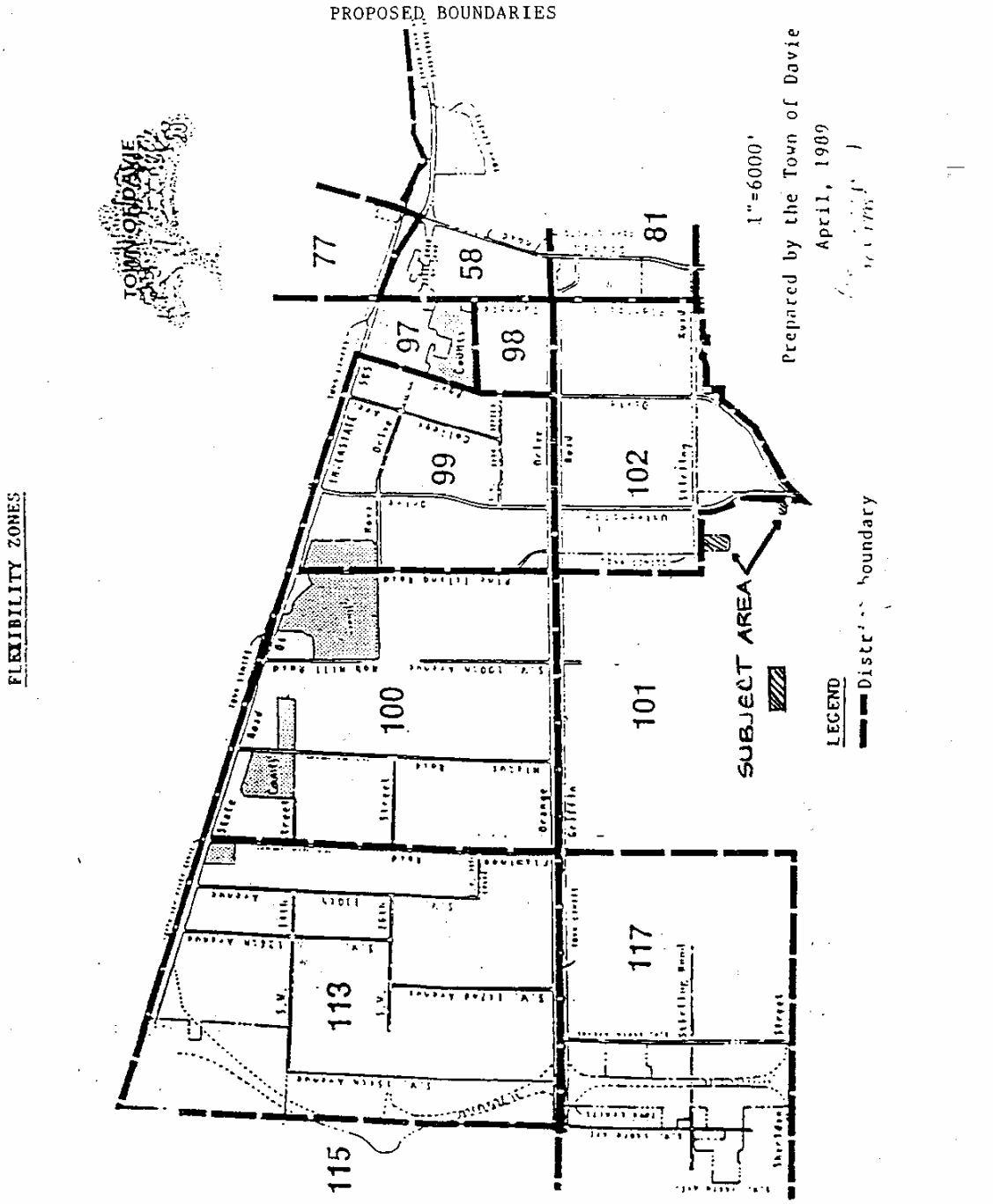
_____
TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2007.

EXISTING BOUNDARIES



FLEXIBILITY ZONES


PROPOSED BOUNDARIES
FLEXIBILITY ZONES
TOWN OF DAVIE
77
58
81
97
98
99
102
100
101
113
117
115
SUBJECT AREA
LEGEND
1"=6000'
Prepared by the Town of Davie
April, 1989

FLEX ZONE 101

LAND USE	TOTAL ACRES	FLEX ACRES ASSIGNED PER YEARS 2004-6	TOTAL FLEX ACRES ASSIGNED	ACRES REMANING
RESIDENTIAL	35	0	0	1.75
INDUSTRIAL	0	0	0	0
EMPLOYMENT	0	0	0	0
CENTER				

FLEX ZONE 102

LAND USE	TOTAL ACRES	FLEX ACRES ASSIGNED PER YEARS 2004-6	TOTAL FLEX ACRES ASSIGNED	ACRES REMANING
RESIDENTIAL	1955.17	4.436	26.946	72.144
INDUSTRIAL	18	0	0	3.6
EMPLOYMENT	0	0	0	0
CENTER				

ZB 4-2-02 (LAURENCE MAUER) 0.61 ACRES 5% RESIDENTIAL TO COMMERCIAL FLEX (ORD2002-023)
ZB 12-2-03 (LAKESIDE VILLAGE) 4.436 ACRES 5% RESIDENTIAL TO COMMERCIAL FLEX (ORD2004-34)

EXISTING TABLE

FLEX ZONE 101

LAND USE	TOWN UNITS	COUNTY UNITS	TOWN ACRES	COUNTY ACRES
RESIDENTIAL CATEGORIES				
Residential	35	35		
RESIDENTIAL TOTALS	**35**	**35**		
2% Reserve	-1			
Flexibility Units	0			
NON-RESIDENTIAL CATEGORIES				
Commercial			0	0
Industrial			0	0
Transportation			0	0
Recreation/Open Space			0	0
Conservation			0	0
Commercial Recreation			0	0
Regional Activity Center			0	0
Utility			0	0
Community Facility			0	0
NON-RESIDENTIAL TOTALS			**0**	**0**
TOTALS	**35**	**35**	**0**	**0**

Note: Acreage shown for the Town includes those areas designated Commercial and Commerce / Office

EXISTING TABLE

FLEX ZONE 102

LAND USE	TOWN UNITS	COUNTY UNITS	TOWN ACRES	COUNTY ACRES
RESIDENTIAL CATEGORIES				
Residential	7641	7795		
RESIDENTIAL TOTALS	**7641**	**7795**		
2% Reserve	37			
Flexibility Units	101			
NON-RESIDENTIAL CATEGORIES				
Commercial			569.42	575.42
Industrial			18	18
Transportation			14.4	14.4
Recreation/Open Space			34.8	34.8
Conservation			0	0
Commercial Recreation			0	0
Regional Activity Center			78	0
Utility			21.3	78
Community Facility			59.99	57.19
NON-RESIDENTIAL TOTALS			**795.91**	**777.81**
TOTALS	**7641**	**7795**	**795.91**	**777.81**

Note: Results form LABC 96-2/BC 97-7 (Sunny Lakes); 15.7 ac of R-5 to 8.0 ac Residential-Office (Town) Employment Center (County) and 7.7 ac Commercial for a decrease of 78.5 d.u. by Ordinance 97-039. Additionally, 1 residential reserve unit was assigned as a bonus sleeping room for a special residential facility.

Note: LA(SS) 00-4A, (Hidden Cove) allocated 36 Flexibility Units by Ordinance 2001-010.

Note: LA 01-2A, 20.89 acre parcel of Commercial land recently identified within the Town of Davie boundaries by Ordinance 2002-002

Note: ZB 5-1-02 (Jerry Seligman) allocated 2 of the 103 Flexibility Units by Ordinance 2002-24

Note: FX 3-1-03, (Country Western Village) allocated 26 of 141 Reserve Units by Resolution 2003-254.

Note: FX 9-1-05, (Saddle Bridge) allocated 78 of 115 Reserve Units by Resolution xxx- 2007

Note: Acreage shown for the Town includes those areas designated Commercial and Commerce/Office

PROPOSED TABLES

FLEX ZONE 101

LAND USE	TOTAL ACRES	FLEX ACRES ASSIGNED YEAR 2007	TOTAL FLEX ACRES ASSIGNED	ACRES REMANING
RESIDENTIAL	0	0	0	0
INDUSTRIAL	0	0	0	0
EMPLOYMENT	0	0	0	0
CENTER				

RESIDENTIAL ACRES DECREASED BY 35 DUE TO MODIFICATION IN THE FLEX ZONE BOUNDARIES WITH FLEXIBILITY ZONE 101

FLEX ZONE 102

LAND USE	TOTAL ACRES	FLEX ACRES ASSIGNED YEAR 2007	TOTAL FLEX ACRES ASSIGNED	ACRES REMANING
RESIDENTIAL	1990.17	0	26.946	73.894
INDUSTRIAL	18	0	0	3.6
EMPLOYMENT	0	0	0	0
CENTER				

ZB 4-2-02 (LAURENCE MAUER) 0.61 ACRES 5% RESIDENTIAL TO COMMERCIAL FLEX (ORD2002-023)
ZB 12-2-03 (LAKESIDE VILLAGE) 4.436 ACRES 5% RESIDENTIAL TO COMMERCIAL FLEX (ORD2004-34)
RESIDENTIAL ACRES INCREASED BY 35 DUE TO MODIFICATION IN THE FLEX ZONE BOUNDARIES WITH FLEXIBILITY ZONE 101

PROPOSED TABLE

FLEX ZONE 101

LAND USE	TOWN UNITS	COUNTY UNITS	TOWN ACRES	COUNTY ACRES
RESIDENTIAL CATEGORIES				
Residential	0	0		
RESIDENTIAL TOTALS	**0**	**0**		
2% Reserve	0			
Flexibility Units	0			
NON-RESIDENTIAL CATEGORIES				
Commercial			0	0
Industrial			0	0
Transportation			0	0
Recreation/Open Space			0	0
Conservation			0	0
Commercial Recreation			0	0
Regional Activity Center			0	0
Utility			0	0
Community Facility			0	0
NON-RESIDENTIAL TOTALS			**0**	**0**
TOTALS	**0**	**0**	**0**	**0**

Note: Acreage shown for the Town includes those areas designated Commercial and Commerce / Office

Note: Residential Units decreased by 35 as a result of a modification of boundaries with Flexibility Zone 101

TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Mark A. Kutney, Developmnet Servcies Director, 954-797-1101

PREPARED BY: Marcie O. Nolan, Acting Planning and Zoning Manager

SUBJECT: Resolution, Joint Participation Agremerenbt (JPA) with the Florida Department of Transportation (FDOT) for the installation of interactive signage throughout the NSU campus

AFFECTED DISTRICT: Mayor and District 2

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA AUTHORIZING THE MAYOR AND THE TOWN ADMINISTRATOR TO ENTER INTO AN AGREEMENT BETWEEN THE TOWN OF DAVIE AND THE FLORIDA DEPARTMENT OF TRANSPORTATION TO CONSTRUCT A FEDERALLY FUNDED MASTER SIGNAGE PLAN BY THE TOWN OF DAVIE; TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURES TO SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

REPORT IN BRIEF: The Town of Davie has been working with Nova Southeastern University to increase transit ridership throughout the NSU campus. One strategy is to increase the visibility of transit routes and transit timetables through additional transit signage and kiosks. The Town, on behalf of NSU has secured a grant to fund a portion of the costs associated with the signs and kiosks. The proposed signs include interactive signs identifying transit route information as well as emergency information, as needed. These signs and kiosks are to be located at key transit locations throughout the NSU campus.

The Joint Participation Agreement (JPA), before Town Council, will allow the Town to construct and install the master signage on behalf of the Florida Department of Transportation and be reimbursed for the associated costs. As a requirements of the JPA, the Town agrees top abide by all the rules and regulations of the Federal government on construction projects. The JPA also specified the amount of monies to be expended by the Town in the construction of the project (maximum of $150,000).

As this grant has been entered into on behalf of NSU, a sub-agreement between the Town and NSU is required. The sub-agreement has been drafted and is attached as an exhibit. In addition, the sub-agreement ensures that NSU follows all the requirements that are applicable to the Town through the acceptance of the grant monies. The sub-agreement also ensures the Town will be reimbursed for the cost of any staff time expended in the execution of the grant.

PREVIOUS ACTIONS: The Town Council approved entering into this agreement on behalf of NSU at the May 16, 2007 Town Council meeting.

CONCURRENCES:

FISCAL IMPACT: Yes

Has request been budgeted? No

If yes, expected cost: $

Account Name:

If no, amount needed: $150,000

What account will funds be appropriated from: 001-0403-515-03-06 (or other appropriate expenditure account)

Additional Comments: This money will be recognized as both a revenue and expenditure at the next budget amendment hearing.

RECOMMENDATION(S): Staff finds the subject application complete and suitable for transmittal to Town Council for further consideration.

Attachment(s): Resolution, Joint Participation Agreement, Sub-agreement

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA AUTHORIZING THE MAYOR AND THE TOWN ADMINISTRATOR TO ENTER INTO AN AGREEMENT BETWEEN THE TOWN OF DAVIE AND THE FLORIDA DEPARTMENT OF TRANSPORTATION TO CONSTRUCT A FEDERALLY FUNDED MASTER SIGNAGE PLAN BY THE TOWN OF DAVIE; TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURES TO SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The Town of Davie desires to improve transit options within the Regional Activity Center; and

WHEREAS, The Town of Davie has been working with Nova Southeastern University to improve transit use throughout the campus; and

WHEREAS, the Town desires to expedite construction of the master signage plan through approval of a Joint Participation Agreement (JPA); and

WHEREAS, the Town agrees to construct the master signage in accordance with FDOT requirements.

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 authorize the Mayor and Town Administrator to enter into an Agreement, attached hereto as Exhibit "A", between The Town of Davie and the Florida Department of Transportation.

SECTION 2. The Town Administrator is authorized to make and accept future modifications to the agreement as may be necessary.

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 TRANSPORTATION JOINT PARTICIPATION AGREEMENT

Financial Project No.: 42277819401 (item-segment-phase-sequence)	Fund: DS	FLAIR Approp.: 088809
	Function: 683	FLAIR Obj.: 750098
Contract No.:	Federal No.:	Org. Code: 55042010429
CFDA Number:	DUNS No.:	Vendor No.: VF596046527017
	CSFA Number: 55014	

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter referred to as the Department, and Town of Davie 6591 Orange Avenue, Davie, FL 33314-3399 hereinafter referred to as Agency. The Department and Agency agree that all terms of this Agreement will be completed on or before January 2, 2009 and this Agreement will expire unless a time extension is provided in accordance with Section 18.00.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into said Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under 341 Florida Statutes, to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is to provide intermodal funds to the Town of Davie for the construction of transit signage and kiosks at Nova Southeastern University.

and as further described in Exhibit(s) A,B,C,D attached hereto and by this reference made a part hereof, hereinafter referred to as the project, and to provide Departmental financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

2.00 Accomplishment of the Project

2.10 General Requirements: The Agency shall commence, and complete the project as described in Exhibit "A" attached hereto and by this reference made a part hereof this Agreement, with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws.

2.20 Pursuant to Federal, State, and Local Law: In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.30 Funds of the Agency: The Agency shall initiate and prosecute to completion all proceedings necessary including federal aid requirements to enable the Agency to provide the necessary funds for completion of the project.

2.40 Submission of Proceedings, Contracts and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts and other documents relating to the project as the Department may require as listed in Exhibit "C" attached hereto and by this reference made a part hereof.

3.00 Project Cost: The total estimated cost of the project is $ 434,000 . This amount is based upon the estimate summarized in Exhibit "B" attached hereto and by this reference made a part hereof this Agreement. The Agency agrees to bear all expenses in excess of the total estimated cost of the project and any deficits involved.

4.00 Department Participation: The Department agrees to maximum participation, including contingencies, in the project in the amount of $ 150,000 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total project cost shown in Exhibit "B", whichever is less.

4.10 Project Cost Eligibility : Project costs eligible for State participation will be allowed only from the effective date of this agreement. It is understood that State participation in eligible project costs is subject to:

(a) Legislative approval of the Department's appropriation request in the work program year that the project is scheduled to be committed;

(b) Availability of funds as stated in Section 17.00 of this Agreement;

(c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement;

(d) Department approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available.

4.20 Front End Funding : Front end funding ○ is ○ is not applicable. If applicable, the Department may initially pay 100% of the total allowable incurred project costs up to an amount equal to its total share of participation as shown in paragraph 4.00.

5.00 Retainage : Retainage ○ is ◉ is not applicable. If applicable, _____ percent of the Department's total share of participation as shown in paragraph 4.00 is to be held in retainage to be disbursed, at the Department's discretion, on or before the completion of the final project audit.

6.00 Project Budget and Payment Provisions:

6.10 The Project Budget: A project budget shall be prepared by the Agency and approved by the Department. The Agency shall maintain said budget, carry out the project and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved budget for the project. No budget increase or decrease shall be effective unless it complies with fund participation requirements established in Section 4.00 of this Agreement and is approved by the Department Comptroller.

6.20 Payment Provisions: Unless otherwise allowed under Section 4.20, payment will begin in the year the project or project phase is scheduled in the work program as of the date of the agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice.

7.00 Accounting Records:

7.10 Establishment and Maintenance of Accounting Records: The Agency shall establish for the project, in conformity with requirements established by Department's program guidelines/procedures and "Principles for State and Local Governments", separate accounts to be maintained within its existing accounting system or establish independent accounts. Such accounts are referred to herein collectively as the "project account". Documentation of the project account shall be made available to the Department upon request any time during the period of the Agreement and for three years after final payment is made.

7.20 Funds Received Or Made Available for The Project: The Agency shall appropriately record in the project account, and deposit in a bank or trust company which is a member of the Federal Deposit Insurance Corporation, all payments received by it from the Department pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the project, which Department payments and other funds are herein collectively referred to as "project funds". The Agency shall require depositories of project funds to secure continuously and fully all project funds in excess of the amounts insured under federal plans, or under State plans which have been approved for the deposit of project funds by the Department, by the deposit or setting aside of collateral of the types and in the manner as prescribed by State Law for the security of public funds, or as approved by the Department.

7.30 Costs Incurred for the Project: The Agency shall charge to the project account all eligible costs of the project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

7.40 Documentation of Project Costs: All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

7.50 Checks, Orders, and Vouchers: Any check or order drawn by the Agency with respect to any item which is or will be chargeable against the project account will be drawn only in accordance with a properly signed voucher then on file in the office of the Agency stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents.

7.60 Audit Reports: In addition to the requirements below, the Agency agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department, including but not limited to site visits and limited scope audits. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the State Comptroller or Auditor General. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of three years from the date the audit report is issued, and shall allow the Department access to such records and working papers upon request. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official.

The Agency shall comply with all audit and audit reporting requirements as specified in Exhibit "D" attached hereto and by this reference made a part hereof this Agreement.

7.61 Monitoring: In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, (see "Audits" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, and/or other procedures. The Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Agency is appropriate, the Agency agrees to comply with any additional instructions provided by the Department staff to the Agency regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by FDOT's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

7.62 Audits:

Part I Federally Funded: If the Agency is a state, local government, or non-profit organizations as defined in OMB Circular A-133 and a recipient of federal funds, the following annual audit criteria will apply:

1. In the event that the recipient expends $500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit "D" to this agreement indicates Federal resources awarded through the Department by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, Paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133.

3. If the recipient expends less than the amount in Part I, Paragraph 1., an audit conducted in accordance with the provisions of OMB Circular A-133, is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from resources obtained from other than Federal entities.

4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

Part II State Funded: If the Agency is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, and a recipient of state funds, the following annual audit criteria will apply:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "D" to this agreement indicates state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, Paragraph 1., the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than the amount in Part II, Paragraph 1., such audit is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from the recipient's resources obtained from nonstate entities.

4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

Part III Other Audit Requirements

1. The Agency shall follow-up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

2. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Department, the Department Comptroller, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

Part IV Report Submission

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Section 7.621 of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, by or on behalf of the recipient directly to each of the following:

   A. The Department at each of the following addresses:

   FDOT D-4 Office of Modal Development
   3400 W. Commercial Blvd.
   Fort Lauderdale, FL 33309-3412

   B. The number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, submitted to the following address:

   Federal Audit Clearinghouse
   Bureau of the Census
   1201 East 10th Street
   Jeffersonville, IN 47132

   C Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133.

2. In the event that a copy of the reporting package for an audit required by Section 7.621 of this Agreement and conducted in accordance with OMB Circular A-133 is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

   FDOT D-4 Office of Modal Development
   3400 W. Commercial Blvd.
   Fort Lauderdale, FL 33309-3412

   In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, and any management letters issued by the auditor, to the Department at each of the following addresses:

   FDOT D-4 Office of Modal Development
   3400 W. Commercial Blvd.
   Fort Lauderdale, FL 33309-3412

3. Copies of financial reporting packages required by Section 7.622 of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:

   A. The Department at each of the following addresses:

   FDOT D-4 Office of Modal Development
   3400 W. Commercial Blvd.
   Fort Lauderdale, FL 33309-3412

   B. The Auditor General's Office at the following address:

   Auditor General's Office
   Room 401, Pepper Building
   111 West Madison Street
   Tallahassee, Florida 32399-1450

4. Copies of reports or the management letter required by Section 7.623 of this Agreement shall be submitted by or on behalf of the recipient directly to:

   A. The Department at each of the following addresses:

   FDOT D-4 Office of Modal Development
   3400 W. Commercial Blvd.
   Fort Lauderdale, FL 33309-3412

5. Any reports, management letter, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Section 215.97, Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

7.63 Record Retention: The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO or Auditor General access to such records upon request. The Agency shall ensure that the independent audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

7.64 Other Requirements: If an audit discloses any significant audit findings related to any award, including material noncompliance with individual project compliance requirements or reportable conditions in internal controls of the Agency, the Agency shall submit as part of the audit package to the Department a plan for corrective action to eliminate such audit findings or a statement describing the reasons that corrective action is not necessary. The Agency shall take timely and appropriate corrective action to any audit findings, recommendations, and corrective action plans.

7.65 Insurance: Execution of this Joint Participation Agreement constitutes a certification that the Agency has and will maintain the ability to repair or replace any project equipment or facilities in the event of loss or damage due to any accident or casualty for the useful life of such equipment or facilities. In the event of the loss of such equipment or facilities, the Agency shall either replace the equipment or facilities or reimburse the Department to the extent of its interest in the lost equipment or facility. In the event this Agreement is for purchase of land or for the construction of infrastructure such as airport runways the Department may waive or modify this section.

8.00 Requisitions and Payments:

8.10 Action by the Agency: In order to obtain any Department funds, the Agency shall file with the Department of Transportation, District 4 Public Transportation Office 3400 W. Commercial Blvd., Ft. Lauderdale, FL, 33309-3421 its requisition on a form or forms prescribed by the Department, and any other data pertaining to the project account (as defined in Paragraph 7.10 hereof) to justify and support the payment requisitions.

8.11 Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

8.12 Invoices for any travel expenses shall be submitted in accordance with Chapter 112.061, F.S. The Department may establish rates lower than the maximum provided in Chapter 112.061, F.S.

8.13 For real property acquired, submit;

(a) the date the Agency acquired the real property,
(b) a statement by the Agency certifying that the Agency has acquired said real property, and actual consideration paid for real property.
(c) a statement by the Agency certifying that the appraisal and acquisition of the real property together with any attendant relocation of occupants was accomplished in compliance with all federal laws, rules and procedures required by any federal oversight agency and with all state laws, rules and procedures that may apply to the Agency acquiring the real property.

8.20 The Department's Obligations: Subject to other provisions hereof, the Department will honor such requisitions in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment on the project if:

8.21 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

8.22 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement, or payments to the project;

8.23 Approval by Department: The Agency shall have taken any action pertaining to the project which, under this agreement, requires the approval of the Department or has made related expenditures or incurred related obligations without having been advised by the Department that same are approved;

8.24 Conflict of Interests: There has been any violation of the conflict of interest provisions contained herein; or

8.25 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

8.26 Federal Participation (If Applicable): Any federal agency providing federal financial assistance to the project suspends or terminates federal financial assistance to the project. In the event of suspension or termination of federal financial assistance, the Agency will reimburse the Department for all disallowed costs.

8.30 Disallowed Costs: In determining the amount of the payment, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement, costs which are not provided for in the latest approved budget for the project, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8.40 Payment Offset: If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this agreement, the Department may offset such amount from payments due for work or services done under any public transportation joint participation agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting amounts shall not be considered a breach of contract by the Department.

9.00 Termination or Suspension of Project:

9.10 Termination or Suspension Generally: If the Agency abandons or, before completion, finally discontinues the project; or if, by reason of any of the events or conditions set forth in Sections 8.21 to 8.26 inclusive, or for any other reason, the commencement, prosecution, or timely completion of the project by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department will, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement.

9.11 Action Subsequent to Notice of Termination or Suspension. Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as project costs; and (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Agency or the closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

9.12 The Department reserves the right to unilaterally cancel this Agreement for refusal by the contractor or Agency to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S. and made or received in conjunction with this Agreement.

10.00 Remission of Project Account Upon Completion of Project: Upon completion of the project, and after payment, provision for payment, or reimbursement of all project costs payable from the project account is made, the Agency shall remit to the Department its share of any unexpended balance in the project account.

11.00 Audit and Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the project.

12.00 Contracts of the Agency:

12.10 Third Party Agreements: Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department joint participation funds, including consultant, construction or purchase of commodities contracts or amendments thereto, with any third party with respect to the project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department as provided in Section 8.23. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

12.20 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Chapter 287, F.S., Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all contracts. In all cases, the Agency's Attorney shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

12.30 Disadvantaged Business Enterprise (DBE) Policy and Obligation:

12.31 DBE Policy: It is the policy of the Department that disadvantaged business enterprises as defined in 49 CFR Part 26, as amended, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of 49 CFR Part 26, as amended, apply to this Agreement.

12.32 DBE Obligation: The Agency and its contractors agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26, as amended, have the maximum opportunity to participate in the performance of contracts and this Agreement. In this regard, all recipients, and contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Grantees, recipients and their contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department assisted contracts.

12.40 The Agency agrees to report any reasonable cause notice of noncompliance based on 49 CFR Part 26 filed under this section to the Department within 30 days of receipt by the Agency.

13.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

13.10 Equal Employment Opportunity: In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin. The Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

13.20 Title VI - Civil Rights Act of 1964: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et. seq.), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

13.30 Title VIII - Civil Rights Act of 1968: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968, 42 USC 3601,et seq., which among other things, prohibits discrimination in housing on the basis of race, color, national origin, creed, sex, and age.

13.40 Americans with Disabilities Act of 1990 (ADA): Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by the ADA (42 U.S.C. 12102, et. seq.), the regulations of the federal government issued thereunder, and the assurance by the Agency pursuant thereto.

13.50 Prohibited Interests: The Agency shall not enter into a contract or arrangement in connection with the project or any property included or planned to be included in the project, with any officer, director or employee of the Agency, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.

"Material Interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity.

The Agency shall not enter into any contract or arrangement in connection with the project or any property included or planned to be included in the project, with any person or entity who was represented before the Agency by any person who at any time during the immediately preceding two years was an officer, director or employee of the Agency.

The provisions of this subsection shall not be applicable to any agreement between the Agency and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Agency and an agency of state government.

13.60 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

14.00 Miscellaneous Provisions:

14.10 Environmental Pollution: Execution of this Joint Participation Agreement constitutes a certification by the Agency that the project will be carried out in conformance with all applicable environmental regulations including the securing of any applicable permits. The Agency will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred in connection therewith.

14.20 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any party other than the Agency.

14.30 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Agency, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

14.40 How Agreement Is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

14.50 Bonus or Commission: By execution of the Agreement the Agency represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

14.60 State or Territorial Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law: Provided, that if any of the provisions of the Agreement violate any applicable State law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

14.70 Use and Maintenance of Project Facilities and Equipment: The Agency agrees that the project facilities and equipment will be used by the Agency to provide or support public transportation for the period of the useful life of such facilities and equipment as determined in accordance with general accounting principles and approved by the Department. The Agency further agrees to maintain the project facilities and equipment in good working order for the useful life of said facilities or equipment.

14.71 Property Records: The Agency agrees to maintain property records, conduct physical inventories and develop control systems as required by 49 CFR Part 18, when applicable.

14.80 Disposal of Project Facilities or Equipment: If the Agency disposes of any project facility or equipment during its useful life for any purpose except its replacement with like facility or equipment for public transportation use, the Agency will comply with the terms of 49 CFR Part 18 relating to property management standards. The Agency agrees to remit to the Department a proportional amount of the proceeds from the disposal of the facility or equipment. Said proportional amount shall be determined on the basis of the ratio of the Department financing of the facility or equipment as provided in this Agreement.

14.90 Contractual Indemnity: To the extent provided by law, the Agency shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Agency, its agents, or employees, during the performance of the Agreement, except that neither the Agency, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.

When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the Agency in the defense of the claim or to require that the Agency defend the Department in such claim as described in this section. The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Agency. The Department and the Agency will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

15.00 Plans and Specifications: In the event that this Agreement involves the purchasing of capital equipment or the constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the project and comments or recommendations concerning any remainder of the project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval with said remainder of the project. Failure to obtain this written approval shall be sufficient cause for nonpayment by the Department as provided in 8.23.

16.00 Project Completion, Agency Certification: The Agency will certify in writing on or attached to the final invoice, that the project was completed in accordance with applicable plans and specifications, is in place on the Agency facility, that adequate title is in the Agency and that the project is accepted by the Agency as suitable for the intended purpose.

17.00 Appropriation of Funds:

17.10 The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

17.20 Multi-Year Commitment: In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Chapter 339.135(6)(a), F.S., are hereby incorporated: "(a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of 25,000 dollars and which have a term for a period of more than 1 year."

18.00 Expiration of Agreement: The Agency agrees to complete the project on or before 1/2/2009. If the Agency does not complete the project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the District Director of Transportation Development. Expiration of this Agreement will be considered termination of the project and the procedure established in Section 9.00 of this Agreement shall be initiated.

18.10 Final Invoice: The Agency must submit the final invoice on this project to the Department within 120 days after the expiration of this Agreement. Invoices submitted after the 120 day time period will not be paid.

19.00 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

20.00 Execution of Agreement: This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

21.00 Restrictions on Lobbying:

21.10 Federal: The Agency agrees that no federal appropriated funds have been paid or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this section be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

21.20 State: No funds received pursuant to this contract may be expended for lobbying the Legislature or a state agency.

22.00 Vendors Rights: Vendors (in this document identified as Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), F.S. will be due and payable, in addition to the invoice amount to the Agency. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices which have to be returned to an Agency because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the Department of Financial Services Hotline, 1-800-848-3792.

23.00 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S. for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

24.00 Discrimination: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

Financial Project No. 42277819401

Contract No. _____

Agreement Date _____

IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

AGENCY	FDOT
Town of Davie AGENCY NAME	See attached Encumbrance Form for date of Funding Approval by Comptroller
_____ SIGNATORY (PRINTED OR TYPED)	_____ LEGAL REVIEW DEPARTMENT OF TRANSPORTATION
_____ SIGNATURE	_____ DEPARTMENT OF TRANSPORTATION
_____ TITLE	District Director of Transportation Development TITLE

FM NO. 422778-1-94-01
CONTRACT NO._____

EXHIBIT "A"
PROJECT DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and Town of Davie dated _____.

PROJECT LOCATION:
Broward County, Florida

PROJECT DESCRIPTION:

The purpose of this Agreement is to provide intermodal funding to the Town of Davie for the construction of transit signage and kiosks at Nova Southeastern University.

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in paragraph 7.60 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, Financial Project Number and the Federal Identification number, where applicable, and the amount of state funding action (receipt and disbursement of funds) and any federal or local funding action and the funding action from any other source with respect to the project.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

The Department has 10 working days to review invoices after receipt of invoice package and corresponding progress report.

FM NO. 422778-1-94-01
CONTRACT NO. _____
AGREEMENT DATE_____

EXHIBIT "B"
PROJECT BUDGET

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and Town of Davie, dated _____.

I. TOTAL PROJECT COST: **$ 434,000.00**

II. PARTICIPATION:

Agency Participation		
In-Kind	(0 %)	$
Cash	(65.44%) or	$ 284,000
Other	(0 %)	$
Maximum Department Participation**		
Primary		
(DS)(DL)(DDR) (DIM)(PORT)(SIS)(GMR)	**(34.56%) or**	**$ 150,000.00**
Federal Reimbursable (DU)(CM)(DFTA)	(%) or	$
Local Reimbursable (DL)	(%) or	$

TOTAL PROJECT COST: **$ 434,000.00**

FM NO. 422778-1-94-01
CONTRACT NO. _____

EXHIBIT "C"

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and Town of Davie, dated: _____.

Reference statues as applicable. Chapter 341

DOCUMENTS REQUIRED TO BE SUBMITTED TO THE DEPARTMENT BY THE AGENCY IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT:

1. All proposals, plans, specifications, and 3rd party contracts covering the project for Departmental approval.
2. Copies of all correspondence related to this project.
3. Audit Reports as described in Section 7.60 of this JPA.
4. ***Quarterly Progress Reports provided within thirty (30) days of the end of the quarter.***
5. Three (3) original Invoice Summaries and backup information must be submitted to the District Office when requesting payment.

EXHIBIT - D

The administration of resources awarded by the Department to the Town of Davie may be subject to audits and/or monitoring by the Department, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department staff to the Town of Davie regarding such audit. The Town of Davie further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the FDOT's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

Recipients of federal funds (i.e. state, local government, or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

1. In the event that the recipient expends $500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT B1 to this agreement indicates Federal resources awarded through the Department by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

3. If the recipient expends less than $500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

PART II: STATE FUNDED

Recipients of state funds (i.e. a nonstate entity as defined by Section 215.97(2)(l), Florida Statutes) are to have audits done annually using the following criteria:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT B1 to this agreement indicates state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

PART III: OTHER AUDIT REQUIREMENTS

The recipient shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the FDOT, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

   A. The Department at each of the following addresses:

      Daphne Spanos
      Florida Department of Transportation
      3400 West Commercial Blvd.
      Fort Lauderdale, FL 33309-3421

   B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

      Federal Audit Clearinghouse
      Bureau of the Census
      1201 East 10th Street
      Jeffersonville, IN 47132

   C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. In the event that a copy of the reporting package for an audit required by PART I of this agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

   Daphne Spanos
   Florida Department of Transportation
   3400 West Commercial Blvd.
   Fort Lauderdale, FL 33309-3421

   In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department at each of the following addresses:

   Daphne Spanos
   Florida Department of Transportation
   3400 West Commercial Blvd.
   Fort Lauderdale, FL 33309-3421

3. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

   A. The Department at each of the following addresses:

      Daphne Spanos
      Florida Department of Transportation
      3400 West Commercial Blvd.
      Fort Lauderdale, FL 33309-3421

   B. The Auditor General's Office at the following address:

      Auditor General's Office
      Room 401, Pepper Building
      111 West Madison Street
      Tallahassee, Florida 32399-1450

4. Copies of reports or the management letter required by PART III of this agreement shall be submitted by or on behalf of the recipient directly to:

   A. The Department at each of the following addresses:

      Daphne Spanos
      Florida Department of Transportation
      3400 West Commercial Blvd.
      Fort Lauderdale, FL 33309-3421

5. Any reports, management letter, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of at least five years from the date the audit report is issued, and shall allow the Department, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department, or its designee, CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

STATE RESOURCES

State Agency	Catalog of State Financial Assistance	Amount	FM No.
FDOT	55014	$150,000.00	42277819401

55.014 Intermodal Development Program - Compliance Requirements

1. To provide for major capital investments in fixed-guideway transportation systems, access to seaports, airports, and other transportation terminals, providing for the construction of intermodal or multimodal terminals; and to otherwise facilitate the intermodal or multimodal movement of people and goods.

Activities Allowed:
The department is authorized to fund projects within the Intermodal Development Program, which are consistent, to the maximum extent feasible, with approved local government comprehensive plans of the units of local government in which the project is located. Projects that are eligible for funding under this program include major capital investments in public rail and fixed-guideway transportation facilities and systems which provide intermodal access; road, rail, intercity bus service, or fixed-guideway access to, from, or between seaports, airports, and other transportation terminals; construction of intermodal or multimodal terminals; development and construction of dedicated bus lanes; and projects which otherwise facilitate the intermodal or multimodal movement of people and goods.

(Section 341.053(6), Florida Statutes)

Matching requirements are as follows:

(a) The department may fund up to 50 percent of the nonfederal share of the costs, not to exceed the local share, of any eligible public transit capital project or commuter assistance project that is local in scope; except, however, that departmental participation in the final design, right-of-way acquisition, and construction phases of an individual fixed-guideway

project which is not approved for federal funding shall not exceed an amount equal to 12.5 percent of the total cost of each phase.

(b) The department is authorized to fund up to 100 percent of the cost of any eligible transit capital project, intercity bus service project, or commuter assistance project that is statewide in scope or involves more than one county where no other governmental entity or appropriate jurisdiction exists.

(c) The department is authorized to advance up to 80 percent of the capital cost of any eligible project that will assist Florida's transit systems and intercity bus services in becoming fiscally self-sufficient. Such advances shall be reimbursed to the department on an appropriate schedule not to exceed 5 years after the date of provision of the advances.

(d) The department is authorized to fund up to 100 percent of the capital and net operating costs of statewide transit service development projects or transit corridor projects. All transit service development projects shall be specifically identified by way of a departmental appropriation request, and transit corridor projects shall be identified as part of the planned improvements on each transportation corridor designated by the department. The project objectives, the assigned operational and financial responsibilities, the timeframe required to develop the required service, and the criteria by which the success of the project will be judged shall be documented by the department for each such transit service development project or transit corridor project.

(e) The department is authorized to fund up to 50 percent of the capital and net operating costs of transit service development projects that are local in scope and that will improve system efficiencies, ridership, or revenues. All such projects shall be identified in the appropriation request of the department through a specific program of projects, as provided

for in s. 341.041, that is selectively applied in the following functional areas and is subject to the specified times of duration:

1. Improving system operations, including, but not limited to, realigning route structures, increasing system average speed, decreasing deadhead mileage, expanding area coverage, and improving schedule adherence, for a period of up to 3 years;

2. Improving system maintenance procedures, including, but not limited to, effective preventive maintenance programs, improved mechanics training programs, decreasing service repair calls, decreasing parts inventory requirements, and decreasing equipment downtime, for a period of up to 3 years;

3. Improving marketing and consumer information programs, including, but not limited to, automated information services, organized advertising and promotion programs, and signing of designated stops, for a period of up to 2 years; and

4. Improving technology involved in overall operations, including, but not limited to, transit equipment, fare collection techniques, electronic data processing applications, and bus locators, for a period of up to 2 years.

(f) The department may fund up to 100 percent of the federal-aid apportionment for intercity bus service.

For purposes of this section, the term "net operating costs" means all operating

(Section 341.051(5), Florida Statutes)

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit B-1 be provided to the recipient.

AGREEMENT BY AND BETWEEN
THE TOWN OF DAVIE
AND
NOVA SOUTHEASTERN UNIVERSITY, INC.

THIS AGREEMENT is entered into this _____ day of _____ 200__by and between the **TOWN OF DAVIE**, a Florida municipal corporation ("Town"), having an address of 6591 Orange Drive, Davie, Florida 33314 and **NOVA SOUTHEASTERN UNIVERSITY, INC.**, a Florida corporation ("NSU"), having an address of 3301 College Avenue, Fort Lauderdale, Florida 33314.

W I T N E S S E T H :

WHEREAS, in an effort to increase the utilization of the bus transit terminal and ridership on the public transit services within the South Florida Education Center ("SFEC"), NSU is desirous of providing certain signage ("Improvements") as described on the attached Exhibit "A", in portions of the SFEC in order to promote the use of public transportation; and

WHEREAS, in order to construct and install the desired Improvements, the Town, on behalf of NSU submitted an application to the Florida Department of Transportation ("FDOT") for the Intermodal Design Program ("Grant") in order to pay for a portion of same; and

WHEREAS, the Improvements, as proposed will be constructed and installed within the Town's right-of-way; and

WHEREAS, in accordance with the FDOT regulations, the Grant may only be awarded to a public agency, such as a municipality; and

WHERAS, the Town has agreed to act as a governmental sponsor for NSU in order to receive the Grant funding for the Improvements; and

WHEREAS, FDOT has approved the Grant to the Town in the amount of $150,000.00 for NSU's use in connection with the installation of the Improvements; and

WHEREAS, NSU has agreed to supplement the Grant with $284,000.00 to be used for the Improvements; and

WHEREAS, the parties agree that this Agreement is required in order to outline the obligations of each party with regard to the funds provided herein.

NOW, THEREFORE, in consideration of the mutual covenants and other good and valuable consideration, the parties agree as follows:

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

2. NSU shall expend funds for the installation and construction of the Improvements, and submit invoices for same to the Town. Upon receipt of said invoices from NSU, the Town, in accordance with the terms of the Joint Participation Agreement ("JPA") entered into by and between the Town and FDOT, will forward same to FDOT. Upon receipt and review of same, FDOT shall

reimburse the Town for expended funds. Within 60 days of receipt of funds from FDOT, the Town shall reimburse Nova.

3. The Town and NSU agree that the Improvements shall be installed in the public right-of-way within the Town limits.

4. In connection with said Grant, NSU will abide by any and all state and local regulations related to the use of the Grant funds.

5. The Town, on behalf of NSU shall apply for and obtain all of the necessary engineering permits for the construction of the Improvements in the right-of-way.

6. NSU shall apply for and obtain any non-engineering right-of-way approvals and permits with regard to the Improvements.

7. NSU shall abide by all Town regulations with regard to the construction and installation of the Improvements.

8. In order to expedite the construction of the Improvements, NSU shall commence construction of same upon receipt of the executed JPA.

9. NSU hereby agrees to indemnify and hold harmless the Town from and against any and all claims, losses, damages, liabilities, penalties, fines, costs, fees and obligations whatsoever nature or kind, directly or indirectly relating to, or arising out of, NSU's or its respective employees, agents or assignees, entering and performing activities in connection with the installation and construction of the Improvements outlined herein. Such indemnification shall include, without limitation, reasonable attorney's fees and costs at all administrative trial and appellate levels.

10. This Agreement shall terminate upon completion of the work and final approval by the Town and all permitting agencies of the construction of the Improvements references herein, except that NSU's obligation as set forth in paragraphs 9 shall survive to require NSU to indemnify and hold the Town harmless from all claims which asset negligent design or installation of the improvements.

11. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective assigns, successors, legal representatives, heirs and beneficiaries as applicable. This Agreement may be amended only by written instrument executed by both the Town and NSU.

12. Nothing in this Agreement shall be deemed to create a partnership or joint venture between the parties.

13. This Agreement shall not be construed more strictly against any of the parties hereto by virtue of the preparation of this Agreement.

14. The parties hereto acknowledge and agree that upon payment of the Grant funds to NSU in connection with the Improvements, the Town will have satisfied its requirements hereunder.

15. In the event of either party's default under this Agreement, either party shall be entitled to any and all remedies under Florida law.

16. This Agreement, and any exhibits attached hereto constitute the entire Agreement and understanding of all parties to this Agreement with respect to the subject matter of this Agreement, and supersedes all prior discussions, correspondence, oral and written agreements, commitments or undertakings, restrictions, representations or warranties among the parties to this Agreement concerning the subject matter of this Agreement other than those set forth herein or herein provided for.

17. The parties to this Agreement expressly consent to jurisdiction of and agree to suit in the Seventeenth Judicial Circuit of Broward County, Florida and shall be governed by the laws of the State of Florida.

18. No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the parties against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

19. Each party shall cooperate with the other in good faith to achieve the objectives of this Agreement. The parties shall not unreasonably withhold requests for information, approvals or consents provided for or implicit in this Agreement.

20. Whenever any of the parties desire to give notice to the other, such notice shall be in writing, sent by U.S. mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as their respective places of giving notice.

For the Town: _____
_____

For NSU: Mr. Pete Witschen
3418 South University Drive
Davie, Florida 33321

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: The TOWN OF DAVIE, through its Town Council, signing by and through the Town Administrator, duly authorized to execute this Agreement of Town Council action on _____ and _____.

TOWN OF DAVIE, a Florida municipal corporation

Attest:

_____
Russell Muniz, Town Clerk

By:_____
Town Manager

(SEAL)

Dated: ____ day of _____, 200__

APPROVED AS TO FORM:

By:_____
Town Attorney

Signed, sealed and delivered
in the presence of:

_____
Witness

_____
Printed Name

_____
Witness

_____
Printed Name

NOVA SOUTHEASTERN UNIVERSITY, INC.

By:_____
Name:_____
Title:_____

Dated:_____

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by _____, the _____ of NOVA SOUTHEASTERN UNIVERSITY, INC., a Florida corporation, freely and voluntarily under authority duly vested in him/her by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. He/she is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 20____.

_____
Notary Public

_____
Typed, printed or stamped name of Notary Public

My Commission Expires:

EXHIBIT "A"
Description of Services

_____, 2007

Request for Proposals

Nova Southeastern University is accepting sealed proposals until 2:00 p.m. on _____, 2007, for the following:

Turn Key Interactive Signage Package for the SFEC

Complete bid specifications may be obtained from John Santulli, Vice President of Facilities, and 3301 College Avenue, Davie, Florida 33317. Phone (954)262-8832.

Companies that do not wish to submit for this purchase, but would like to be notified of future bids, should be submitted a "NO BID" response.

Sealed proposal envelopes should be marked with the company name, bid name and number and boldly marked "Interactive Signage Proposal". All sealed proposals shall be delivered to the Facilities Division, 3301 College Avenue, Davie, Florida 33317. Bids will be opened on or about 2:00 p.m., _____, 2007, at the Horiwitz Administration Building Room 289. Any proposals received after the specified due date and time will be rejected and returned unopened. This will be a public bid opening.

Nova Southeastern reserves the right to reject any and/or all bids.

Nova Southeastern University
John Santulli, Vice President

Publish once on _____. Send proof of publication to the Facilities Division Nova Southeastern University 3301 College Avenue., Davie, Florida 33317.

SCOPE OF SERVICES

The following is the scope of services that has been developed for all proposals. It outlines the areas and features where Transit signage will be required, the type of Signage Design we will require, as well as the list of services required. All proposals in response to this request for proposals shall submit a "Turn Key" program which will include but not be limited to conceptual design, schematic design, design development, shop drawings, fabrication and installation .The selected proposer shall be responsible for any and all fees and costs in order to successfully install the requested signage including all required permits and fees.

Areas requiring signage for SFEC:

- University Drive in the vicinity of 30th Street
- College Avenue in the vicinity of 30th Street

- At 10 key locations over an area bounded by 36th Street to the North University Drive to the west, 30th to the North and College Avenue to the East.

The selected proposer shall recommend public transit locations where the kiosks signage can help promote the greatest increase in rider ship,

A. Orientation Meeting and Site Audit

The successful proposers' goal during the phase is to view the site from all entry points, understand the traffic flow, and identify trouble spots, interview the administration/faculty, consult the users and identify the site's requirements. This will then help the proposer to better understand the environment and circulation. The proposer will photograph the site extensively, focusing on high traffic areas, architecture, the surrounding community, and any other locations identified during our meeting. The project knowledge gained during this phase is pivotal in determining the design strategy and defining the conceptual sign designs that will best service the situation, the consultant, in conjunction with NSU, FDOT, and local government agencies will determine goals and objectives for the project. Design parameters that will serve to complement and enhance the overall visual presentation of the project will be established.

B. Sign Location Plan and Meetings Schedule

Prior to beginning the conceptual signage design, the selected proposer will develop a preliminary sign location plan and message schedule which will serve as a guideline for the signage necessary for identifying locations, buildings; directing students/guest throughout the SFEC. The sign location plan and message schedule is crucial in determining sign location, specific message and exact sign placement on site. It will also assist in determining sign size based upon the necessary information required per sign. The sign location plan end message schedule document will be reviewed and updated as the project progresses and evolves through the design process and into the fabrication and installation phases. Due to the importance of the following locations, it is anticipated that interactive transit message signage will be installed at the following locations:

- University Drive and 30th Street
- College Avenue and 30th Street
- A series of 10 Kiosk signs shall be developed by the consultant to public transit stops at key locations as identified by the consultant's study.

<u>Deliverables</u>

- Preliminary Sign Location Plans and Message Schedules will be presented to NSU/Town of Davie
- Final Sign Location Plans and Message Schedules will be presented to NSU/Town of Davie during the Design Development Phase.
- Emergency Management Plan for signage messaging.

C. Conceptual Design

The design process will begin with the selected proposer and presenting two (2) alternative conceptual design studies to be applied to a representative group of two (2) sign types listed below. These conceptual design studies will be rendered in color and will include minimal dimensioning and material specifications. At the conclusion of the presentation to NSU/Town of Davie and the selection of a single or combined design alternative the result of this process will be unified design alternative are required, they will be finalized during this phase and re-presented for final approval.

1. Main Entry Identity
2. Multi-Model transit directional/Kiosk style

Deliverables

- Three (3) sets of full color rendered signs of each of two (2) proposed signs drawn to scale, showing front and side views. In all, there will be six (6) exterior signs presented. Form each progress phase as described above, this representative group will be packaged in an 11” x 17” bound booklet.

D. Schematic Design

Using the sign design standard selected by NSU during the Conceptual Design phase, the selected proposer will proceed with the Schematic design phase developing a sampling of the entire family of signs. The selected proposer will prepare combined black and white line drawings illustrating typical message layouts, overall proportion, color studies and general material recommendations for a variety of required signs. These drawings will evolve into a much more detailed format during the Design Development phase.

Deliverables

- Three (3) sets of black and white rendered signs of the entire sign family drawn to scale along with a color palette study. These drawings will indicate typical messages, material recommendations, a sampling of sign views (plan, front elevation, and/or side view).

E. Design Development

The refined program and features selected from the schematic plans will be defined as bid drawings of each sign that will recommend all fabrication, material and construction techniques. These black line drawings will indicate specific message schedule, floor specifications, materials and proportions (plain, end, and side view).

Deliverables

- Three (3) sets of black and white rendered signs of the entire sign family, for a designated project phase, drawn to scale along with a limited selection of color rendered signs for final review and approval. These drawings will illustrate the final sign design.

- Sign Location Plan and Message Schedule will also be finalized.

F. Shop Drawing Observation and Fabrication

Upon final approval of the complete set of Design Development documents, the selected proposer will verify the timeline for a production schedule for the fabrication and installation of the signage.
Together with the selected fabricator (NSU shall approve the selected fabrication and that approved shall not be unreasonably withheld), the selected proposer will develop the full service shop drawings. These drawings and specifications will fully describe all project component relationships and construction methodology. The documents will indicate material selection, hardware, and product specifications, as well as provide full detailing needed to construct and install the project signs.

The selected fabricator/installer will obtain all necessary permits.

Deliverables

- Three (3) sets of the final sign location plan and Message Schedule
- These sets will be approved in both hard copies and electronic versions.

G. Fabrication and Installation Observation

This Phase shall involve the fabrication and placement of the signage package approved by NSU. All signage shall be fabricated and installed within 100 days of the approval by NSU to the selected proposer's recommended fabricator. The selected proposer will review fabrication and installation at key times during the construction process. Monthly reports will be provided to document the progress.

H. Responses to this request shall include:

- Budget for all fees and construction including two interactive monument signs and 10 Kiosk style signs.
- Proposal responses shall include as a minimum:
  - The complete detail of services to be rendered
  - Qualifications of the proposer team to successfully complete the services required
  - Timelines
  - Payment Schedules

All proposers are again advised that this request for proposals is for a "Turn Key" interactive Signage Package. The proposer must be able to demonstrate the interconnect ability of the signage package, the ability to remotely control message content and frequency, and the ability to remotely respond to schedule changes and emergency situations requiring alert messaging via the system of kiosks and the ability to complete installation of this signage package on or before December 31, 2007.

SFEC INTERACTIVE SIGNAGE

BIDDERS QUALIFICATIONS AND SELECTION REVIEW CRITERIA

1. Compliance with all requirement of Announcement.
2. $1,000,000.00 General Liability Insurance with NSU named additional insured.
3. $5,000,000.00 excess umbrella insurance with NSU named additional insured.
4. Worker's Compensation Insurance.
5. All appropriate current licenses to perform the required work.
6. Include layout, survey, testing, permits, and permit fees.
7. Site visit strongly recommended.
8. A three member selection committee will be established to review and rank all proposals based on the following criteria:
   - Understanding of the task.
   - Past experience of the proposers' team.
   - Individuals responsible for this execution of this proposal.
   - Project cost.
   - Past experience in constructing interactive signage.
   - Working knowledge FDOT grant requirements.
   - Experience in working in public ROW
   - Commitment to complete on or before December 30,2007.
   - Ability to bring a project from concept to installation with in a given budget and timeline.

Addendum

PUBLIC RECORDS

1. Once opened by the Town, a response to this Request for Statements of Qualifications is a public record under Chapter 119, Florida Statutes.

2. Any Respondent awarded a contract under this Request for Statements of Qualifications will be required to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Respondent in conjunction with such contract.

PUBLIC ENTITY CRIMES INFORMATION

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime:

- may not submit a bid on a contract to provide any goods or services to a public entity
- may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work
- may not submit bids on leases of real property to a public entity
- may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity
- may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

DISCRIMINATION:

An entity or affiliate who has been placed on the discriminatory vendor list

- may not submit a bid on a contract to provide goods or services to a public entity
- may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work
- may not submit on leases of real property to a public entity
- may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

REGISTRATION OF LOBBYISTS

Firms or individuals who wish to contact any official of the Town outside of a pre-submission conference or written request for information procedure must first register with the Town Clerk as a lobbyist for this Request for Proposals. Failure to register before contacting any official will result in disqualification of the proposal and submissions will not be considered. Lobbying registration certificates (attached hereto) should be mailed to:

Town of Davie
Town Clerk
6591 Orange Drive
Davie, Florida 33314-3399

INDEMNIFICATION AND INSURANCE RESPONDENT'S SPECIAL ATTENTION IS CALLED TO THIS SECTION, NOTE: RESPONDENTS ARE ENCOURAGED TO CONFER WIT THEIR INSURANCE CONSULTANT TO ENSURE COMPLIANCE WITH THE FOLLOWING SPECIFICATIONS:

The Contractor agrees to indemnify and hold harmless the Town of Davie, its officers, agents and employees, free and harmless from any claim, liability, cause of action, expense or charge, of whatever kind or nature, including, but not limited to, personal injury, loss of life, property damage including loss of use thereof, and against all loss of life, which may arise out of or be connected with the performance of contractor's duty hereunder, and shall indemnify the Town against any suits, actions, claims, damages, or causes of action brought by or on behalf of any person arising out of the performance of such duties, and pay all costs and expenses in connection therewith. 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.

Respondents are to submit proof of the following insurance. Proof may be in the form of existing insurance certificates with the coverage specified below, or in the form of a letter from the Respondent's insurance company, on their letterhead, stating that if the Respondent is awarded a contract the required insurance will be provided.

WORKERS' COMPENSATION:

The Consultant shall provide and maintain Workers' Compensation insurance in the full amount required by statue 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.

COMMERCIAL AND/OR COMPREHENSIVE GENERAL LIABILITY:

The Consultant 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.

BUSINESS AUTO POLICY:

The Consultant shall have minimum limits of One Million Dollars ($1,000,000.00) per occurrence Combined Single Limit for bodily injury and property damage. Policy shall include coverage for owned vehicles, hired vehicles, employee non-owned vehicles.

PROFESSIONAL LIABILITY:

The Consultant shall provide insurance with minimum limits of one million dollars ($1,000,000.00). The Consultant 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. The Town of Davie is to be named as an additional insured on both the general liability and auto liability policies.

CERTIFICATE OF INSURANCE:

The Town of Davie is to be specifically included as an additional insured on the General Liability Policy. This does not pertain to Workers' Compensation. The General Liability Special Endorsement must be completed, received and approved prior to commencing service or work.

In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued thirty days prior to said expiration date. The certificate shall provide a thirty (30) day notification clause in the event of cancellation or modification to the policy. Unless otherwise specified, it shall be the responsibility of the Consultant to insure that all sub consultants comply with the same insurance requirements spelled out above. All Certificates of Insurance must be on file with and approved by the Town before the commencement of any

work activities, and will be filed with the contract. Certificates of Insurance will be required ONLY from the Respondent receiving the award and will be due within ten (10) days of notification of intent to award. No award will be made without approved Insurance Certificates.

The Town of Davie may request a copy of the insurance policy(s), according to the nature of the project. The Consultant will be responsible for the payment of any deductible and/or self insured retention in the event of any claim.

SELECTION

Staff will evaluate all written submissions received and will establish a short list. The Town of Davie may request additional information if deemed necessary for this evaluation. Only information contained within the Respondent's written submissions (including additional information, if required) will be considered. Staff will then request brief presentations from short-listed firms in order to complete their rankings.

Staff will present their findings and recommendations to the Town Council. The Town Council will review the committee's recommendations for the top ranked firm(s). If approved by Council, a negotiation committee will begin contract negotiations with the top ranked firm(s). It is the intent of the Town of Davie to utilize any of the selected firms, according to the Town's sole discretion.

QUALIFICATION EVALUATION CRITERIA

The following criteria, not necessarily listed in order of importance will be used to evaluate the submissions. These criteria are general in nature and may be used to develop a more detailed evaluation work sheet.

Firm Qualifications:

1. Respondent's qualifications, including number of years in business, credentials and licenses.
2. The number of projects completed in South Florida that are of similar size and scope for the specific task(s) for which the Respondent is submitting their qualifications.

3. Respondent's references and past performance record on municipal projects of similar size and scope completed in South Florida for which the Respondent is submitting their qualifications.
4. Respondent's familiarity with applicable building codes, permitting agencies, permit applications and permitting procedures (as applicable).

TERMINATION

The Town of Davie, at its sole discretion, may terminate any continuing contract for convenience with a five calendar day written notice to the Consultant. In the event of such termination, any completed services performed by the Consultant under a continuing contract shall become the Town's property and the Consultant shall be entitled to receive equitable compensation for any work completed to the satisfaction of the Town.

SUBMISSION INFORMATION

Individuals or firms responding to this Request For Qualifications are requested to number pages and provide a Table of Contents. A total of seven (7) copies plus a CD in pdf format must be submitted, one (1) clearly marked original and six (6) photocopies in a sealed envelope labeled, "Architectural Services-Continuing Services, B-07-16".

Responses are due on or before 2:00 P.M. Tuesday, February 6, 2007. Submit to:

Herb Hyman, Procurement Manager
Purchasing Department
Town of Davie
6591 Orange Drive
Davie, Florida 33314-3399

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TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT

TO: Mayor and Council Members

FROM/PHONE: Mark Alan, Director of Human Resources Management (954) 797-1169

PREPARED BY: Mark Alan, Director of Human Resources Management

SUBJECT: Resolution ratifying the Collective Bargaining Agreement between the Town and the Davie Professional Firefighters, International Association of Fire Fighters (IAFF), Local 2315

AFFECTED DISTRICT: not applicable

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, RATIFYING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE TOWN OF DAVIE AND THE DAVIE PROFESSIONAL FIREFIGHTERS, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 2315; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

REPORT IN BRIEF: This resolution ratifies the negotiated Collective Bargaining Agreement (CBA) between the Town of Davie and the Davie Professional Firefighters, International Association of Fire Fighters (IAFF), Local 2315, a copy of which is attached as Exhibit A. On June 19, 2007, the membership of IAFF Local 2315 will complete voting on whether to accept this CBA which will take effect upon adoption of this resolution and which will remain in effect through September 30, 2008.

PREVIOUS ACTIONS: not applicable

CONCURRENCES: not applicable

FISCAL IMPACT: Yes

Has request been budgeted? Yes
(for current fiscal year)

Attachment(s):

Resolution
Collective Bargaining Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, RATIFYING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE TOWN OF DAVIE AND THE DAVIE PROFESSIONAL FIREFIGHTERS, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 2315; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a collective bargaining agreement between the Town and the Davie Professional Firefighters, International Association of Fire Fighters (IAFF), Local 2315 has been agreed upon and ratified by the IAFF Local 2315; and

WHEREAS, the agreement will serve to provide harmonious relations between the Town and the IAFF Local 2315.

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 ratify the collective bargaining agreement with the IAFF Local 2315, attached hereto as Exhibit A.

SECTION 2. The Mayor and the Town Administrator are hereby authorized to execute the collective bargaining agreement.

SECTION 3. If any section, subsection, sentence, clause, phrase, or portion of this Resolution 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 the Resolution.

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

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TOWN OF DAVIE, FLORIDA

-And-

DAVIE PROFESSIONAL FIREFIGHTERS
LOCAL 2315 AFL-CIO

October 01, 2005 to September 30, 2008

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ARTICLE 1

RECOGNITION

1. The Town hereby recognizes the Union (Local 2315, IAFF), as exclusive bargaining representative of all employees in its Fire Rescue Department holding the Town of Davie job classifications of Firefighter/Paramedic, Driver Engineer, Fire Inspector, Fire Lieutenant, Fire Plans Examiner, and Fire Captain.

ARTICLE 2

NON-DISCRIMINATION

1. The Town of Davie will not discriminate against any employee covered by this agreement because of membership in or activity on behalf of the Union, race, color, creed, religion, national origin, age, or sex.

ARTICLE 3

RESIDENCY REQUIREMENTS

1. The Town will not establish a mileage radius that governs an employee's domicile or principal place of residency. However, this does not relieve an employee from complying with all applicable contract provisions and department operational guidelines. Also, an employee whose domicile or principal place of residency is outside of Dade, Broward, or Palm Beach Counties may not be eligible for the Town sponsored medical and dental insurance.

ARTICLE 4

UNION RIGHTS

1. All employees of the Town of Davie Fire Department covered by this agreement shall have the right to join the Union to engage in lawful concerted activities for the purpose of collective negotiations of bargaining or other mutual aid for protection all free from restraint, coercion, discrimination or reprisal. The Union and its duly elected or appointed representatives shall have the right, to express or communicate to management any view, grievance, complaint or opinion, related to the conditions of compensation of public employees or their betterment. This provision shall not abridge the right of any employee to bring forth a grievance on their own behalf.

2. Nothing shall abridge the right of any duly elected or appointed representative of the Union to present views of the Union on issues which affect the welfare of its members, as long as it is clearly presented as the views of the Union and not necessarily the Town.

3. The Union will provide management with a list of all duly elected and appointed representatives.

ARTICLE 5

MANAGEMENT RIGHTS

1. The Union recognizes and agrees that the Town has and will continue to retain, whether exercised or not, the right to operate and manage its affairs in all respects except as modified or limited by this agreement; and the powers or authority which the Town has not officially abridged, delegated or modified by the express provisions of this agreement are retained by the Town. The rights of the Town, through its management officials, shall include but shall not be limited to the right to determine the organization of Town Government; to determine the purpose of each of its constituent departments; to exercise control and discretion over the organization and efficiency of operations of the Town and its Fire Department; to set standards for service to be offered to the public; to direct the employees of the Town; to determine create, and establish Town of Davie job classifications and specifications; to determine the method and means for selection for initial hire and for promotions; schedule employees in positions with the Town; to suspend, demote, discharge or take other disciplinary action against employees for just and proper-cause; to increase, reduce, change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work or funds; to determine the location, methods, means and personnel by which operations are to be conducted to establish, modify, combine or abolish positions; to change or eliminate existing methods of operation, equipment or facilities; to take whatever action(s) may be necessary to carry out the mission of the Town or its Fire Department in emergency situations. However, the exercise of such rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matter have the practical consequence of violating the terms and conditions of this agreement.

2. The Town has the sole authority to determine the purpose and mission of the Town, to prepare and submit budgets to be adopted by the Town Council. Those inherent managerial functions, prerogatives and policy-making rights which the Town have not expressly modified or restricted by a specific provision of this agreement are not in any way, directly or indirectly, subject to the grievance procedure contained herein.

ARTICLE 6

DUES CHECK OFF

1. Upon written authorization of a bargaining unit employee, and with approval from the Union President, the Town agrees to deduct bi-weekly from the wages of that employee the sum authorized by the employee for union dues. The Union agrees to certify the bi-weekly amount of dues, and if changed, will notify the Town seven days before the change is to be effective.

2. The Town will remit the amounts withheld as union dues on or about the 15th of the month following the month the dues were withheld.

3. The withheld dues will be delivered with respect to section two to the following address, or as may be changed during the life of the agreement:

   _____ name and title
   _____ union name
   _____ street name
   _____ city, state, and zip code

4. The Town will not change the amount of the dues withheld from any employees paycheck without written authorization from that employee with acknowledgment by the union president. Such authorization must be received at least seven working days prior to the pay date the employee expects the change to be effected.

   A. Working days is defined for this section as Monday through Friday and excludes official Town holidays.

   B. Pay date is defined as the normal day and date that bargaining units member receive their pay.

5. The Town and the Union recognize that this deduction is voluntary. In the event that an employee's gross pay less standard deductions and other authorized deductions is insufficient to cover the amount to be withheld as union dues, the Town will not be obliged to withhold the union deduction amount. Further, unless and until the employee requests that future available earnings will be used to excuse those dates union deductions were missed because of insufficient earnings, the Town will not withhold more than the usual union deduction.

6. The Town and the Union agree that the Union is responsible for the collection of dues that result from disputes between the Union and its members.

7. The Union acknowledges that such collected dues are authorized, levied, and certified in accordance with the Constitution and By-laws of the Union.

8. Upon written authorization of ten (10) or more bargaining unit employees, the Town agrees to deduct bi-weekly from the wages of each of those employees an additional amount up to 5% of each of those employees' gross bi-weekly wages. The Town will remit to the Union the amounts withheld pursuant to this paragraph on or about the 15th of the month following the month the monies were withheld.

9. The Union will hold the Town harmless against any claims made and against any suits instituted against the Town or the Union based upon this article.

ARTICLE 7

UNION BUSINESS

1. Up three (3) members of the Union negotiating team shall be allowed time off for all negotiations which shall be mutually set by the Town and the Union.

2. The Town shall permit one (1) Union representative~~s~~ to discuss working conditions with Town officials, attend grievance hearings, and consult with Town officials, (including attendance at all labor management meetings) at a time mutually agreeable.

3. Union Time Pool:

   A. Active members in good standing shall contribute sick or vacation leave to the Union Time Pool when the executive board deems it necessary. Forty-eight (48) hour employees shall contribute up to four (4) hours at a time (maximum twelve (12) hours per year). Forty (40) hour employees shall contribute up to one (1) hour at a time (maximum four (4) hours per year). Donated time will be recorded by the Town as dollar value in and dollar value out. The value of each contribution shall be determined by the employee's current rate of pay at the time of each assessment.

   New members of the Union shall have three (3) months to comply with the initial assessment to the Union Time Pool. The assessment for new members shall be as follows: forty-eight (48) hour employees, six (6) hours of sick or vacation time; forty (40) hour employees, two (2) hours of sick or vacation time. The three (3) month grace period shall commence upon the date of the employee's induction into the Union.

   In no event may the Union Time Pool exceed the dollar value of 1080 hours or 45 shifts of Firefighter/Paramedic base pay at the prevailing maximum pay grade hourly rate.

   B. Authorization by the Union President or designee for the employee to use the Union Time Pool must be submitted in writing before such assignment is effective. Under normal circumstances, the Union shall provide the Town with at least twenty four (24) hours notice before utilizing the Union Time Pool. The Union Time Pool shall be used to reimburse the Town for hours worked by employees replacing those employees utilizing the Union Time Pool. If the replacement employee receives overtime pay, the Union Time Pool shall be charged one and one-half hours for every hour worked by the replacement employee. If necessary, employees utilizing the Union Time Pool shall be paid by the Town in accordance with the overtime procedures set forth in Article 32 of this Agreement, and replaced by the Town in the same manner that the Town fills any other absence causing overtime.

Up to three (3) members of the Union, as designated by the President, shall be allowed time off to attend the Union's State Convention utilizing the Union Time Pool. Each delegate shall be allowed to take off two (2) shifts during each fiscal year.

Up to three (3) members of the Union, as designated by the President, shall be allowed time off to attend the Union's International Convention utilizing the Union Time Pool. Each delegate shall be allowed to take off two (2) shifts once every two (2) years.

Use of Union Time Pool shall be subject to approval of the Fire Chief and or his/her designee. Approval shall not be withheld unreasonably.

ARTICLE 8

PREVAILING RIGHTS

All terms and conditions of employment which apply throughout the department to members of the bargaining unit on the effective date of this Agreement and which are not specifically referred to in this Agreement, but which are contained in Town Ordinances, Resolutions, written direction of the Town Administrator and/or the Fire Chief, shall not be changed by the Town without the mutual consent of both parties. Nothing in this article shall be construed to mean that the Fire Chief or designee or the Town Administrator or designee may not promulgate and enforce rules and regulations.

ARTICLE 9

RULES AND REGULATIONS

The Union recognizes the right of the Town and the Fire Rescue Department to establish rules, regulations, and policies for the safe and efficient conduct of Town business and penalties for violation of such rules, regulations, and policies provided said rules, regulations, and policies do not conflict with any provisions of the Collective Bargaining Agreement or any terms and conditions of employment. Changes in present rules shall not become effective until they have been provided to union representatives and posted for at least five (5) business days, excluding Saturdays, Sundays and paid holidays unless necessary for safety, in which case changes in rules will become effective immediately. The Union shall be permitted to propose additions and changes to rules and regulations at any time. The Fire Chief's or designee's determination as to any such Union proposal will be final. Should any rule or regulation be in conflict with this agreement, this agreement will prevail.

ARTICLE 10

JURY DUTY

An employee shall receive full pay while on jury duty if it is a normally scheduled workshift. The employee will return to the Town any money received from the court for jury duty, exclusive of mileage money, while such jury duty is performed during a normal scheduled shift of duty. Should the employee be dismissed from jury duty during work hours on a normally scheduled work day, the employee shall report to work immediately and notify their immediate supervisor or if not available, the next supervisor in the chain of command. If an employee is scheduled for jury duty on the morning after a normally scheduled work day that employees shall be released from duty at 10:00 PM the night before reporting to jury duty without loss of pay or benefits. Members who receive a summons for jury duty shall promptly turn in to the Department a copy of the summons as soon as received and a copy of the Certificate of Attendance from the Court Clerk at the completion of their duty.

ARTICLE 11

PENSION PLAN

1. The Town agrees to amend its pension resolution as listed below. All other provisions of the pension resolution shall remain in full force and effect.

   a. For those employees entering the DROP on or after the date of ratification of this agreement, the maximum Deferred Retirement Option Plan (DROP) participation period shall be five (5) years commencing at the earliest date of eligibility. The available DROP participation period shall decline by one month until the expiration of the DROP period, beginning at eligibility date.

   b. Beginning October 1, 2006, pension contributions shall be made and benefits based upon total remuneration, including all monetary pay other than overtime.

   c. Effective October 01, 2005, the normal retirement benefit will be three percent (3%) per year for the first ten (10) years of service, four percent (4%) per year for the next five (5) years of service, five percent (5%) per year for the next five (5) years of service [i.e., the pension multiplier will be increase from four percent (4%) to five percent (5%) for years sixteen (16) through twenty (20) for a total of seventy-five percent (75%) at twenty (20) years of service], and two percent (2%) per year for the next ten (10) years of service [for a total of ninety-five percent (95%) at thirty (30) years of service], for employee members who are actively employed on the date of ratification of this agreement and who are DROP participants on the date of ratification of this agreement.

   d. The spousal survivorship component of the normal form of retirement benefit for a married participant will be the sixty percent (60%) joint and survivor annuity or the unreduced ten (10) year certain life annuity.

   e. Cost of said pension benefit increases will be paid in accordance to Article 12 of this agreement.

2. It is expressly agreed that whatever costs are ultimately attributable to the DROP -- as determined by the Town's actuary -- will be borne entirely by bargaining unit employees or by bargaining unit DROP participants, not by the Town.

3. The proposed changes will be effective when the new plan has been approved by the State of Florida and properly adopted by the Town Council. In the event any of these proposed changes are not approved by the IRS, State of Florida, or any other entity with relevant authority, this agreement shall be reopened to afford the parties an opportunity to maintain the intent of these provisions.

ARTICLE 12

SHARE PLAN

1. The Town will enact an ordinance creating a section of the Davie Firefighters Pension Trust establishing a Share Plan for the distribution of funds from excess premium tax revenues received under Chapter 175 Florida Statues prior to October 01, 2005, from interest earned on said funds, and excess premium tax revenues received under Chapter 175 Florida Statues on or after October 01, 2005.

2. Such funds received on or after October 01, 2005, which are estimated to be $318,642 per year (after paying for Minimum Benefits), shall be utilized by the Town to pay for the increased benefits resulting from the Article 11, Section 1 of this agreement.

3. The final approval regarding the actual cost of the proposed pension benefits increase lies with the State of Florida Bureau of Local Retirement which will approve the costing methodology and the components thereof.

4. If the cost of increasing the pension benefits resulting from the Article 11, Section 1 of this agreement exceeds $318,642 per contract year, the benefit increases will be paid for out of any Chapter 175 funds received which may be in excess of the estimated $318,642 (after paying for Minimum Benefits) and then from the funds identified in Section 1 of this article. If insufficient funds (identified in Section 1 of this article) exist, the benefit multiplier increases from four percent (4%) to five percent (5%) for years sixteen (16) through twenty (20) will be equally adjusted, accordingly, so that the Town bears no additional costs.

5. Any excess Chapter 175 funds not utilized to pay for pension benefits during the period of this agreement shall be deposited in the Share Plan and a portion of said funds may remain in plan reserves.

ARTICLE 13

GRIEVANCE PROCEDURE

In a mutual effort to provide harmonious working relations between the parties, the following procedure shall apply to the resolution of grievances, misunderstandings, or disputes between the parties. Any grievance, dispute or complaint alleging a violation of this agreement or involving the interpretation or application of this agreement shall be resolved through Step 3 of the following procedure.

Other disputes or misunderstandings between the parties (which do not allege a violation of this agreement or involve the interpretation or application of this agreement) may be processed only through Step 2 of the following procedure. The use of this procedure to resolve such disputes and misunderstandings shall be optional and shall not be considered a condition precedent to the institution of legal proceedings or other remedies which may be available to or pursued by the Union or an employee.

Step 1 The aggrieved employee or the Union shall present a written grievance to the Operations Chief or designee within ten (10) calendar days within the time the grievant or the Union knew or should have known about the occurrence giving rise to the grievance. If the issue involved stems from a decision made by a person of higher rank than the Operations Chief, the grievance shall be presented in writing to the Fire Chief or designee directly at Step 2.

Step 2 If the Operations Chief or designee does not or can not resolve the grievance in a manner satisfactory to the grievant or the Union, the grievance shall be presented in writing to the Fire Chief or designee by the grievant or the Union, Monday through Friday from 8:30 a.m. to 4:30 p.m., within ten (10) calendar days of the Operation Chief's or designee's receipt of the grievance. A Union representative shall always be present at any time the Town discusses a grievance with a grievant. The Fire Chief may seek the assistance of any other individual who may be qualified to offer assistance or information which will aid the Chief in reaching a mutually equitable decision. The Chief shall attempt to adjust the matter and shall respond in writing to the employee and the Union within ten (10) calendar days or receipt of the grievance

Step 3 If the grievance has not been satisfactorily resolved, the Union shall present such written grievance to the Town Administrator, or designee, within ten (10)calendar days from the date of the response in Step 2. The Town Administrator, or designee, shall meet with the employee and the Union representative within fifteen (15) calendar days, from the receipt of the written grievance and render a decision within fifteen (15) calendar days, from the meeting.

Step 4 If the grievance has not been satisfactorily resolved, the Union may, within twenty (20) calendar days from receipt of the Step 3 response submit the grievance to arbitration by filing a written request for a panel of arbitrators with the Federal Mediation and Conciliation Service (FMCS) and providing the Town with a copy of such request. The Union shall have the

exclusive right to proceed to arbitration on behalf of its members. The award of the arbitrator shall be final and binding on both parties.

All deadlines may be extended upon mutual agreement of the Town and the Union. Deadlines shall be extended automatically upon a Town declared State of Emergency. Failure of the Town to make a decision within the time limits at each step shall be deemed a denial and the grievance may proceed to the next step

The cost for the services of arbitrator shall be borne by the losing party. Either party to this agreement desiring transcripts of arbitration hearings shall be responsible for the cost of such transcripts.

In the event either party claims a dispute is non-arbitrable, the arbitrator's ruling shall first address ~~on~~ that issue. If the arbitrator deems the issue non-arbitrable, then no ruling on the merits shall issue.

ARTICLE 14

PROTECTIVE CLOTHING, EQUIPMENT, AND UNIFORMS

1. All Firefighters shall be provided with the following necessary and appropriate protective clothing and equipment which shall be utilized in the performance of their duties:

1 - NFPA approved Bunker Coat with liner

1 - Pair of NFPA approved Bunker Pants with liner

1 - Pair of firefighter type suspenders, color optional

1 - NFPA approved face shield

1 - NFPA approved Fire helmet*

1 - Pair of five-finger, full protection type fire gloves

Flashlight of high quality, heavy duty (sufficient number for personnel on duty)

1 - NFPA approved self contained breathing apparatus/sufficient number for personnel on duty

1 - Pair Bunker boots (short)

1 - NFPA approved head protector

1 - SCBA face mask

Pursuant to NFPA standards, the Authority having jurisdiction (AHJ), (Fire Chief or designee) shall insure that protective clothing and equipment is supplied to provide protection from those hazards that personnel are exposed to or could be exposed to; furthermore shall ensure that equipment commensurate with the respective operational capabilities for all fire rescue operations including, but not limited to, technical search and rescue incidents and training exercises, is provided.

2. The Town shall furnish the following uniforms to each employee:

A. Five shirts with appropriate patches or emblems

Five pairs of pants

One jacket

Five undershirts with appropriate emblems

One ball cap

One uniform belt

B. The Town shall supply required badges, shields, insignias, patches and emblems as determined by the Fire Chief or designee.

C. Only items determined by the Fire Chief or designee may be worn while in uniform.

D. The Town shall provide each member of the department with shoes for dress and work purposes.

E. The Town shall pay or supply a cleaning agency for uniforms.

~~2~~3. All of the above listed protective clothing, equipment and uniforms shall be repaired or replaced by the Town as needed.

~~3~~4. Employees will be responsible for reimbursing the Town for the cost of replacement, less insurance proceeds, of protective clothing, equipment and uniforms lost, damaged or destroyed due to negligence of the employee. Nothing in this article shall excuse an employee from responsibility for any and all equipment or materials which are issued or assigned to the employee on a regular or temporary basis which is lost, damaged or destroyed due to negligence.

~~4~~5. The Chief or designee shall inspect the protective clothing and above listed equipment at least every six (6) months~~.~~

6. The Fire Rescue Department Safety Committee referenced in Article 15 will meet as required or when requested by either party to discuss any and all items to be issued pursuant to paragraph 1.

ARTICLE 15

DEPARTMENTAL ORIENTATION AND TRAINING

1. The Town will provide Orientation Training to all new employees covered by this agreement, addressing, but not limited to:

   Working hours and schedules

   Pay schedules

   Town provided benefits (i. e., insurance, retirement, sick days, etc.)

   Purpose and objectives of the Fire Department

   Statutory obligations of Firefighters

   Educational opportunities with the Town

   Fire Department organization and structure (Chain of Command, job descriptions and responsibilities)

   Apparatus and equipment familiarization (to include "Hands On" training with hose, tools, etc.)

   Other topics deemed necessary by the Fire Chief or designee.

ARTICLE 16

FIRE RESCUE DEPARTMENT SAFETY COMMITTEE

The Town and the Union agree to cooperate to the fullest extent in the promotion of safety with regard to gear/equipment.

1. Two (2) employees representing the Union and two (2) representatives of the Town shall comprise a Safety Committee. The Committee will meet as required or when requested by either party to discuss safety and health conditions of the Department including, but not limited to, the items set forth in Article 13. All recommendations of the Safety Committee shall be in writing and copies submitted to the Fire Chief or designee. The Fire Chief or designee, when in concurrence with a Safety Committee recommendation, shall make a concerted effort to implement the recommendations within a reasonable time. If the recommendations of the Safety Committee are rejected, the Fire Chief or designee shall provide written notice as to the reasons for the rejection to the Union. The Fire Chief's or designee's decision as to any recommendation by the Committee will be final and not subject to grievance/arbitration under Article 12.

2. Participation in the Safety Committee shall be voluntary, and participation shall be on the employees' own time.

ARTICLE 17

ANNUAL PHYSICAL EXAMINATION

1. Each employee may, at his or her option, be fully and completely examined by a physician (M.D.) at the Town's expense at the usual and customary rate (UCR) each year and shall receive all immunizations, inoculations and boosters as consistent with current medical standards. The physical examination shall include, but not be limited to, chest X-ray, 12 lead electrocardiogram, stress test (every two (2) years if under 40 years of age), lung capacity test, vision test, hearing test, and full blood test (including triglycerides and SMA-18, but excluding blood gasses test). Such costs shall be less any Town of Davie insurance coverage.

2. The Town will reimburse an employee for applicable out-of-pocket costs (co-payment and co-insurance amount, subject to usual and prevailing charges). When undergoing the physical examination, the employee must utilize his/her Town of Davie health insurance HMO or “in-network” primary care physician, with authorized referrals to “in-network” physicians and/or facilities.

3. Each employee having a physical examination pursuant to this Agreement shall have a medical examination form (attached hereon as Appendix A) completed by their examining physician, and said form shall be immediately provided to the Town.

ARTICLE 18

SENIORITY

1. It is agreed that seniority shall be applicable for all members of the Fire Department and shall mean employment in the classified service which is uninterrupted except for authorized leaves of absence. Time lost due to leaves of absence shall not be included in the determination of length of continuous service except where limited by law.

2. Authorized paid leaves of absence shall be included as part of continuous service.

3. Current and accurate seniority rosters, based on time in rank and time in service, shall be maintained and posted for all positions. Said rosters shall be utilized in selection of vacation and "Kelly Days". Seniority shall be determined in the following order:

   A - Rank

   B - Length of time in rank

   C - Length of service in a Davie Fire Rescue Department job classification(s) covered by this collective bargaining agreement.

   D - For employees hired on the same date and in the same rank, seniority shall be based first upon score on the promotional exam and then date and time of original application. With respect to the five (5) employees merged into the Davie Fire Department from Hacienda Village, because they were hired on the same date by Davie, their seniority with respect to each other (but not their Davie seniority) shall be based upon their date of hire at Hacienda Village and then their date and time of original application with Hacienda Village.

4. Layoffs shall be in reverse order of hiring regardless of rank, last hired first laid off. Recall will be in reverse order of layoff. Recall will be made by certified mail to the last address in the employee's record. The employee must, within twenty (20) days of the certified receipt date, signify his intention of returning to work to the office of the Chief and report within thirty (30) days thereafter, and/or may be extended for a mutually agreeable period of time, otherwise his name shall be automatically removed from the recall list. No new employees will be hired until all laid-off employees are recalled. Thirty (30) days advance notice, or pay in lieu thereof, shall be given to each employee to be laid-off.

ARTICLE 19

SAFETY

1. It is agreed that the bargaining unit can have one (1) member and one (1) alternate on the Town-wide Safety Committee. Bargaining Unit members may either attend unpaid or may, at the Union's option, be paid from the Union Time Pool.

ARTICLE 20

ON THE JOB INJURY

1. In the event that an employee covered by this Agreement sustains an accidental injury or illness which is deemed compensable under Florida's Workers' Compensation Act, the Town shall pay to the employee his regular salary, less any workers' compensation disability benefit received until:

   A. The employee returns to work light duty, as provided below; or

   B. The employee is able to return to his or her regular job; or

   C. The employee is awarded a disability pension from the Town of Davie Fire Fighter's Pension Plan; or

   D. One year has passed since the date of the employee's illness or injury.

2. As a condition of continued receipt of the above benefit, the employee shall submit, upon request by the Town, to an examination by a physician selected by the Town subject to the following limitations:

   A. The employee shall be allowed to schedule his or her own appointment with the physician within the days specified by the Town for the examination;

   B. The physician shall be located within Broward County unless otherwise agreed to by the employee and the Town;

   C. Such examination shall not be more frequent than once every seven (7) calendar days;

   D. The Town-selected physician shall determine what testing is necessary to conduct the examination.

3. Employees who sustain an injury due to engaging in recreational activity (including but not limited to playing basketball; playing ping pong; using exercise equipment; jogging; etc.) shall not be entitled to receive supplemental pay under this article.

4. Time off from work under this Article shall be counted as time worked for purposes of computing seniority. Sick and vacation time shall be earned for up to one (1) year from the date of injury.

5. In order to receive full pay from the Town, the employee will be required to endorse any workers' compensation checks, thus assigning payment to the Town.

6. In order for an employee to be eligible for full pay, s/he must return to work on a light or limited duty basis if so ordered by the Town, providing a doctor releases the employee to perform light or limited duty.

7. Light Duty - As a condition of receiving the supplement benefit set forth in paragraph 1, above, the Town may require the employee to perform light duty work subject to the following conditions:

   A. Light duty work shall be performed for the Fire Department or Town and shall be duties the employee is physically and psychologically able to perform, as determined by a physician. The work hours of light duty will be determined by the Fire Chief or designee.

   B. When approved by Fire Chief or designee, while working light duty, the employee shall be permitted time off, with pay, to receive medical care for said illness or injury.

8. The Town shall establish and implement a procedure for reporting incidents when an employee, in the performance of their duties, is required to perform rescue or provide medical assistance. All employees shall comply with the injury, accident and/or incident report requirements of the Town. The Town shall publish and make the requirements available to all supervisors.

   A. Wherever possible all work related injuries shall be reported in writing before the end of the shift on which the injury occurred.

9. No employee who is able to return to his/her regular job, within three (3) years of date of injury shall be refused reemployment or assignment to regular duty if vacancy exists because s/he suffered an injury arising out of and in the course of his/her employment, unless said employee is receiving the benefits provided in Section 1 of this Article, Social Security disability benefits, or a disability pension. Leave on account of such a disability shall not interrupt seniority and shall be counted as time worked for purposes of computing seniority.

ARTICLE 21

ENVIRONMENTAL CONDITIONS

1. In recognition of the need of members of the Fire Department to have reasonable living facilities while on duty, the Town hereby agrees to provide and pay for full and complete facilities for storage, preparation and serving of meals, lounges, lounge furnishings, bathrooms, beds and bunkrooms, bed linens, and necessary paper products; dishes, flatware and glassware. The facilities mentioned herein shall be of sufficient quantity to accommodate the number of personnel assigned for each shift of duty and shall be of high quality, equivalent to reasonable living conditions. The Town further agrees to provide these facilities without cost to Union members. Further, the Town shall supply janitorial maintenance supplies, including soaps and other cleaning and washing products. Laundering of personal clothing other than firefighting clothing will not be allowed.

   All items specified above will be replaced by the Town when it is deemed necessary by the Fire Chief. The Chief shall respond to written requests for replacements within 30 days from the request. The Chief's decision may be overturned or modified by an arbitrator only if it is determined that the Chief acted unreasonably.

ARTICLE 22

BEREAVEMENT LEAVE

1. In the event of a death of a member of the employee's immediate family described in Section 2, shift employees shall be granted immediate bereavement leave of two (2) shifts in state and a forty (40) hour employee shall be granted immediate bereavement leave of three (3) eight (8) hour days. Shift employees will be granted three (3) shifts without loss of pay if the employee travels to a funeral outside of the State and the forty (40) hour employee will be granted five (5) eight (8) hour days without loss of pay if the employee travels to a funeral outside of a the State. If one of the days or shifts falls on a Kelly Day that day shall count toward the days or shifts in the leave. In the event that additional time is requested by the employee, it shall be charged to sick and/or vacation leave at the request of the employee when approved by the Fire Chief or designee.

2. Immediate family is defined as: father, mother, son, daughter, sister, brother, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandparents and spouse’s grandparents.

3. The Town reserves the right to require documentation supporting all approval of bereavement leave after the employee returns to work.

ARTICLE 23

VACANCIES

1. When a vacancy occurs in a non-promotional bargaining unit position, the Town will fill said position when deemed necessary.

ARTICLE 24 - SHIFT EXCHANGE

1. Shift exchanges are a privilege and any abuse of shift exchange will result in loss of that privilege. Shift exchanges shall not interfere with training activities necessary for the maintenance of licenses or certifications required for the employee's current job classification or specialty team assignment. An employee may exchange shifts with employees of equal rank upon receiving prior approval of the Chief or designee. Shift exchanges between ranks shall be allowed upon prior approval by the Chief or designee, and the employee must be qualified to perform the same duties. Qualification may include, but not be limited to, medical certifications, specialty training, and the ability/authorization to work out of classification/upgrades. The Chief or designee shall have final discretion in determining if an employee is qualified to perform said duties. An employee who has agreed to serve an exchanged shift will not be granted time off for that shift, unless approved by the Chief or designee. It is expressly understood that shift exchanges under this article are granted exclusively for employee convenience. Any failure to report to and complete a shift exchange, if not approved by the Fire Chief or his/her designee, may result in disciplinary action as well as loss of time exchange privileges for up to one (1) year. Failure to report for a shift exchange is AWOL, unless leave is approved. All leave shall be in accordance with departmental policy and/or this agreement. In extreme circumstances, or in the event of a firefighter's illness and/or injury, the Chief or designee may excuse an employee from completing a shift exchange.

2. A fourteen (14) hour prior approval is required. The Fire Chief-or designee in their sole discretion, may permit a shift exchange, due to extenuating circumstances, in a shorter time period.

3. New Employees during their probationary period are not eligible to perform shift exchanges, except for the purpose of approved training or education and may only do so upon receiving prior authorization from the Fire Chief or designee.

~~4.~~ All shift exchange documentation must be on the appropriate forms as specified by the Fire Chief or designee.

5. The responsibility of use and payback of shift exchanges is the sole responsibility of the employees engaging in the exchange and must be repaid within a 12 month period.

6. An employee shall not exchange Kelly Day with him or herself unless within the same work cycle and with the approval of the Fire Chief or designee.

7. The Town shall have no liability or responsibility in the accumulation of shift exchange time between employees in accordance with provisions of the Fair Labor Standards Act.

ARTICLE 25

REQUIRED COURT APPEARANCES

1. If a member covered by this agreement is subpoenaed to give testimony in court or a deposition or agency hearing on behalf of the Town or is legally required to testify in a matter connected with his Town employment, said employee will receive his full pay while so doing, with no loss of time, if he is on regular duty.

2. If the employee is not on regularly scheduled duty, time spent giving such testimony shall be paid at the normal overtime rate. Employees will be paid for the minimum of three (3) hours overtime rate for appearance required under this section.

3. This section applies to an employee covered by this Agreement who receives a subpoena from the State Attorney's Office which requires him to remain at home for a specific period of time within which time he may be called to testify at a hearing. Whenever an employee receives a "stand-by subpoena" in a case directly involving the performance of his job duties for the Town, the employee shall immediately notify the Fire Chief or designee. An employee who wishes to be paid for stand-by time will be permitted to report to work at a location determined by the Fire Chief (or designee); the Fire Chief (or designee) will also determine the appropriate work to be performed by said employee. The employee will be paid for all work performed while on stand-by at his regular base rate of pay.

4. The employee shall be required to consult with the Fire Chief (or designee) on Fire Rescue Department matters regarding any subpoenas, depositions, proceedings, or other Town of Davie official business, prior to said testimony or depositions. Said consultations shall occur in a timely manner when legal notifications are provided in advance to the employee. All employees must notify their Battalion Chief within 48 hours of receiving a subpoena to give testimony on behalf of the Town or any matter connected with that employee’s employment by the Town. Employee shall notify their Battalion Chief within 48 hours of receipt of the subpoena by telephone, hand delivery of a copy of the subpoena, or via letter through inter-office mail with a copy of the subpoena. All employees should retain a copy of any subpoena.

ARTICLE 26

JOB CLASSIFICATION QUALIFICATIONS AND PROMOTION

Job Classification Qualifications

1. An employment selection process will be utilized for selection-for all bargaining unit positions. Town of Davie shall establish criteria for eligibility requirements. The following is a list of requirements for each listed job classification:

a) To be eligible for the assignment to Rescue Crew Leader, the employee must meet the following requirements

1. Must currently be employed in the Davie Fire Rescue Department;
2. Possess and maintain a State of Florida Firefighter Certification;
3. Possess and maintain a State of Florida Paramedic Certification;
4. Must have served a minimum of three (3) years with said certifications with the Davie Fire Rescue Department;
5. Possess and maintain a Florida Class E Drivers License, or equivalent or higher Florida Drivers License;
6. Possess an Emergency Vehicle Operator Course (EVOC) certification; and
7. Pass assessments as defined by the Fire Chief and EMS Medical Director.

b) To be eligible for the position of Fire Driver Engineer, the employee must meet the following requirements:

1. Must currently be employed in the Davie Fire Rescue Department;
2. Possess and maintain a State of Florida Firefighter Certification;
3. Possess and maintain a State of Florida Paramedic Certification if hired after January 01, 1997;
4. Must have served a minimum of three (3) years with said certifications with the Davie Fire Rescue Department;
5. Must have completed the Driver Operator course;
6. Possess a State of Florida Driver Operator Certification;
7. Possess and maintain a Florida Class E Drivers License, or equivalent or higher Florida Drivers License; and
8. Possess an Emergency Vehicle Operator Course (EVOC) certification.

c) To be eligible to be hired as a Fire Inspector, or for an existing Fire Rescue Department employee to serve in the position of Fire Inspector, that person must meet the following requirements:

1. Possess and maintain a State of Florida Firefighter Certification;
2. Possess and maintain a State of Florida Fire Inspector Certification;
3. Possess and maintain a Broward County Fire Inspector Certification;
4. Possess and maintain a Florida Class E Drivers License, or equivalent or higher Florida Drivers License; and
5. Possess an Emergency Vehicle Operator Course (EVOC) certification.

d) To be eligible for the position of Fire Plans Examiner, that person must meet the following requirements:

1. Possess and maintain a State of Florida Firefighter Certification;
2. Possess and maintain a State of Florida Fire Safety Inspector I Certification;
3. Possess and maintain a Broward County Fire Inspector Certification;
4. Possess and maintain a Broward County Board of Rules and Appeals Plans Examiner Certification;
5. Possess an Associates Degree in Fire Science or a related area as determined by the Fire Chief ;
6. Must have served as a minimum of three (3) years as a Fire Inspector;
7. Possess and maintain a Florida Class E Drivers License, or equivalent or higher Florida Drivers License; and
8. Possess an Emergency Vehicle Operator Course (EVOC) certification.

e) To be eligible for the position of Lieutenant, the employee must meet the following requirements:

1. Must currently be employed in the Davie Fire Rescue Department as a Fire Driver Engineer or serve in the capacity of Acting Fire Driver Engineer;
2. Possess and maintain a State of Florida Firefighter Certification;
3. Possess and maintain a State of Florida Paramedic Certification;
4. Possess and maintain a State of Florida Fire Officer #1 Certification;
5. Must have served as a minimum of five (5) years with the Davie Fire Rescue Department; (An Associates degree in Fire, EMS, or a related area as determined by the Fire Chief or designee may substitute for one (1) year of the designated experience.)
6. Possess and maintain a Florida Class E Drivers License, or equivalent or higher Florida Drivers License; and
7. Possess an Emergency Vehicle Operator Course (EVOC) certification.

f) To be eligible for the position of Fire Captain, the employee must meet the following requirements:

1. Must currently be employed in the Davie Fire Rescue Department as a Fire Lieutenant or serve in the capacity of Acting Fire Lieutenant;
2. Possess and maintain a State of Florida Firefighter Certification;
3. Possess and maintain a State of Florida Paramedic Certification;
4. Possess and maintain a State of Florida Fire Officer #1 Certification;
5. Must have served as a minimum of seven (7) years with the Davie Fire Rescue Department; (An Associates degree in Fire, EMS, or a related area as determined by the Fire Chief or designee may substitute for one (1) year of the designated experience.)

g) Members employed in Fire Captain, Fire Lieutenant, Fire Driver Engineer, Firefighter Paramedic job classifications must possess and maintain all of the requirements of that job classification and of each of subordinate job classifications listed in this sentence as a condition of initial and continued employment in that job classification. No member employed at the time of ratification of this agreement in one of these job classifications will be demoted based solely on this provision.

h) Selection processes may include, but may not be limited to, evaluations of training and experience, written tests, oral tests, assessment centers, performance tests, and other professionally accepted selection instruments.

i) All above mentioned qualifications are subject to change pursuant to Federal and State law and/or County Regulation.

Promotions

2. Announcements of promotional examination shall indicate job classification eligibility requirements for said promotional position(s). Announcements of promotional examination shall be posted continuously in each Fire Station for not less than sixty (60) days prior to the examination date which will be stated in the announcement. All selection processes components shall be conducted within one hundred twenty (120) days of closing date of the promotional announcement. Identifiable sources of information for all promotional examinations shall be published upon announcement of said examination.–The Town shall use sources of information which are available to the potential examinees.

3. The Town agrees that all classified positions of the Fire Rescue Department shall be filled from the list of eligibles certified by the Director of Human Resources Management.

The Town will establish component weights and minimum passing scores, and/or a composite minimum passing score for-the promotional examination. Scores will be calculated and posted to the hundredths place (.00). If the thousandths place is five (.005) or greater the hundredths place will be rounded up (e.g., 80.565 rounds to 80.57). If the thousandths place is four (.004) or less the hundredths place will be rounded down (e.g., 80.564 rounds to 80.56). A list, ranking employees according to scores will be posted within thirty (30) calendar days after completion of all selection process components.

Employees will have the opportunity to challenge (in writing) specific test questions during and immediately following the administration of the written test (multiple choice, true/false, fill-in the blank, matching only) session. In the event any specific test questions are challenged in a timely manner, all such challenged questions will be submitted for review to the person(s) who are responsible for preparing the challenged question(s). The results of this review will be final and binding and no further challenges will be permitted.

Absent a timely challenge, the Town will schedule and conduct, the next selection process component within thirty (30) calendar days after the written scores are announced. Otherwise, the next selection process component will be scheduled and conducted within thirty (30) calendar days after the specific challenges are resolved.

4. Appointments shall be made on the basis of the final score of each candidate. The Town will determine the factor which provides the weighted average score of selection process components and will include the said factor in the appropriate promotional announcement.

5. The Town agrees to establish a ranked promotional eligibility list which list will then be valid for a period of eighteen (18) months from the date of posting such list, which date must appear on the list. The list life may be extended to twenty-four (24) months at the discretion of the Fire Chief or designee. The eligibility list will be void when and if the list falls below three (3) names and Town desires that said list be void. If the Town is making promotions at one time from an eligibility list which, as a result, falls below three (3) names, the Town has the option of continuing to make those promotions from the list, or of considering it to be depleted.

6. In deciding which eligible employee to promote, the Fire Chief shall choose between the five (5) highest scores on the eligibility list and promote his or her choice, taking into account such factors as employment, attendance, and disciplinary history; job performance; supervisory input; education; and other job related factors

7. If a promotional examination is passed by less than three (3) candidates, the Town, at its discretion, will retest and will post the announcement for the second test within sixty (60) days from the posting of the scores of the first test.

ARTICLE 27

PROBATIONARY EMPLOYEES

A. NEW EMPLOYEES

A new employee of the Department shall be deemed to be in a probationary status for one (1) calendar year (twelve [12] continuous months), beginning with the first day of employment as a Firefighter.

If provided for in the Town of Davie job announcement, a new employee who was previously employed as a firefighter/paramedic and has successfully completed probation with their former employer may serve a probationary period of six (6) months.

An employee's probationary year shall be tolled and extended during any time period that the employee is not at work performing his/her regular, normal duties for more than thirty (30) calendar days (e.g., sick leave, light duty, and workers' compensation leave). The probationary period will commence running only when the employee returns to his/her normal duties.

An employee's probation may be extended at the discretion of the Fire Chief or designee for a maximum period of six (6) additional months. Should probation be extended, notice shall be given prior to the end of the probationary period. Subsequent to giving notice of extension, a remediation plan shall be provided to the employee. The Town shall notify an unsuccessful probationary employee prior to the end of the probationary period or the extended probationary period that they have not passed probation. Should the Town fail to provide timely notification that, either, probation has not been passed or that probation has been extended then probation shall be deemed passed. Notice need not be in any particular form, but must be written and also must be provided to the Union.

During an employee's probationary period, he/she serves at the will and pleasure of the Town. Accordingly, no probationary employee may grieve, or otherwise challenge, any decision involving assignment, discipline, layoff or discharge.

B. PROMOTIONS

In the event an employee receives a promotion from a lower to a higher bargaining unit position, or if the employee moves into a newly held classification, that employee shall serve a probationary period of twelve (12) months of continuous employment from the time of promotion (or from the time the employee begins performing in the newly held classification) as indicated on the approved Personnel Recommendation form.

An employee's promotional probationary year shall be tolled and extended during any time period that the employee is not at work performing his/her regular, normal duties for more than thirty (30) calendar days (e.g., sick leave, light duty, and workers' compensation leave). The promotional probationary period will commence running only when the employee returns to his/her normal duties.

An employee's promotional probation may be extended at the discretion of the Fire Chief or designee for a maximum period of six (6) additional months. Should probation be extended, notice shall be given prior to the end of the probationary period. Subsequent to giving notice of extension, a remediation plan shall be provided to the employee. The Town shall notify an unsuccessful probationary employee prior to the end of the probationary period or the extended probationary period that they have not passed probation. Should the Town fail to provide timely notification that either probation has not been passed or that probation has been extended, then probation shall be deemed passed. Notice need not be in any particular form, but must be written and also must be provided to the Union.

If an employee is returned to his/her former classification during his/her promotional probationary period for any reason other than failure to satisfactorily complete his/her promotional probationary period or voluntary reversion, then the employee will have his/her previous score reinstated on the applicable eligibility list if the same list is still in effect.

ARTICLE 28

CALL BACK/CALL BACK PAY/HOLDOVER

A. CALL BACK

1, All employees covered by the terms of this agreement who are called back to work unscheduled shall be paid at the overtime hourly rate for all hours worked and granted by this article. A call back order given to an employee during an emergency situation is mandatory, and will be excused at the sole discretion of the Fire Chief or designee and only if the employee provides substantial reasonable justification to be excused from the mandatory call back.

2 The definition of a Call Back is: Official notification considered any verbal contact from the dispatcher, Officer in Charge or designee regarding an unscheduled return to duty. However, this will not include an employee being ordered to commence work before his or her scheduled starting time where they are already in or at the work place at the time they are notified of being ordered to work. An employee called in two (2) hours or less prior to their scheduled starting time shall be treated as a hold over.

3. Call back to duty shall be at the discretion of either the Fire Chief or designee.

B. CALL BACK PAY

1.. Each member called back to duty by either the Fire Chief or designee shall receive a minimum of four (4) hours call back pay at the applicable overtime rate. Employees called into work more than two (2) hours prior to their scheduled starting time shall be paid time and half for actual unscheduled time worked. Travel time to and from call back duty shall not be compensated.

2. Staff meetings being an essential part in the performance of members duties, shall be paid at current straight time rates unless they are conducted beyond the members scheduled shift or beyond his/her scheduled work week. When this occurs, members shall receive overtime pay.

C. HOLDOVER

1. Employees required to begin work before their scheduled shift or to remain on duty beyond their regular tour of duty shall be paid at the rate of time and one half for actual time worked, with a guaranteed minimum of thirty (30) and fifteen (15) minute~~s~~ intervals thereafter at the applicable overtime rate.

D. SCHEDULED CALL BACK

1. When an employee voluntarily accepts a scheduled call back that begins more than two hours before or after his or her regular shift or day, such employee shall receive a minimum of three (3) hours call back pay at the applicable call back rate.

ARTICLE 29

EDUCATION INCENTIVE PROGRAM

SECTION 1

A. Certification and Degrees - the following supplements shall be added to the base salary (flat rate supplements, but not percentage supplements, will count towards average final compensation for pension purposes) for employees holding each of the following degrees, certificates, or obtaining each of the following (all such amounts will be paid bi-weekly or monthly and may be prorated):

1. E.M.T. State Certificate: $1,750 flat rate*

2. Fire Officer I State Certificate: $900 flat rate

3. A.S. Degree in Fire Science/EMS or closely related field, as determined by the Fire Chief or designee: Step increase (not to exceed maximum pay grade) per Town Personnel Rules and Regulations.

4. Paramedic State Certificate: (Fire Inspector and personnel assigned to the fire inspection bureau are not eligible. Shift personnel temporarily assigned to Fire Inspection Bureau are eligible.)
   $5,000 flat rate* Must be a Florida State certified paramedic and signed off by the Medical Director.*

   Increases to $5,500 after 3 yrs working experience** as a State certified paramedic.*

   Increases to $6,000 flat rate after 4 years working experience** as a State certified paramedic.* Increases to $6,500 flat rate after 5 years working experience** as a State certified paramedic.*

5. Fire Inspector State and County Certificate: (Fire Inspector and personnel assigned to the fire inspection bureau are not eligible.) Five percent (5%) or starting Fire Inspector pay (whichever is greater) for hours worked as a Fire Inspector when assigned by the Fire Chief or designee.

   * *Employees who receive paramedic incentive pay will not receive EMT incentive pay.*

   ** *As defined by the Fire Chief and the EMS Medical Director*

The above compensations shall be payable as long as the employee maintains his/her certification, provided however that no employee shall be entitled to Paramedic certification incentive pay for any period of time that the employee is not cleared for work as a Paramedic by the Fire Chief or designee and the EMS Medical Director. Any bargaining unit employee who was hired after September 1996, as a certified Firefighter Paramedic must maintain that certification. Each

certified Paramedic shall be responsible for meeting all obligations in maintaining his/her Paramedic certification.

SECTION 2

A. The Town shall provide and schedule, in a timely manner, an opportunity for required re-certifications to be administered on duty. Employees who do not utilize the provided on duty scheduled training will be responsible for securing their own required re-certifications from a provider approved by the Fire Chief and EMS Medical Director. All required re-certifications shall be reimbursed by the Town, provided prior approval for both the course and cost is granted by the Fire Chief or designee. In no case shall the reimbursement exceed the cost that would have been paid by the Town had the employee utilized the on duty scheduled training.

B. The Town agrees to reimburse for all job related courses, subject to the reimbursement schedule listed below, taken by employees of the Fire Department with the approval of the Fire Chief or designee; however, all courses shall be completed with a passing grade.

The Town of Davie will reimburse one hundred percent (100%) of tuition costs equivalent to those amounts charged by a State of Florida University or Community College if course is available at the lower level institution. Employee must apply for Florida Resident Access Grant (FRAG) and all monies awarded will be deducted from the amount reimbursed by the Town. The Town shall reimburse this tuition amount upon an employee's production of proof of payment Further, 100% of tuition costs, as stated above, will be reimbursed to employees who successfully pass a paramedic course(s) and provide proof of payment of such course, proof of State of Florida Paramedic Certification.

C. Employees who let their certification lapse or who separate from the Town's employ will be required to reimburse the Town for all educational reimbursements and/or reimbursements for obtaining/maintaining certification which had been received by the employee within the past two (2) years.

D. Employees of the Fire Department shall use their vacation leave to attend courses which they elect to attend upon approval by the Fire Chief or designee. Members shall be permitted to attend courses without loss of pay or time when approved by the Fire Chief or designee.

ARTICLE 30

INSURANCE

1. The Town shall provide $50,000* term life insurance protection for each member of the Fire Department. Effective May 1, 1996, employees may purchase an additional one (1), two (2), or three (3) times their annual base pay, rounded to the next highest $1,000, at their own expense at the prevailing rate. To do so, employees must comply with whatever terms and conditions are established by the carrier.

2. The Town agrees to pay 100% of the cost of the employee's health and dental insurance premium and 50% of the cost toward member's dependent health and dental insurance coverage.

3. Except where precluded by law, the Town agrees to maintain substantially equivalent benefits under its Town-sponsored group insurance policy (excluding HMO's) for the term of this Agreement. If the Town changes insurance plans or carriers it reserves the right to establish a deductible not to exceed $100.00 and an out of network deductible not to exceed $200.00 to take effect on the annual election date. Employees will be notified of any such increases on or before the annual election date.

4. The Town shall make available the above-specified health insurance coverage (at the Town's premium) to all bargaining unit employees who retire from the Town's employment. A retired employee may only receive dependent coverage if and to the extent s/he had dependent coverage at the time of retirement. If elected, insurance coverage will be at no cost to the Town.

* Subject to any applicable exclusion as mandated by the life insurance policy/carrier.

ARTICLE 31

HOURS OF DUTY

Hours of duty are effective as follows:

1. Firefighters, Driver Engineers, Lieutenants, Captains and Acting Battalion Chief.

   Shift Assignment, forty-eight (48) hour:

   A. Twenty-four (24) hours on duty, followed by forty-eight (48) hours off duty, with a Kelly day (shift off) every 7th shift. This schedule will result in an average of forty-eight (48) hours per week.

      Weekly Assignment, forty-eight (48) hour: (not to alter or replace shift assignment A. above)

   B. Four (4) ten (10) hour and one (1) eight hour day or three (3) eight (8) hour and one (1) twenty-four (24) hour day or five (5) eight (8) hour days and eight hours of on call or other time to be designated by the Fire Chief or combination thereof mutually agreed upon by the Fire Chief and Local 2315 to result in a forty-eight (48) hour work week. These schedules shall be assigned at the Fire Chief's discretion

      Weekly Assignment, forty (40) hour:

      Weekly Assignment:

   C. Five (5) consecutive eight and a half (8.5) hour workdays per work week, or at the Fire Chief's discretion four (4) ten (10) hour workdays per week. These schedules will result in a forty (40) hour work week.

The Fire Chief, or designee in his or her sole and exclusive discretion, will assign employees to work shift assignments or weekly assignments. The Fire Chief or designee, in his or her sole and exclusive discretion, may change assignments. No changes in assignment (from shift to weekly or weekly to shift) will occur without a two (2) week notice from the Fire Chief or designee. The two (2) week notice may be mutually waived if agreed upon by both parties. Applicable leave will accrue at a pro rated value.

When an employee's assignment is changed from forty-eight (48) hour to forty (40) hour or from forty (40) hour to forty-eight (48) hour, the employee's base hourly rate of pay and sick and vacation leave accrual rates and accumulated leave balances will be converted to equivalent annualized values.

When an employee's assignment is changed from shift to weekly or from weekly to shift, the employee's base hourly rate of pay and sick and vacation leave accrual rates and accumulated leave balances will be converted to equivalent annualized values.

Newly Hired Probationary Firefighters:

C. The Town shall have the option of placing any and/or all newly hired probationary firefighters on a forty-eight (48) hour work week, not to include Sundays, for the purposes of training and orientation. Said training and orientation will not exceed a total of sixty (60) days.

2. Kelly Days

A. In the event a scheduled Kelly day falls in the period of an individual's Vacation leave, the Kelly day will be credited during the employee's vacation leave period.

B. Kelly days shall be taken when earned.

C. Kelly days shall be bid by seniority from May 1st through May 31st (as defined in Article 17 of this agreement).

D. Kelly days shall-be bid in every even numbered year, subsequent bids shall take effect October 1st of that year.

E. The maximum amount of bargaining unit employees per rank, per shift allowed to bid a Kelly day shall be governed by the following:

Number in rank per shift	Number allowed to bid per Kelly day*
1 - 7	1
8 - 14	2
15 - 21	3
22 - 28	4

The above chart shall continue proportionately

* Two or more employees within the same rank may not bid the same Kelly day until such time as all remaining days of the week are equally filled.

3. Fire Inspectors:

A. Fire Inspectors shall be paid for 40 hours of work per week for thirty-seven (37.5) hours of actual work. This shall consist of five consecutive eight and half (8.5) hour "workdays" per week including, at the discretion of the Fire Chief or designee, employees may be eligible to take a one (1) hour paid lunch with no breaks or a one half hour paid lunch and two (2) fifteen (15) minute paid breaks per day subject to call. At the Fire Chief or designee's discretion, a four (4) ten (10) hour days per week schedule, consisting of thirty-eight (38) hours of actual work, maybe assigned. Employees working this schedule may be eligible to take a one half hour paid lunch per day subject to call. These schedules will result in a forty (40) hour paid work week.

By definition, "workday" in general, means the period between the time, on any particular day, when such employee commences his/her "principal activity" and the time on that day at which he/she ceases such principal activity or activities (U.S. Department of Labor).

B. Fire Inspectors shall receive take home vehicles and be subject to call. The subject to call policy shall be contained in the department's Rules and Regulations. All employees who are assigned vehicles including Fire Inspectors will be assigned take home vehicles based upon availability and only after successful completion of Field Training. Employee assigned take home vehicles shall only be authorized to utilize their vehicle within Broward County unless otherwise approved by the Fire Chief or designee. The take home vehicle program will be governed by the department's rules and regulations. Employees may become ineligible for the take home vehicle program as outlined in these rules and regulations. The take home vehicle program may be amended by the Fire Chief or designee at his/her sole discretion.

C. Inspectors will observe all holidays on which Town Hall is closed.

D. The Fire Chief shall prescribe hours of duty for an employee temporarily assigned inspection duties.

ARTICLE 32

OVERTIME

1. Hours worked in a pay period in excess of regularly scheduled paid hours shall be computed at the rate of one and one-half the employees earned rate of pay.

ARTICLE 33

STAFFING

1. The total number of bargaining unit fire-rescue personnel shall not fall below ninety-nine (99) personnel.

ARTICLE 34

WORKING OUT-OF- CLASSIFICATION

1. Employees who are temporarily assigned to a higher classification will receive the starting pay for that classification, but in no event will be compensated at a rate of pay which is less than 5% above their current rate of pay.

2. Any person temporarily assigned to a lower paying classification shall receive his original rate of pay and shall not suffer any loss of pay as a result of such reassignment.

3. Employees will not be transferred to another shift, station, or classification without the prior approval of the Chief.

4. An employee who is permanently transferred from one shift to another will receive written notification of transfer no later than two (2) weeks prior to the effective date of transfer, except in emergencies declared by the Fire Chief or designee. The two (2) weeks notice may be mutually waived.

ARTICLE 35

CONTRACT SAVINGS CLAUSE

If any provisions of this agreement, or the application of such provision, shall be rendered or declared invalid by any court of competent jurisdiction, the remaining parts or portions of this agreement shall remain in full force and effect. In the event of the foregoing, the parties, upon demand, agree to renegotiate a replacement provision and will sit to renegotiate said provision within fifteen (15) calendar days of the demand to renegotiate.

ARTICLE 36

HOLIDAY PAY, SICK LEAVE AND VACATION LEAVE

1. HOLIDAY PAY

Forty-eight (48) hour employees covered by this agreement shall be compensated with their base hourly rate of pay for twelve and one half (12.5) holidays per year as designated by the Town, excluding Quality Service Days, at a rate of twelve (12) hours of their base hourly rate of pay per holiday. Pay shall be paid to the employee on the pay date for the pay period in which the holiday falls.

Forty (40) hour employees shall observe the officially designated Town holidays.

3. SICK LEAVE

A. Sick leave shall be granted as provided in the Fire Department Rules and Regulations.

Upon the effective date of this Agreement, leave shall be accrued on the following schedule:

1. Forty-eight (48) hour employees shall accrue sick leave credits at the rate of 5.54 hours of sick leave biweekly (144 hours or 6 shifts per year).

2. Forty (40) hour employees shall accrue sick leave credits at the rate of 3.69 hours of sick leave biweekly or one [1] day per month.

B. Maximum Sick Leave Accumulation.

No Forty-eight (48) hour employees shall accumulate more than 768 hours (520 hours for forty [40] hour employees) of sick leave. Once a forty-eight (48) hour employee reaches 768 hours (520 hours for forty [40] hour employees) of sick leave, his/her accruals will cease until his/her sick leave falls below 768 hours (520 hours for forty [40] hour employees).

C. The request for and use of leave for sickness requires a telephonic message to the shift command prior to the beginning of the employee's work shift in accordance with the current department policy. Use of sick leave will be monitored administratively.

D. Sick Leave/Vacation Conversion: One time per fiscal year, forty-eight (48) hour employees who have a minimum of 216 hours of accrued sick leave and forty (40) hour

employees who have a minimum of 72 hours of accrued sick leave may convert two (2) days [forty-eight (48) hours for shift employees and eight (8) hours for forty (40) hour employees] of accrued sick leave to vacation leave.

E. Forty-eight (48) hour employees may convert forty-eight (48) hours of sick time to Emergency Personal Leave within any twelve month period to be used for emergencies not covered by Sick Leave. Forty (40) hour employees may convert sixteen (16) hours of sick time to Emergency Personal Leave within any twelve month period to be used for emergencies not covered by Sick Leave. Forty-eight (48) hour employees must use Emergency Personal Leave in twenty-four (24) hour increments and forty (40) hour employees must use Emergency Personal Leave in eight (8) hour increments. Emergency Personal Leave may not be used on a holiday, on the three (3) calendar days prior to a holiday, or on the three (3) calendar days after a holiday. Emergency Personal Leave may not be used if the maximum allotted hours had been utilized by the employee in the previous twelve month period.

F. Six (6) hours of wellness leave will be provided to a forty-eight (48) hour bargaining unit member and two (2) hours of wellness leave will be provided to a forty (40) hour bargaining unit member who has not uses any unscheduled sick or emergency leave within the first six (6) months of the fiscal year. An additional eighteen (18) hours of wellness leave will be provided to the forty-eight (48) hour bargaining unit member or an additional six (6) hours of wellness leave will be provided to the forty (40) hour bargaining unit member if that employee has not uses any unscheduled sick or emergency leave within the second six (6) months of the fiscal year. Wellness leave must be used within twelve (12) months of the date in which it was earned.

4. VACATION LEAVE

A. Vacation leave shall be accrued on the following schedule:

1. For forty-eight (48) hour employees (upon the effective date of this Agreement), biweekly accruals will be as follows:

Years of Service	Biweekly Accruals
Less than 5 years	6.42 hours (168 hours per year or 7 shifts) (0-60 months)
Completion of 5 years	8.31 hours (216 hours per year or 9 shifts) (61-120 months)
Completion of 10 years	10.16 hours (264 hours per year or 11 shifts) (121 months and greater)

2. For forty (40) hour employees, (upon the effective date of this Agreement) biweekly accruals will be as follows:

Years of Service	Biweekly Accruals
Less than 5 years (0-60 -months)	3.08 hours (80 hours year or 10 working days)
Completion of 5 years (61-120 months)	4.62 hours (120 hours year or 15 working days)
Completion of 10 years (121 months and greater)	6.15 hours (160 hours year or 20 working days)

B. Maximum Vacation Leave Accumulation.

An employee may accumulate and carry over to the next fiscal year unused vacation time at the end of the town's fiscal year at an amount equal to one (1) time his/her annual rate of accrual. At the end of each fiscal year, any accrued vacation leave in excess of the above will be forfeited.

In the event that an employee has regularly exercised the option to convert 24 hours of vacation leave to pay monthly (8 hours monthly for 40-hour employees), and if the employee has repeatedly been denied vacation requests despite good faith efforts to utilize vacation leave, or if the Fire Chief or designee has rescinded a previously approved vacation request, the employee shall be compensated at the employee's base rate of pay for hours attributable to the above in excess of the employee's annual vacation accrual at the end of each fiscal year.

5. Approval of vacation leave for all employees shall be contingent upon a minimum of forty-eight hours advance written request and it is also contingent upon the Department's being able to meet all current Department policies regarding minimum manning requirements despite the employee's absence. All requests for forty-eight hour employees will be subject to a minimum block of twelve (12) hours and contingent upon the approval of the Fire Chief or designee. The forty-eight (48) hour notice may be waived by the Fire Chief or designee.

6. Vacation leave selection and its approval shall be determined by time in rank seniority. The total number of personnel, performing bargaining unit positions, permitted time-off per shift (inclusive of Kelly Days) at any one time shall be based on rank as follows:

Total number of personnel in rank per shift	Total personnel permitted off

1 - 7	2
8 - 14	3
15 - 21	4

The above chart shall continue proportionately

Employees performing administrative assignments and/or positions shall not be counted against shift personnel allowed off.

The Chief, in his sole and exclusive discretion, may permit more than the maximum number of Firefighters to be absent provided that:

1. Less than the maximum number of Driver Engineers, Lieutenants, or Captains are absent;
2. There is sufficient personnel available;
3. There will be no additional cost to the Town.

7. The total number of personnel permitted off per shift shall be as follows:

Total number of personnel per shift	Total personnel permitted off
16-20	4
21-25	5
26-30	6
31-35	7
36-40	8
41-45	9

The above chart shall continue proportionately

Employees performing administrative assignments and/or positions shall not be counted against shift personnel allowed off.

However, the Department may limit the number of personnel permitted to be off work below the above-levels in order to ensure compliance with Departmental minimum staffing levels. Minimum staffing levels will be established and implemented by the Fire Chief in his sole and exclusive discretion and may be changed from time-to-time. The Fire Chief will provide

all members an opportunity to utilize all earned annual vacation time in accordance with departmental procedures.

8. Total number of personnel permitted off will include sick leave after one shift, worker's compensation leave, paid/unpaid leave of absence (including suspension), Kelly Days, "time pool" leave, and union time pool usage.

9. Forty-eight (48) hour employees may elect to convert twenty-four (24) hours of sick or vacation leave per month to pay. Forty (40) hour employees may elect to convert eight (8) hours of sick or vacation leave per month to pay. This election must be made on a quarterly basis. The conversion will be paid monthly on the first pay period following the end of each month in the quarter. The maximum pay-out for converted leave shall not exceed 288 hours annually for forty-eight (48) hour employees and 96 hours annually for forty (40) hour employees.

10. Leave accrual information will be provided to each employee for his individual accumulations on his/her paycheck stub.

11. Upon a forty-eight hour (48) employee's separation from the Town, up to 264 hours (160 hours for a forty [40] hour employee) of accumulated vacation leave and up to 744 hours (520 hours for a forty [40] hour employee) of accumulated sick leave will be paid to the employee at 100% of their base hourly rate of pay upon separation. All earned vacation and sick leave of employees who die, while in the employ of the town, shall be paid to estate of said individual.

12. Time Pool

A. The Town agrees that the unit employees may establish a "time pool" to be administered by and for the members of the bargaining unit and this "time pool" shall be administered within the following guidelines:

1. Membership in the Time Pool is voluntary on an individual basis and is available to all bargaining unit members.

2. (a) Three (3) members of the bargaining unit will comprise the Time Pool committee.

(1) Two (2) members will be elected at large by the members of the bank.

(2) One (1) member will be appointed by the Executive Board of the Union.

(b) All members of the Committee must be members of the Time Pool.

(c) The elected representatives will be elected by the membership once a year. The appointed member will be selected by the Union Executive Board on the same yearly basis.

(d) In the event an elected member withdraws from the Committee, the post will be filled by the action of the remaining Committee members for the duration of the term of office. Should any representative appointed by the Union Executive Board withdraw from the Committee, the vacancy will be filled by another representative appointed by the Union Executive Board.

(e) The representative appointed by the Union Executive Board shall be designated as chairperson.

3. Requirements for eligibility in the Time Pool are:

(a) Bargaining unit employee.

(b) The employee must have worked a minimum of 240 hours (40 hour employee, 200 hours) prior to membership in the bank.

(1) Each participating member shall allocate twenty-four (24) hours (40 hour employee, 20 hours) to be deducted from their personal vacation and/or sick leave account.

(2) When the reserve in the Time Pool has been reduced to 120 hours, each member wishing to remain in the pool must allocate an additional twenty-four (24) hours (40 hour employees, 20 hours) of leave hours in writing through the committee.

(3) An employee who has been eligible for the Time Pool, but had previously not participated or dropped out of the Time Pool, must contribute not only the current assessments but also all previous assessments. These back assessments will be based upon the employee's date of hire or the date upon which s/he dropped his/her membership from the pool.

4. The office of the Department of Finance and the Committee shall maintain records of contributions and withdrawals from the Time Pool. All authorizations to contribute and withdraw time must be in writing and signed by the individual member. Allocated time will be recorded by the Town as dollar value in and dollar value out. Value of the time pool will be initially established as of May 01, 2003. The value of each contribution thereafter shall be determined by the employee's current rate of pay at the time of each assessment. There will be no cost to the Town for leave bank utilization. However, the Town will not charge the bank time and a half to cover overtime. Under normal circumstances bank utilization will include reasonable notice.

5. When an assessment is authorized, the assessment shall be deducted from the individual's accrued leave.

6. Conditions for Pool Time use:

   (a) To be eligible to receive time from the Time Pool, an employee must be a member of the Time Pool prior to acquiring any illness, injury, or disability which might be eligible for Time pool withdrawal.

   (b) A member must utilize 240 hours (40 hour employee, 200 hours) of his/her leave before being eligible to receive time from the Time Pool.

   (c) Should a member acquire an illness, injury, or disability while on leave, the remainder of the leave plus 240 hours (40 hour employee, 200 hours) must be used before applying to the Time Pool.

   (d) Application for a Time Pool withdrawal must be submitted in memorandum form to the committee and shall provide the following information:

      (1) Name of applicant to receive time.

      (2) Date illness, injury, or disability began and nature thereof.

      (3) A physician's statement describing illness, injury, or disability and estimated length of time until return to duty. The committee shall have the right to request the applicant to select another physician from a list of five (5) physicians chosen by the Committee and have that physician review the initial statement and examine the applicant. The applicant will then provide the Committee with a statement from the chosen physician describing the illness, injury, or disability and estimated length

of time until return to duty. The additional exam will be at the applicant's expense.

(e) A member will be granted up to a maximum of 240 hours (40 hour employee, 200 hours) initially and may be granted additional increments of up to 240 hours (40 hour employee, 200 hours) as necessary for the same illness, injury or disability.

(f) Leave time may be granted for illnesses, injuries, or disabilities directly suffered by members of the Time Pool and shall not be granted for members to care for relatives or dependents.

(g) The use of Committee authorized Time Pool by an individual shall require compliance with department rules relating to use of leave (i.e., notice, approval to be absent, etc.) prior to the individual being absent from scheduled duty.

(h) An employee who has been requested to return to light duty and who has been determined to be able to perform light duty, but has refused to return to work, will not be eligible for leave time pool.

(i) A member will be granted a maximum of 576 hours (40 hour employees, 480 hours) per illness, injury or disability.

7. Two (2) members of the Committee shall constitute a quorum for rulings. Should the vote be tied (i.e., one to one), the third member will be contacted for his/her vote. Once the tie is broken, the ruling is made in accordance with the majority vote. In the event no agreement can be reached by the Committee, the matter shall be presented to the membership for a secret ballot vote, in which case a simple majority of those members voting shall determine the issue which decision shall be final.

8. Meetings are to be held at the call of the chairperson at a location to be specified by the chairperson.

9. A committee shall be nominated by the bank members to conduct elections for the leave bank representatives and to certify the results of said election.

10. Dissolution of Time Pool:

    In the event the Time Pool is dissolved, by mutual consent of the Town and Union, the unused credit remaining in the fund shall be dispersed at the discretion and direction of the Time Pool Committee and no claim may be processed against the

Town by current or former employees. The Union will hold the Town harmless against any claims made against the Town on account of Time Pool functions. Denial by the Committee for Time Pool usage for leave pursuant to this Article shall not be grievable.

13. Annual Vacation Leave

(a) Annual vacation leave will run from October 1st of each year to September 30th of the following year. Selection of annual vacation leave will be July 1st through July 31st of each year and shall be selected by seniority. Posting will be done on or before August 20th of each year. Limitations on first selection, by seniority, will be the following maximums:

Years of Service	Maximum Leave Shifts as First Choice
Less than 5 years	7
Completion of 5 years	9
Completion of 10 years	12

(b) The bidding for and awarding of annual vacation leave shall be based on Departmental seniority.

(c) New probationary employee will not be permitted to bid annual vacation leave which will fall within their probationary period.

(d) Employees on an authorized absence during the annual vacation leave bid period may:

(1) Bid their annual vacation leave selections prior to the beginning of their authorized absence.

(2) Send their annual vacation leave bid selections by certified mail during the annual vacation leave bid period.

(e) The calendar for regular vacation leave will open on August 20th of each year.

ARTICLE 37

LEAVES OF ABSENCE

1. Employees may take leaves of absence without pay for periods not to exceed six (6) months with permission of the Town. The Town Administrator and the Fire Chief or designee may, at their discretion, permit longer leaves of absence.

ARTICLE 38

LONGEVITY

1. Each December the Town will pay to each employee hired prior to April 1, 1982, the following longevity payment which shall be based upon the employee's continuous service as of the immediately preceding September 30th:

Length of Service	Longevity Payment
36 - 71 months	$ 1,000
72 - 119 months	1,500
120 or more months	2,000

2. For employees hired on April 1, 1982, or thereafter, the following longevity payments shall be paid:

Length of Service	Longevity Payment
36 - 71 months	$ 500
72 - 119 months	1,000
120 - 180 months	1,500
181 or more months	2,000

3. For employees hired on October 1, 1985, or thereafter, the following longevity payments shall be paid:

Length of Service	Longevity Payment
72 - 119 months	$ 1,000
120 - 180 months	1,500
181 or more months	2,000

ARTICLE 39

STRIKES, LOCKOUTS

1. The Union will not participate in a strike against the Town nor will the Union instigate or support a strike.

2. The Town shall not authorize, initiate, or support a lockout.

ARTICLE 40

LABOR MANAGEMENT-COMMITTEE

1. A Labor Management committee to focus on productivity and related Fire Department problems will meet with the Fire Chief or designee at least quarterly to discuss areas of mutual concern. Composition of the Committee will be agreed upon by both the Fire Chief or designee and Union.

ARTICLE 41

REOPENER CLAUSE

1. By mutual consent this contract may be reopened with thirty (30) days notice to discuss specific issues, which will be agreed upon mutually by both parties prior to commencement of negotiation.

ARTICLE 42

MILITARY LEAVE

1. Military leave shall be granted in accordance to Federal and State laws. In all cases a work day shall be interpreted to be a fire department shift.

ARTICLE 43

HOLDOVER

1. Employees required to begin work before their scheduled shift or to remain on duty beyond their regular tour of duty shall be paid at the rate of time and one half for actual time worked, with a guaranteed minimum of thirty (30) minutes at the applicable overtime rate.

ARTICLE 44

PERSONAL LIABILITY PROTECTION

1. Where the Town may legally do so, the Town shall furnish to members covered by this Agreement liability insurance and/or benefit of legal defense in accordance with Florida State Statutes.

ARTICLE 45

CREATION OF NEW POSITIONS

1. In the event a new classification position is created and added to the bargaining unit by PERC, the Town and the Union will meet and negotiate for the wages, hours, and terms and conditions of employment for said new position.

ARTICLE 46 - WAGES

1. Effective the first full pay period in October 2006, the pay plan, including all steps and grades, shall be increased, across the board, by eight percent (8%) as a salary increase.

2. Effective the first full pay period in October 2007, the pay plan, including all steps and grades, shall be increased, across the board, by six and one half percent (6.5%) as a salary increase.

3. Effective the first full pay period in October 2007, a two and one-half percent (2.5%) step will be added to each grade of the pay plan within the bargaining unit. Effective on September 30, 2008, an additional two and one-half percent (2.5%) step will be added to each grade of the pay plan within the bargaining unit. Effective on the payday of the last full pay period wherein work is performed on or prior to September 30, 2008, payment for the aforementioned two (2) additional two and one-half percent (2.5%) steps will be made if applicable.

4. Advancement from step to step will be conditioned upon a satisfactory or better performance evaluation. Employees failing to achieve a satisfactory or better evaluation will be reevaluated after an additional three months. If performance is satisfactory or better on this next evaluation, an increase will be granted at that time, but it will have no retroactive application. In the event this next evaluation is not satisfactory or better, the employee will not receive an increase. In the event the Town does not provide an employee with a timely evaluation and the employee's evaluation is satisfactory, an increase will be granted retroactive to the employee's evaluation date.

5. Advancement from Firefighter to Driver Engineer or Fire Inspector shall be to the next higher step in the new pay grade. Advancement from Firefighter to Lieutenant shall be to the next higher step in the new pay grade or, a minimum of 5% salary increase. Employees shall receive a 2.5% per rank minimum increase. Advancement from Drive Engineer to Fire Inspector or Lieutenant shall be the next higher step in the new pay grade.

6. Shift employees reassigned to a forty (40) hours work week shall receive a minimum of a 10% salary increase based upon the employees' qualifications, experience, what rank the employee is assigned from, and responsibilities placed upon the employee.

7. If provided for in the Town of Davie Job Announcement employees who had been immediately previously employed as a certified firefighter/paramedic or fire inspector in the State of Florida, may receive one (1) additional pay step for each three (3) years of credited service (employment) with their previous department. A maximum of 15 years, 5 steps (FI/6) will be credited.

ARTICLE 47

PAYROLL ERRORS

1. Any error in an employee's payroll check of $100.00 or more shall be brought to the attention of the Fire Chief or his designee. If the error is not due to the negligence of the employee, the Town shall issue a check to the employee for the amount in error within three (3) working days after the proper notification is made by the employee. At the employee's option, this correction may be made on the following payroll check. Any errors amounting to less than $100.00 shall be corrected on the following payroll check.

ARTICLE 48

PRIVATE DUTY DETAIL

Any employee member who may be injured while on an assigned private duty detail shall be entitled to the same rights, privileges, and benefits as if he were injured while performing his duties for the Town of Davie, provided the Davie Fire Department has made the assignment.

Employee(s) assigned to private duty details shall be compensated at the rate of one and one half (1.5) times the hourly rate of pay for a topped out Firefighter at the salary grade maximum with a minimum of three (3) hours.

All details that extend past 12 midnight shall be compensated at an increased rate of an extra $2.50 per hour for each hour after midnight, or any part thereof.

ARTICLE 49

DRUG-FREE AND ALCOHOL-FREE WORKPLACE POLICY

1. The Town and the Union recognize that employee substance and alcohol abuse is a serious problem and has an adverse impact on Town government, the image of Town employees, the general health, welfare, and safety of Town employees, and the general public at large. Accordingly, the Town and the Union agree to the following drug-free and alcohol-free workplace policy that meets the Federal Drug Free workplace Act and the Florida Drug-Free Workplace program. All current and future applicants and employees are covered by this policy and, as a condition of employment, are required to abide by the terms of this policy. Random testing may be conducted pursuant to the Florida Drug-Free Workplace program. Because of state or federal laws and regulations, certain employees may be subject to additional requirements.

2. Unlawful manufacture, distribution, dispensation, selling or attempting to sell, purchase, possession or use of any controlled substances is prohibited both on duty and while off duty. Controlled substances include, but are not limited to amphetamines, barbiturates, cocaine, heroin, morphine, PCP, marijuana, hashish, and any other controlled substance listed in Schedules I through V of Section 202 of the Controlled Substance Act, 21 U.S.C. 812. Possession of unauthorized drug paraphernalia while on Town property is also prohibited.

3. While the Town understands employees and applicants under a physician's care may be required to use prescription drugs, use of said drugs that is not in accordance with the prescription and/or manufacturer's recommendations or any other abuse of prescribed medications will be dealt with on a case by case basis.

4. When employees have reason to know that the use of a particular medication may limit or impair their ability to perform their job -- e.g., based upon a doctor's advice or a warning label on prescription medication -- they should so notify their supervisor.

5. All employees are prohibited from using, possessing, distributing, dispensing, manufacturing, or purchasing alcohol while on duty, while on Town property, or on any work site. Consumption of alcoholic beverage(s) while on duty, including lunch and break periods, is strictly prohibited. Employees are also prohibited from using or abusing alcohol off duty to the extent that such use or abuse tends to have an adverse effect on job performance or otherwise have an adverse affect on the Town's image or relationship with other employees or the public. Further, possession of alcoholic beverage(s) on Town property (inside lockers, in Town vehicles, etc.) is prohibited. This would exclude off-duty Town sponsored events such as picnics or Town parties and other exceptional circumstances (approved in advance in writing by the Town Administrator or designee), such as paramedics who possess alcohol for legitimate use. However, this does not relieve the employee from the responsibility of using moderation and judgment in the use of alcohol at all times.

6. Being under the influence of alcohol and/or drugs while on duty, including lunch and break periods, is prohibited. "Under the influence" shall mean use or abuse of those amounts of drugs, alcohol, or controlled substances which test at levels which meet or exceed those set forth in Section 12 of this Article or for those substances when no level is established in Section 12, which meet or exceed applicable federal or state limits.

7. No member of the bargaining unit shall be subject to random testing for drug, alcohol, or illegal substances unless the Town is required to perform random testing by state or federal law and/or federal regulations, or pursuant to follow-up testing as a part of rehabilitation. The Town shall require an employee to submit to drug and/or alcohol testing whenever it has reasonable suspicion that an employee is in violation of this policy. Random testing may be conducted, if provided for by collective bargaining agreement or in order to comply with a federal or state law or regulation.

8. For the purposes of reasonable suspicion drug/alcohol testing, "reasonable suspicion" includes, but is not limited to, the following:

   A. Observable phenomena while at work, such as direct observation of drug use of the physical symptoms or manifestations of being under the influence of a drug, controlled substance or alcohol;

   B. Abnormal conduct or erratic behavior while at work or a general deterioration in work performance;

   C. A report of an employee using drugs, controlled substances or alcohol, provided by a reliable and credible source;

   D. Evidence that an individual has tampered with a test administered under this Article during his employment with the Town;

   E. Evidence that an employee has, during his employment, violated the provisions of section 2, above.

   It is agreed that at least two (2) supervisors must agree that there is reasonable suspicion to require an employee to submit to testing under this Article. The employee will be ordered to submit to the drug and/or alcohol test by the Fire Chief or designee. The supervisors who confirm that there is reasonable suspicion to require an employee to submit to testing will reduce to writing the basis for their determination(s) by the end of their shift.

9. Any employee who tests positive for alcohol and/or controlled substances, or who refuses to submit to testing, refuses to sign a consent form, fails to appear for testing, fails to

cooperate and/or successfully complete rehabilitation programs and any required after-care programs, or tampers with the test specimen may be subject to disciplinary action, up to and including termination.

10. Testing for drugs or illegal substances shall be done through a blood and/or urine analysis, intoxalysis, hair analysis, or other state or federally approved testing method. Testing for alcohol will be done through a blood analysis or through an intoxalyzer. Blood samples shall be taken to test for alcohol and/or drugs or other substances where it is generally accepted by medical and/or toxicological experts that testing for such substance is insufficiently accurate through urine samples or where testing of the substances through blood samples provides substantially greater accuracy. Urine samples shall be collected under supervision of the medical laboratory personnel in the following manner:

    A. Urine sample collection will be unwitnessed unless there is reason to believe that a particular individual may alter or substitute the specimen to be provided.

    B. Employees may inspect the container to be utilized for collection of the urine sample and may request a substitute container.

    C. Employees may observe the labeling, sealing, and packaging for routing of their urine samples by laboratory personnel.

    D. The laboratory shall maintain a record of the "chain of custody" or urine specimens.

    In the event a urine specimen is tested as positive under the drug testing screen, as specified below, a portion of that sample shall be subjected to gas chromatography/mass spectrophotometry [GC/MS] testing. If the GC/MS confirmation test also is positive, the employee may request a portion of the urine sample to be supplied to a qualified laboratory for independent analysis, the cost of which will be paid by the employee.

11. Drugs, their metabolites, alcohol and other substances for which the Town will screen an employee's urine and/or blood sample include, but are not limited to the following: alcohol, amphetamines, barbiturates, benzodiazepines, cocaine metabolites (benzoylecogonine), marijuana metabolites (delta-9-tetrahydro- cannabinol-9- carboxlyic acid), methaqualone, methadone, opiates, and phencyclidine, and propoxyphene. All testing shall be done by a state or federally approved laboratory with expertise in toxicology testing and methodology. All positive test results shall be evaluated by a certified toxicologist. All samples which test positive on a screening test shall be confirmed by gas chromatography/mass spectrophotometry [GC/MS]. Employees shall be required to document their legal drug and/or substance use, as required by the laboratory. Test results shall be treated with the same confidentiality as other medical records (except that they may be released to the Town, the Union [if applicable], in any proceedings held regarding any disciplinary action on account of a positive drug test result, and to any governmental agency).

The standards to be used for employee drug testing are as follows:

Drug Testing Standards

Drug/Metabolite Test	Screening Test	Confirmation
Amphetamines	1000 NG/ML	500 NG/ML
Barbiturates	300 NG/ML	150 NG/ML
Benzodiazepines	300 NG/ML	150 NG/ML
Cocaine	300 NG/ML	150 NG/ML
Marijuana	100 NG/ML	15 NG/ML
Methaqualone	300 NG/ML	150 NG/ML
Opiates	300 NG/ML	300 NG/ML
Phencyclidine	25 NG/ML	25 NG/ML
Propoxyphene	300 NG/ML	150 NG/ML
Methadone	300 NG/ML	150 NG/ML

An employee will be considered to test positive for alcohol at the level equal to or exceeding 0.04g%.

Other drugs and substances listed in Schedule I through V of Section 202 of the Controlled Substance Act, 21 U.S.C. 812 may be tested for the Town. In any event, they will be tested according to the levels contained in state statutes or regulations, and, if none exist, at levels according to generally accepted toxicology standards.

12. Each employee shall have the right to challenge the Town's adherence to the contractual requirements of drug testing set forth herein in the same manner that the employee may grieve any managerial decision.

13. The Town, in its discretion, may discipline an employee for drug and/or alcohol use/abuse and/or the Town may offer rehabilitation to the employee. It is recognized that the Town must make its determination as to whether to discipline and/or attempt to rehabilitate an individual who tests positive for being under the influence of alcohol, drugs or illegal substances on a case-by-case basis. If the Union believes the Town has acted arbitrarily and capriciously in its determination of whether to recommend rehabilitation of an employee, the Union may grieve the Town's decision. In the event the Town offers to rehabilitate an employee, the Town may place the employee on administrative leave without pay. If the employee so elects, the employee will be permitted to utilize accrued leave during his or her period of rehabilitation. An employee who fails to complete the entire rehabilitation program, including follow-up care, may be terminated. Also, in the event the Town elects to rehabilitate an employee, the Town is only obligated to offer rehabilitation to an employee one time and future "relapses" may be dealt with by immediate termination.

14. If the Town offers an employee the opportunity to enter into a drug or alcohol rehabilitation program, the Town may require the employee to execute any and all appropriate consent/release forms so that the Town can certify that the employee is enrolled in the program, is completing it, has completed it successfully, and/or is attending any after-care program. The Town may require an employee to submit to random testing for up to two (2) years after the employee returns to work. All counseling or treatment provided for in this policy is to be at the employee's expense, however nothing shall preclude the employee from submitting his or her expenses for reimbursement in accordance with any appropriate medical plan sponsored by the Town.

15. It is the responsibility of each employee who observes or has knowledge of another employee in a condition which the employee is or appears to be impaired in the performance of his or her job duties or who presents a hazard to the safety and welfare of others or is otherwise in violation of this policy, to promptly report the fact to his or her immediate supervisor. Any employee who, in good faith based on reasonable suspicion, reports an alleged violation of this policy, or any supervisory or managerial employee who investigates or takes action in good faith based on reasonable suspicion, shall not be harassed, retaliated against, or discriminated against in any way for making reports or participating in any investigation or action based thereon.

16. Any employee who is convicted of a criminal drug statute violation, or of any law involving driving a motor vehicle while intoxicated on or off the job may be subject to immediate disciplinary action, up to and including termination. As used herein, the term "convicted" means a plea of guilty, a plea of "nolo contendere," or a finding of guilty (regardless of whether adjudication is withheld) by any judicial body charged with the responsibility to determine violations of federal, Florida or any other state criminal drug statute or law concerning driving while intoxicated.

17. Any employee who is arrested, charged and/or convicted of a criminal drug statute violation, or of any law concerning driving while intoxicated on or off the job must so notify the Town's Fire Chief, in writing, no later than five (5) calendar days following such arrest, charge or conviction. It is the responsibility of the Town to notify any federal agency

with which the Town has a contract or grant as a condition of employment involving any employee convicted of any criminal drug statute for a violation occurring in the workplace within ten (10) days after receiving notice by the employee or by any other party.

18. Pursuant to an on-going drug and alcohol awareness program, the Town will periodically inform employees, formally and/or informally, of the dangers of drug and alcohol abuse in the workplace, the Town's policy of maintaining a drug-free and alcohol-free workplace, available drug and alcohol counseling, rehabilitation and assistance programs, and that violation of the Town's policy may result in disciplinary action, up to and including termination.

19. This policy will be posted in all fire stations and issued to all employees for placement in their employee manual.

20. An employee who refuses drug or alcohol testing may be subject to disciplinary action up to and including termination.

ARTICLE 50

RANDOM DRUG, ALCOHOL, AND TOBACCO TESTING

Random testing may be conducted pursuant to Article 49 and Article 53 of this agreement. It is a condition of employment that all employees abide by the Town's drug-free and alcohol-free workplace policy indicated in Article 49 and the no smoking policy indicated in Article 53. All current and future applicants and employees are covered by these policies and provisions and, as a condition of employment, are required to abide by the terms of these policies and provisions.

Random drug and alcohol testing will be conducted pursuant to the Florida Drug-Free Workplace program.

Selection of employees to be randomly drug and alcohol tested will be performed by an independent entity utilizing software accepted by the Federal Department of Transportation (DOT). No more that fifty percent (50%) of bargaining unit member will be randomly tested for drugs per year. No more that ten percent (10%) of bargaining unit member will be randomly tested for alcohol per year.

Employees will be randomly tested on the day their name is selected if the selected employee is on duty that day. If an employee is not on duty the day that the employee’s name is selected for random testing, the selected employee will be tested on the next day on which the employee is on duty. Said employee will not be told that his or her name had been selected until the next day on which the employee is on duty. If the selected employee is not tested on the next day on which the employee is on duty, the employee will not be tested on this occasion. The employee may be randomly selected for testing on another occasion.

ARTICLE 51

LOCAL 2315 RETIREE BENEFIT FUND

A. Retiree Benefit Fund

1. Local 2315 has established the Local 2315 Retiree Benefit Fund ("Retiree Benefit Fund"), in conformance with all applicable Federal (including but not limited to the Internal Revenue Code and applicable rules) and Florida Law, to provide full or partial payments for health insurance premiums and other benefits on behalf of former employees of the Town of Davie Fire Department who retire and separate on or after October 1, 1999.

2. Local 2315 agrees that the Town will have no liability or responsibility for implementation or administration of the Retiree Benefit Fund, including but not limited to any of the expenses or benefits of the fund. Local 2315 and the Retiree Benefit Fund shall indemnify, and hold the Town harmless against claim, demand, suit, or liability, and for attorneys' fees and legal costs arising in relation to the implementation or administration of the Retiree Benefit Fund, except to the extent that the Town's acts or omissions give rise to its own liability.

3. All employees covered by this Collective Bargaining Agreement shall be eligible to participate in the Retiree Benefit Fund. Any and all eligibility requirements and benefits provided through the Retiree Benefit Fund will be determined by the Board of Trustees of the Retiree Benefit Fund.

4. Bargaining unit employees promoted after January 1, 2004 to a Fire management job classification will continue in the Retiree Benefit Fund.

B. Town Contributions.

1. Within thirty (30) days after this Collective Bargaining Agreement (i.e., the agreement covering the period from October 1, 2005, through September 30, 2008) is ratified by both parties, the Town shall make a lump sum contribution to the Retiree Benefit Fund in an amount equal to two percent (2%) of payroll of the actively employed bargaining unit employees and bargaining unit employees promoted to a Fire management job classification (which shall consist of base pay as set forth in Article 47 of this Agreement, the educational incentives under Article 29 of this Agreement, the longevity payments under Article 39 of this Agreement, and, the holiday pay and accrued vacation or sick leave converted to pay under Article 36 of this Agreement) and shall be before any employee deductions for items including but not limited to pension contributions, social security, and Medicare payments.

2. The Town will contribute to the Retiree Benefit Fund in an amount equal to two percent (2%) of each bargaining unit employee's pay as defined above (i.e., base pay, educational incentives, longevity payments, and, the holiday pay and accrued vacation or sick leave that

has been converted to pay) and shall be before any employee deductions for items including but not limited to pension contributions, social security, and Medicare payments per pay-period. The Town's contributions to the Retiree Benefit Fund shall be made within ten (10) working days after each pay-period.

8. When making the contributions as provided for in this Article, the Town shall simultaneously provide a list of all bargaining unit members for whom payment has been made and the basis for the amount of payment made.

ARTICLE 52 - ASSIGNMENTS

1. All station and shift assignments will be at the sole discretion of the Fire Chief or designee. However, station rotation shall be on either a three (3) or six (6) month or other cycle at the Fire Chief's or designee's discretion.

2. Administrative assignments shall be assigned by the Fire Chief or designee as needed.

3. Employees working an administrative assignment shall upon completion of assignment return to their last held classification unless assigned or promoted to another assignment or classification.

4. Employees on administrative assignment shall be eligible to work their current classification and all positions qualified and eligible for.

5. Effective on the first pay period in October 2007, members assigned to the Rescue Division will receive five percent (5%) Rescue Division Assignment Pay.

SPECIAL TEAM ASSIGNMENTS

6. Firefighter/Paramedic Crew Leader assignment:* Five percent (5%)
   * *As defined by the Fire Chief and the EMS Medical Director*

7. Davie Fire Rescue Department employees assigned to "special" teams, such as the Dive Team; the composition, number of members, and team title of which shall be determined by the Fire Chief or designee: Two percent (2%) for each team and, effective on the first full pay period in October 2007, increase one percent (1%) per continuous year of experience on an individual team up to a maximum of five percent (5%) per team with a maximum limit of incentive pay for two (2) teams.

8. All Rescue Division and Specialty Team assignments shall be at the sole discretion of the Fire Chief or designee. The total number of members assigned or Specialty team make-up shall be at the sole discretion of the Fire Chief or designee.

9. The minimum length of assignment to any Special Team shall be twenty-four months (24) months from date of assignment, unless the employee so assigned must end the assignment because of receiving a promotion, must end the assignment for medical reasons, or reaches a mutual agreement with the Fire Chief to end the assgnment. The Fire Chief or designee has the sole discretion to remove or replace a member of the Special Team prior to the twenty-four months (24) months. The cost of training for Special Teams shall be reimbursed by the employee if the minimum assignment is not completed. At any time, a six (6) month notice of termination of participation shall be required by the assigned employee to the Fire Chief or designee.

All Special Team assignment pay shall be ten percent (10%) total no matter how many teams (including Crew Leader assignment) to which the employee is assigned. A member assigned to two or more teams (including Crew Leader assignment) will be paid no less than a total of ten percent (10%).

ARTICLE 53

NO SMOKING POLICY

1. All bargaining unit members hired on or after October 01, 1990, shall abstain from the use of tobacco products at all times during the period of their employment with the Town both on and off duty. Failure to comply with this provision shall result in disciplinary action up to and including dismissal.

ARTICLE 54

DURATION OF AGREEMENT

After a majority vote of those bargaining unit employees voting on the question of ratification, and thereafter upon its ratification by the Town Council and authorization for the Mayor to sign the Agreement on behalf of the Town, then the Agreement, upon being signed by the appropriate Union representatives, the Town Administrator, and Mayor, shall become effective.

This agreement shall continue in force and effect from October 01, 2005, until 11:59 p.m., September 30, 2008, The parties agree that no later than May 31, 2008, the parties shall meet, confer, and exchange initial proposals on all articles the parties wish to open for negotiations. Failure to submit an initial proposal shall not preclude a party from opening additional articles at a later date. If a new agreement is not reached upon expiration of this current agreement, this agreement shall continue in effect until a new agreement is signed.

All Letters of Understanding entered into between the Town and the IAFF prior to the signing of this collective bargaining agreement shall be null and void.

This agreement is signed _____ day of _____ , 2007.

_____ _____

President, Local 2315 Tom Truex, Mayor

_____ _____

Secretary, Local 2315 Gary Shimun

Town Administrator

TOWN OF DAVIE FIRE DEPARTMENT
EMPLOYEE PHYSICAL EXAMINATION

Date _____

nployee Name _____ Date of Birth _____

Address _____ Sex _____

A. PHYSICAL EXAMINATION - Height _____ Weight _____ Blood Pressure _____

Check Each Line	Normal	Abnormal or Needs Follow-up	Not Done	Comments/Diagnosis
1. Skin/Scalp				
2. Nutrition				
3. Neurologic				
4. Orthopedic & Spine				
5. Eyes				
6. Vision Test				
7. Ears & Hearing Test				
8. Auditory Acuity				
9. Speech				
10. Nose, Throat, Mouth				
11. Teeth & Gums				
12. Glands, including Thyroid				
13. Chest, Breasts				
14. Heart				
15. 12 Lead ECG				
16. Abdomen				
17. Genitalia				
18. Chest X-Ray				
19. Stress Test				
20. Lung Capacity Test				
21. Other				

B. LABORATORY
Full Blood Tests (including triglycerides and SMA-18, excluding blood gases) yes ☐ no ☐
If any tests are outside the normal limits, please list and comment:

C. Check Each Line	Yes	No	Comments (additional space on back)
Problem Health Habits			
Physical Handicap - Limits Activity			
Restriction Needed (specify)			
Other Handicaps/Disabilities			
(such as seizures, asthma, diabetes,			
sickle cell disease, etc.)			

Does this person have any condition that would prevent him/her from living and working in close proximity with fellow fire fighters? If so, please describe and explain.

Appendix A
(page 1 of 2)

D. I certify that this person has received the physical examination described on the previous page. yes ___ no ___

I certify that I have, on this date, examined this person and find him/her physically able to perform the duties of a fire fighter, as per the attached job description. yes ☐ no ☐

F. Comments

Physician's Signature _____ Date _____

Appendix A (page 2 of 2)

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TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT

TO: Mayor and Council Members

FROM/PHONE: Don DiPetrillo, Fire Chief/EMC, 797-1213

PREPARED BY: Prepared by Steve Eggnatz, Deputy Fire Chief, 797-1858

SUBJECT: Resolution

AFFECTED DISTRICT: All Districts

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, SETTING FORTH CERTAIN BENEFITS FOR FIRE MANAGEMENT BATTALION CHIEF, FIRE INSPECTOR SUPERVISOR, FIRE MARSHAL, ASSISTANT FIRE CHIEF AND DEPUTY FIRE CHIEF; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

REPORT IN BRIEF: This resolution will address present and future salary and benefit compression issues that exist between bargaining unit personnel and the Town's management staff in the Fire Rescue Department. In addition, it provides a fair compensation and equitable career path for advancement of bargaining personnel who are promoted into non-represented management positions.

Town of Davie policies generally afford for a minimum level of salary and benefits separation for supervisory positions, which acknowledge this distinction due to additional job responsibilities and/or education. Ratification of the pending IAFF collective bargaining agreement will unavoidably cause an inversion of salary compensation between bargaining unit personnel and non-represented management personnel. This resolution will alleviate the inversion of salary and benefits which inhibits career upward mobility. It will encourage retention and internal advancement. Salary compression presently exists in all fire non-represented classifications except for the rank of Fire Chief. No other non-fire rescue job classifications within the Town of Davie are currently affected by this problem. A similar resolution to prevent compression issues was authorized by Council for the Police Department non-represented management staff in October 2000.

PREVIOUS ACTIONS: None

CONCURRENCES: Town Administrator and Human Resource Management Dept.

FISCAL IMPACT: Yes

Has request been budgeted? No

What account will funds be appropriated from?: Fire Rescue Department Salaries Acct. (Varies) Expense to be funded using 2006-07 fiscal year salary savings.

RECOMMENDATION(S): Motion to approve the resolution.

Attachment: Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, SETTING FORTH CERTAIN BENEFITS FOR FIRE MANAGEMENT BATTALION CHIEF, FIRE INSPECTOR SUPERVISOR, FIRE MARSHAL, ASSISTANT FIRE CHIEF AND DEPUTY FIRE CHIEF; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, upon being promoted/hired, the non-represented fire management Battalion Chief, Fire Inspector Supervisor, Fire Marshal, Assistant Fire Chief, and Deputy Fire Chief, lose a substantial number of benefits previously afforded to them by the collective bargaining unit; and

WHEREAS, the Town recognizes that employees who choose to increase their responsibilities and education to take on additional challenges in non-represented positions to improve service to our citizens should not suffer a loss in minimum benefits or compensation; and

WHEREAS, the Town wishes to establish a fair and equitable policy of specific benefits to be afforded to non-represented fire management Battalion Chief, Fire Inspector Supervisor, Fire Marshal, Assistant Fire Chief, and Deputy Fire Chief by the Town.

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

SECTION 1. In addition to the current benefits afforded to non-represented fire management personnel, the provisional benefits of the fire collective bargaining unit with the Town shall apply to the Battalion Chief, Fire Inspector Supervisor, Fire Marshal, Assistant Fire Chief, and Deputy Fire Chief, who shall be the recipients of the benefits provided for therein.

SECTION 2. To correct current and future salary compression between bargaining unit members and the non-represented fire management Battalion Chief, Fire Inspector Supervisor, Fire Marshal, Assistant Fire Chief, and Deputy Fire Chief, the following plan shall be adopted:

A. Following any salary increase in the fire bargaining unit, Battalion Chief and Fire Inspector Supervisor will receive and maintain a minimum salary increase that is 10% greater than the highest ranking member of the bargaining unit of the equivalent work schedule.

B. Fire Marshal and Assistant Fire Chief will receive and maintain a minimum 5% increase over Battalion Chief of the equivalent work schedule.

C. Deputy Fire Chief will receive and maintain a minimum 5% increase over Assistant Fire Chief of the equivalent work schedule.

SECTION 3. All other Town compensation policies for Battalion Chief, Fire Inspector Supervisor, Fire Marshal, Assistant Fire Chief, and Deputy Fire Chief, shall be continued.

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2007.

_____
Mayor

ATTEST:

_____
Town Clerk

APPROVED THIS _____ DAY OF _____, 2007.

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: Site plan re-approval for a new one (1)-story funeral home building within the Forest Lawn Memorial Garden

AFFECTED DISTRICT: District 1

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: SP 12-05-06 / 07-28 / Forest Lawn Funeral Home / 6530 StateRoad 84/Generally located on the south side of State Road 84, 580 feet west of Davie Road.

REPORT IN BRIEF:
The petitioner is requesting re-approval for a new one (1)-story funeral home building within the Forest Lawn Memorial Gardens Cemetery and Crematory (approved by Town council July 20, 2005) the site plan expired July 20, 2006. Uses in the funeral home shall consist of general offices, display rooms, and a chapel for memorial services.

The petitioner's site design meets the intent of the B-2, Community Business District, to provide limited services needs of the local community. The subject site is designed for pedestrian movement with a proposed five (5) foot sidewalk to and from the northern right-of-way for State Road 84. In addition, the petitioner also proposes to provide a sidewalk connecting to the existing mausoleums.

The design of the one (1) story funeral home consists of warm painted beige colors and decorative features. The exterior elevation consists of scored lines, stucco finishes, hipped roof, and exterior light fixtures. Rectangular white aluminum frame windows are located on each exterior elevation. The funeral home a/c units shall be enclosed with a white vinyl fence, as well as, the patio being bounded with a concrete masonry wall for privacy.

The new Forest Lawn Funeral Home is compatible with both existing and allowable uses on and adjacent this property. Furthermore, the proposed funeral services tie in with the current and future uses abutting the subject site.

PREVIOUS ACTIONS: *Site Plan Request (SP 06-11-04),* On July 20, 2005, Town Council approved this site plan for the construction 90,635 sq. ft. Funeral Home Building.

CONCURRENCES: *Rezoning Request (ZB 04-01-07)*, The petitioner request to rezone the entire Forest Lawn Memorial Garden from A-9 (County), to Community faculty (CF) which will conform Town's zoning.

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): Staff Report

Exhibit "A"
Application: SP 12-5-06/07-28
Original Report Date: 5/15/07 **Revision(s):**

TOWN OF DAVIE

Development Services Department
Planning & Zoning Division
Staff Report and Recommendation

Applicant Information

Owner:
Name: S.C.I. Funeral Services of Florida, Inc.

Address: 1929 Allen Parkway
City: Houston, Texas 77019
Phone: (713) 525-9089

Petitioner:
Name: Marc Ferrara, Sharpe Project Developments
Address: 1212 South Andrews Ave
City: Fort Lauderdale, Florida 33316
Phone: (954) 832-9095 Ext. 206

Background Information

Application Request: Site plan re-approval for a new one (1)-story funeral home building within the Forest Lawn Memorial Garden

Address: 6530 State Road 84/Generally located on the south side of State Road 84, approximately 580 feet west of Davie Road.

Location: Generally located on the south side of State Road 84, approximately 580 feet west of Davie Road.

Future Land Use Plan Map: Regional Activity Center (RAC) and Transportation

Existing Zoning(s): B-2, Community Business District

Proposed Zoning: N/A

Existing Use(s): Vacant Parcel

Parcel Size: 2.08 acres (90,635 square feet)

Proposed Use(s): Forest Lawn Funeral Home Building

Proposed Density: N/A

	Surrounding Use(s):	**Surrounding Land Use Plan Map Designation(s):**
North:	State Road 84/I-595	T, Transportation
South:	Forrest Lawn	RAC, Regional Activity Center

East:	Vacant	RAC, Regional Activity Center
West:	Vacant	RAC, Regional Activity Center

Surrounding Zoning(s):

North:	A-9 (County), Cemetery District
South:	A-9 (County), Cemetery District
East:	A-9 (County), Cemetery District
West:	M-4 (County), Limited Heavy Industrial

Zoning History

Related zoning history:

Rezoning Request (ZB 2-1-04), On April 21, 2004 Town Council approved a portion of the Forest Lawn Memorial Gardens, from A-9 (County), Cemetery District, to B-2, Community Business District.

Previous requests on same property:

Site Plan Modification Request (SPM 12-03-06), On April 4, 2007 Town Council approved this site plan modification for Forest Lawn Memorial Garden to add a third mausoleum to the site.

Site Plan Modification Request (SPM 07-01-06), On July 07, 2006 staff administrative approved a site plan modification for the construction of Pavilion.

Site Plan Request (SP 06-11-04), On July 20, 2005, Town Council approved this site plan for the construction 90,635 sq. ft. Funeral Home Building.

Plat Request (P 04-01-04), On June 15, 2005, Town Council approved this Plat request.

Site Plan Request (SP 08-02-01), On November 11, 2001, Town Council approved this site plan for the construction of the second mausoleum.

Site Plan Request (SP 08-04-97), On November 05, 1997, Town Council approved this site plan for the construction of a 9000 sq ft. funeral home building.

Site Plan Request (SP 10-07-97), On October 28, 1997 staff administrative approved a site plan modification for the construction of memorial cremation garden.

Site Plan Request (SP 02-20-96), On May 05, 1996 Town Council approved site plan for the construction of a mausoleum.

Concurrent Request(s) on same property:

Rezoning Request (ZB 04-01-07), the petitioner request to rezone the entire Forest Lawn Memorial Garden from A-9 (County), to Community faculty (CF) which will conform Town's zoning.

Applicable Codes and Ordinances

The effective Code of Ordinances governing this project is the Town of Davie Land Development Code.

Land Development Code (Section 12-24 (J) (5)), the B-2, Community Business District is intended to implement the commercial designation of the Town of Davie Comprehensive Plan by providing for a

business area to service the shopping and limited service needs of several neighborhoods or the local community.

Land Development Code (Section 12-83), Conventional Nonresidential Development Standards, B-2, Community Business Center District requires the following minimums: lot area of 52,500 square feet, 200' frontage, 200' depth, 20' setbacks on all sides except 50' on sides abutting residentially zoned, occupied, or Land Use Plan designated properties, 30% open space, 10' minimum building separation and the following maximums: height 35' and 40% building coverage.

Land Development Code (Section 12-208 (A) (20)), Requirements for off-street parking. *Mortuaries; funeral homes.* One (1) space for each four (4) seats in chapel and viewing areas plus one (1) space for each four hundred (400) square feet of gross floor area. In no case shall there be less than twenty-five (25) parking spaces provided.

Comprehensive Plan Considerations

Planning Area:

The subject property falls within Planning Area 6. Planning Area 6 includes lands located south of State Road 84, east of University Drive and north of Nova Drive, together with lands located east of the Florida Turnpike and west of State Road 7, south of State Road 84 and north of the south Town limits. The majority of this planning area is industrially zoned and land used plan designated. There are small commercial parcels along the State Road 7 corridor with one large retail center being located on the southeast corner of University Drive and State Road 84. Commercial flexibility has been applied to lands designated Industrial on Nova Drive.

Broward County Land Use Plan:
The subject site falls within Flexibility Zone 99. The Broward County Land Development Code requires that any changes or waivers to requirements of development permit applications be reviewed and approved or disapproved by the municipality with final approval by Broward County Commission.

Applicable Goals, Objectives, & Policies:

Future Land Use Plan, Objective 17: Land Use Compatibility and Community Appearance, 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. The subject site is part of the Forest Lawn Memorial Garden property. The petitioner is proposing a new one (1)-story funeral home building with seventy-five (75) parking spaces. The funeral home footprint is approximately nine thousand four hundred and twenty-two (9,422) square feet. The subject site is zoned B-2, Community Business District with an underlying future land use plan map designation of Regional Activity Center. Adjacent north of the property is State Road 84, to the east and south is Forest Lawn Memorial Garden zoned A-9 (County) Cemetery District, and to the west is a vacant lot zoned M-4 (County) Limited Heavy Industrial District.
2.

The subject site will be designed for pedestrian movement with a proposed five (5) foot sidewalk to and from the northern right-of-way of State Road 84. In addition, the petitioner also will provide a sidewalk connecting to the existing mausoleums.

3. *Architecture:* The exterior elevation consists of warm painted beige colors, decorative features, scored lines, stucco finishes, hipped roof, and exterior light fixtures. Rectangular white aluminum frame windows are located on each exterior elevation. The funeral homes a/c units are located on southwest corner of the building place on a four-inch concrete pad and enclosed within a four-foot high vinyl fence.
4. *Access and Parking:* Access onto the site is via an opening at the northwestern portion of the Forest Lawn Memorial Garden off State Road 84 and at the eastern boundary line parallel to Davie Road. The opening on State Road 84 and Davie Road is a full access opening allowing vehicular traffic to and from Forest Lawn Memorial Garden. After vehicles enter onto the site from northwestern opening, they maneuver to the funeral home and around the perimeter of the site. The petitioner is proposing a covered drive-thru along the western side of the building. For the loading and unloading of the funeral vehicles. Vehicular parking will be provided on the north, east, and south portions of the property only. The petitioner is proposing a garbage dumpster enclosure on the southwestern portion of the subject site; it shall be consistent with the architecture of the funeral home.

   The proposed site plan provides seventy-two (72) standard parking spaces and three (3) handicapped spaces, for seventy-five (75) parking spaces.

5. *Lighting:* The lighting design meets the Land Development Code that requires maximum foot-candles of (1) at property lines.

6. *Signage:* Signage is not part of this site plan application. All signs shall meet code prior to the issuance of a building permit.

7. *Landscaping:* The site plan meets the minimum requirements as indicated in the Town of Davie, Land Development Code, as per § 12-107 (D) 1, Commercial use under 20,000 sq. ft. The plan illustrates plant material along the perimeter of the site including Live Oak, Dwarf Cassia, Mahogany, and Pink Crepe Myrtle. The planting material around the perimeter of funeral home includes Pigeon Plum, "Lakeview" Jasmine, Sabal Palm, Pink Tabebuia, Gumbo Limbo, and Ixora Nora Grant. All plant material within the required twenty-five (25) by twenty-five (25) foot site triangle shall be a maximum of thirty-six (36) inches in height. All trees on site are maintaining a minimum of 15' from light poles. Furthermore, the dumpster area is screened with scrub materials thirty-six (36) inches in height as required per code.

8. *Drainage:* The subject property lies within Central Broward Drainage District. Approval from Central Broward Drainage District shall be obtained prior to issuance of any site development permit.

9. *Open Space and Recreation:* The Roberts – Potters Park Recreational Trail is directly located along the subject sites western boundary line parallel to Davie Road.

10. *Compatibility:* The proposed Forest Lawn Funeral Home Building is compatible with both existing and allowable uses on and adjacent this property. Furthermore, the proposed funeral services tie in with the current and future uses abutting the subject site.

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.

Engineering Division:

1. Provide and construct an additional eastbound right turn lane (dual right turn lane) on SR-84 on to Davie Road
   (This has not been completed)

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 at the Town Hall Community Room, 6591 Orange Drive on March 15th, 2007 from 5:00 pm-7:00 pm and March 21, 2007 at 5:00 pm-7:00 pm. Attached is the petitioner's Citizen Participation Report.

Staff Analysis

The submitted site plan is zoned B-2, Community Business District and is designated Regional Activity Center on the Town of Davie Future Land Use Map. A funeral home building is permitted in both this zoning district and future land use plan map category.

Findings of Fact

Staff finds that site plan is consistent with the general purpose and intent of the B-2, Community Business District. Furthermore, the 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 site plan is 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. The entire property shall be rezoned to a Town of Davie zoning designation of Community Facility (CF) prior to Issuance of Certificate of Occupancy.

Site Plan Committee Recommendation

SP 12-5-06, Forest Lawn Funeral Home – Newman's Subdivision, 6530 State Road 84 (B-2)

May 22, 2007 Mr. Engel made a motion, seconded by Ms. Aitken, to approve subject to staff's recommendations. Motion carried 4-0

Town Council Action

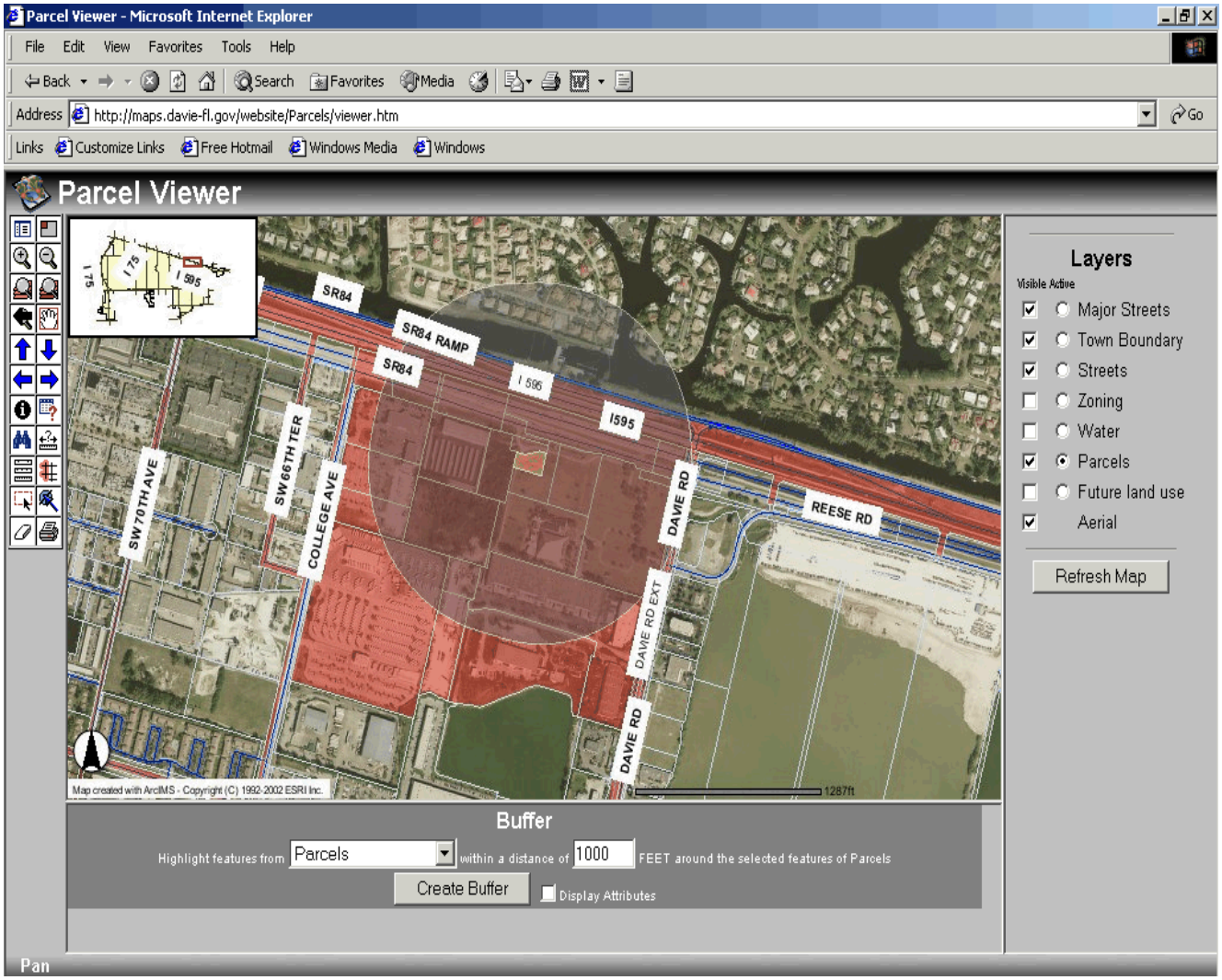
Exhibits

1. 1,000’ Mailout Radius Map
2. Property Owners within 1,000’ of the Subject Site
3. Public Participation Notice
4. Public Participation Sign-in Sheets
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\Development Applications\Applications\SP_Site Plan\SP_06\SP 12-5-06 Forest Lawn Funeral Home\sp12506

Exhibit: 1 (*1,000' Mailout Radius Map*)



SP12-5-06 1000' BUFFER

Exhibit: 2 (*Property Owners within 1,000' of the Subject Site*)

SP 12-5-06
BROWARD COUNTY SCHOOL BOARD
600 SE 3 AVE
FT LAUDERDALE FL 33301-3125

SP 12-5-06
NATIONSRENT COMPANIES INC
450 E LAS OLAS BLVD 14 FLR
FT LAUDERDALE FL 33301-2292

SP 12-5-06
STILLBROOKE CORP &
FORMAN,C R & LUCILLE W
PO BOX 130548 PROP TAX FL 8
HOUSTON TX 77219-0548

SP 12-5-06
WESTPORT BUSINESS PARK
ASSOC
% PREMIER ASSET MANAGEMENT INC
2100 PARK CENTRAL BLVD STE 900
POMPANO BEACH FL 33064-2242

SP 12-5-06
ESS VRS OWNER LLC
PTA-EX #205
PO BOX 19156
ALEXANDRIA VA 22320-0156

SP 12-5-06
SCI FUNERAL SERV OF FL INC
% PROPERTY TAX FL 8
PO BOX 130548
HOUSTON TX 77219-0548

SP 12-5-06
STILLBROOKE CORP OF FL
% PROPERTY TAX FL 8
PO BOX 130548
HOUSTON TX 77219-0548

SP 12-5-06
FLORIDA DEPT. OF
TRANSPORTATION
OFFICE OF RIGHT OF WAY
3400 WEST COMMERCIAL BLVD.
FORT LAUDERDALE, FL 33309-
3421

SP 12-5-06
SOUTH FLA WATER MGMT DIST
ATTN: LAND MANAGEMENT
PO BOX 24680
WEST PALM BEACH FL 33416-4680

SP 12-5-06
THE SCHOOL BOARD OF BROWARD
CO
ATTN:PROPERTY MANAGEMENT
600 SE 3RD AVE
FT LAUDERDALE FL 33301-3125

Exhibit: 3 (*Public Participation Notice)*

MEETING NOTICE

March 5, 2007

NationsRent Companies Inc.
450 East Las Olas Blvd. 14th FLR
Ft. Lauderdale, FL 33301-2292

Re: ***Citizen Participation Plan for:*** **The Forest Lawn South Funeral Home**
Project Number: SP 12-5-06 07-28

Dear Neighbor:

This letter is to invite you to a citizen participation meeting relating to The Forest Lawn South Funeral Home project for a parcel located at 2401 Davie Road. The project involves the construction of a new single-story funeral home of approximately 11,000 square feet to be located on the Cemetery grounds of Forest Lawn South on Davie Road and I-595. The facility consists of a 1,600 s.f. Covered Drive alongside a 2,150 s.f. Chapel. The balance of the building consists of Offices, Public Restrooms, Reception, Lobby, Viewing Rooms, a Records Vault and a Receiving area. The construction is a concrete slab on grade, CMU (concrete masonry units), painted stucco and pre-engineered wood trusses with a flat concrete tile roof.

Under a Town of Davie Ordinance, the petitioner is required to hold (2) citizen participation meetings and send notice to all property owners within 1,000 feet of the subject site prior the Town initiating their review of the application. We have scheduled the following meetings

First Citizen Participation Meeting:

Date:	**March 15th, 2007**
Time:	**5:00 pm – 7:00 pm**
Location:	**Town Hall** **Community Room** **6591 Orange Drive** **Davie, FL 33314**

Second Citizen Participation Meeting:

Date:	**March 21st, 2007**
Time:	**5:00 pm – 7:00 pm**
Location:	**Town Hall** **Community Room** **6591 Orange Drive** **Davie, FL 33314**

If you wish to submit written comments, please send them to:

Marc Ferrara
Sharpe Project Developments
1212 South Andrews Avenue
Suite 203
Ft. Lauderdale, FL 33328
Phone: 954.832.9095 Ext. 206

Richard Hartmann, AIA
Hartmann Architecture, Inc.
1534 S. Dale Mabry Hwy.
Tampa, FL 33629
Phone: (813) 251.2190

Also, please be advised there will be additional opportunities for public input at the Town of Davie Public Hearings.

Sincerely,

Marc Ferrara
Sharpe Project Developments

Attachments: Location Map, (Etc)

Exhibit: 4 (*Public Participation Sign-in Sheets)*

refer to summary report.

Exhibit: 5 *(Public Participation Summaries)*

SUMMARY OF
PUBLIC PARTICIPATION MEETINGS

March 26th, 2007

Town of Davie
Development Service Department
Planning and Zoning Division
6591 Orange Drive
Davie, Florida 33314

Re: ***Citizen Participation Plan for:*** **The Forest Lawn South Funeral Home**
Project Number: SP 12-5-06 07-28

Dear Staff:

Please be advised that as required by the Town of Davie, Land Development Code, Chapter 12, Division 7, we (*Service Corporation International*) advertised and notified all the property owners surrounding the subject property within 1,000 feet to invited them to, two (2) Public Participation Meetings, located at **Town Hall Community Room, 6591 Orange Drive, Davie, FL 33314** on **March 15th, 2007 from 5:00 pm–7:00 pm** and **March 21st, 2007 from 5:00 pm–7:00 pm**. The above scheduled meetings were held, however, none of the Town of Davie property owners attended.

We (*Service Corporation International*) hope the above information fulfilled the requirements of Public Participation Ordinance concerning this process.

Sincerely,

Marc Ferrara
Sharpe Project Developments
1212 South Andrews Avenue
Suite 203
Ft. Lauderdale, FL 33328
Phone: 954.832.9095 Ext. 206

Exhibit: 6 (*Public Participation Report)*

N/A

Exhibit: 7 (*Future Land Use Plan Map)*

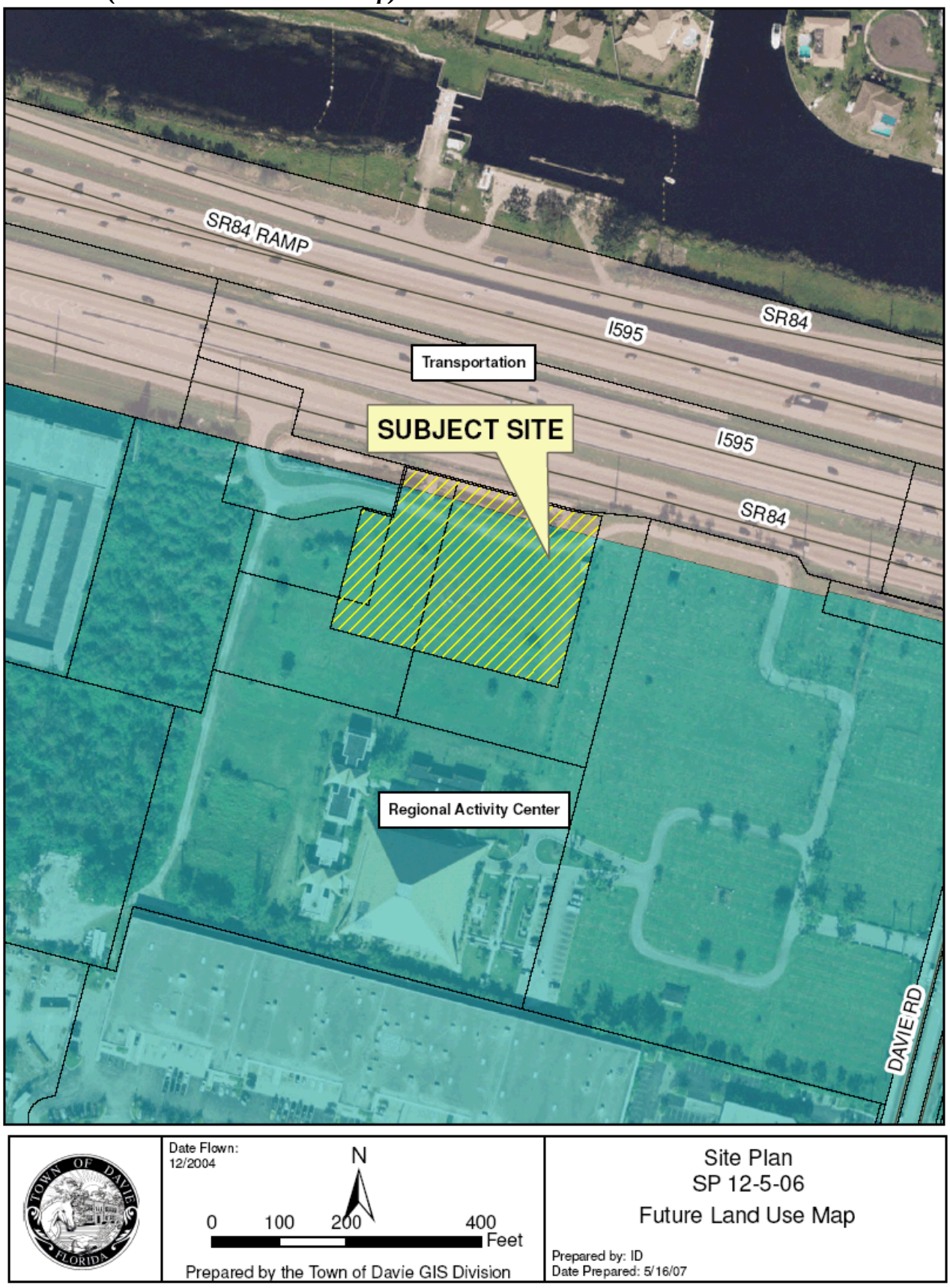
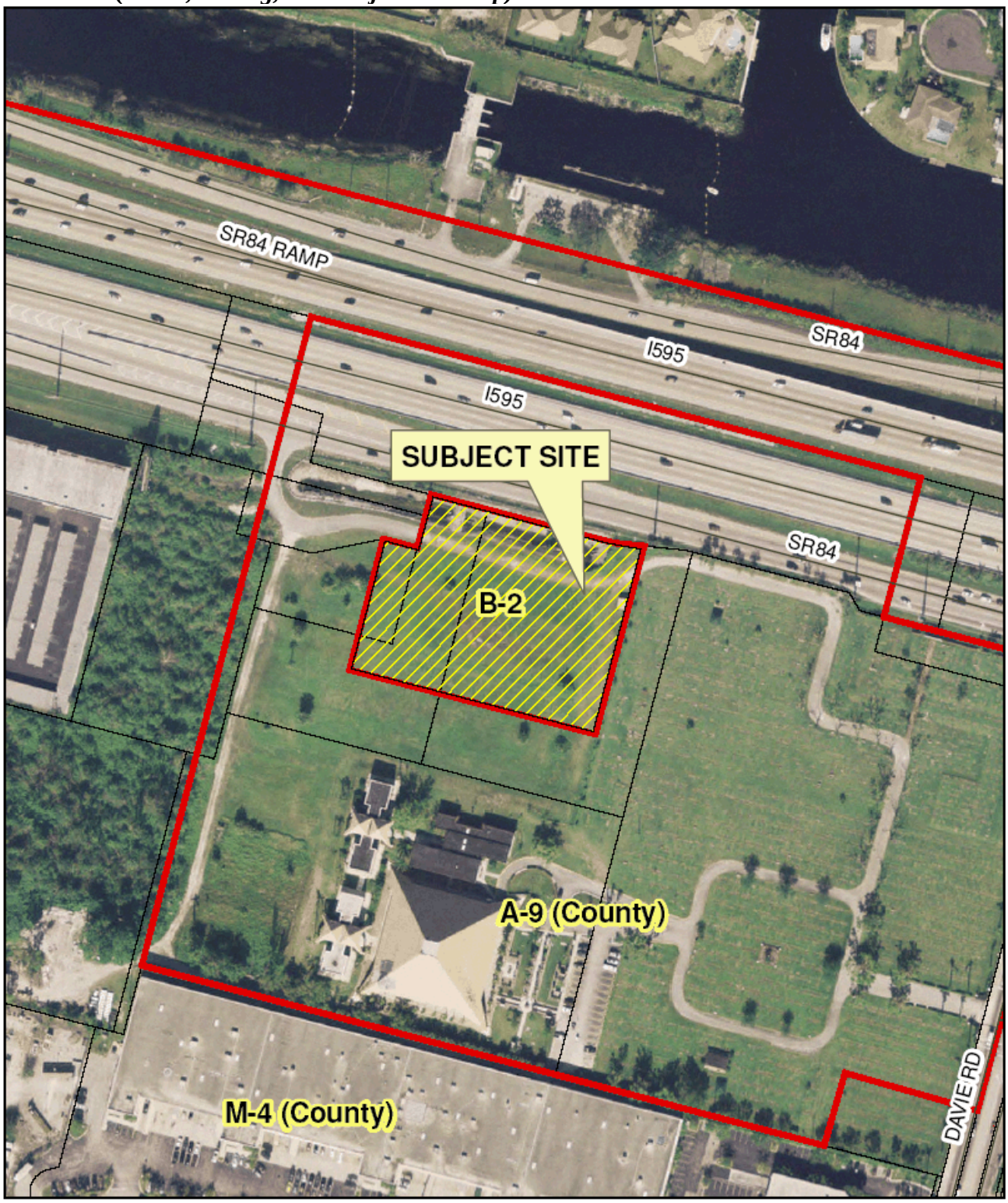


Exhibit: 8 (*Aerial, Zoning, and Subject Site Map)*



Date Flown:
12/2004

N

0 100 200 400 Feet

Prepared by the Town of Davie GIS Division

Site Plan
SP 12-5-06
Zoning and Aerial Map

Prepared by: ID
Date Prepared: 5/16/07

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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: Lise Bazinet, Planner II

SUBJECT: Master Site Plan, MSP 7-1-06/06-75/Colonnades at University / 5480 S.W. 76 Avenue / Generally located on the 55th block of South University Drive and Southwest 76th Avenue, between Griffin Road and Stirling Road.

AFFECTED DISTRICT: District 2

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: Master Site Plan, MSP 7-1-06/06-75/Colonnades at University

REPORT IN BRIEF: The subject site is approximately 14.3 Acres (622,440 square feet) in size and is located on the 55th block of South University Drive and Southwest 76th Avenue. To the north is an existing self-storage facility, to the south is the Lakeside Town Shops, to the east is single-family residential development, and to the west is the Davie Square Shopping Center.

The propose site plan consists of four (4) three-story, and two (2) two-story buildings and site amenities such as walkways, and parking areas. The subject site is "L" shaped with all buildings being surrounded by parking spaces and required open space. Within the parking areas the petitioner is providing dumpster enclosures and loading zones. Pedestrian connection is proposed throughout the site. As part of the site's drainage mitigation, a 3.12 acres lake is proposed along the east property line serving as buffer to abutting residential properties to the east.

The petitioner's propose architectural design theme is a modern interpretation of Mediterranean Revival Style. The two and three-story office buildings incorporate architectural features, such as traditional Spanish "S" concrete tile, canvas awnings, decorative wall moldings, arches, balconies, colonial style light fixtures, and aluminum picket railings. Arched parapets and tower elements are characteristic of the proposed architectural style. The petitioner proposes a two-way vehicular access drive to the site via a forty (40) foot opening off University Drive. A twenty-five (25) foot restricted access drive off Southwest 76th Avenue is proposed to be use only for utilities, lake service, and emergency access. The petitioner is proposing retail, office, and medical uses within the proposed buildings. The provided parking calculations as indicated in sheet SP-1 contemplates three (3) different scenarios of uses within the proposed buildings (all office use; office and retail only; and office, retail, and medical uses). The provided 569 parking spaces, including 24 handicapped spaces are sufficient for all three alternatives.

PREVIOUS ACTIONS: N/A

CONCURRENCES: At the May 22, 2007 Site Plan Committee meeting, Ms. Aitken made a motion, seconded by Mr. Engel, to approve subject to the staff report and the following items: 1) clarify the parking deck locations on the colored site plan before it is presented to the Town Council; 2) hire a certified arborist to evaluate each tree for its assessed value before it is removed, which will be presented to staff and the total amount to be paid into the tree preservation fund or plant trees of the same value throughout the Town under staff's supervision; 3) tree mitigation must be completed before a clearing and grubbing permit is issued; and 4) include 'T' turn-around at the dead ends on each parking deck. Motion carried 4-0.

FISCAL IMPACT: not applicable

Has request been budgeted? n/a

RECOMMENDATION(S): Staff finds the Master Site Plan application complete and suitable for transmittal to the Site Plan Committee and Town Council for further consideration with the following condition:

- Provide a letter from each of the agencies below ensuring Town of Davie concurrency will be met with the proposed development prior of issuance of any building permit:
  Potable Water: *Applicable Utilities Department*
  Sanitary Sewer: *Applicable Utilities Department*
  Transportation: *Engineering Division*
  Drainage System: *Applicable Water Control District*
  Solid Waste: *Applicable Waste Management Company*
  Police and Fire: *Police and Fire Department*

Attachment(s): Staff Report, Site Plan.

Exhibit "A"
Application: MSP 7-1-06/06-75/Colonnades at University
Original Report Date: 5/2/07 **Revision(s):** 5/24/07

TOWN OF DAVIE

Development Services Department
Planning & Zoning Division
Staff Report and Recommendation

Applicant Information

Owner:
Name: Davie Acres, L.L.C. / Mr. Jeffrey Rosa
Address: 11802 North Island Road
City: Hollywood, Florida 33026
Phone: (954) 432-8528

Petitioner:
Name: Francisco Costoya, Jr. AIA.
Address: 5230 South University Drive
City: Davie, Florida 33328
Phone: (954) 680-4440

Background Information

Application Request: The petitioner requests Master Site Plan approval for a mix-use development (office, retail, and medical uses).

Location: 5480 S.W. 76 Avenue, Generally located on the 55th block of South University Drive and Southwest 76th Avenue, between Griffin Road and Stirling Road.

Future Land Use Plan Map: Commerce/Office

Existing Zoning: CC, Commerce Center District

Existing Use(s): Single-Family Residential Unit

Net Parcel Size Area: 14.3 Acres (622,440 square feet)

Proposed Use(s): Office, Retail, and Medical uses

Surrounding Use(s):		**Surrounding Land Use Plan Map Designation(s):**
North:	Self-Storage Facility	Commerce Office
South:	Lakeside Town Shops	Commerce Office
East:	Single-Family Residential Unit	Residential (1 DU/AC)
West:	Davie Square Shopping Center	Commercial

Surrounding Zoning(s):

North: CC, Commerce Center District
South: CC, Commerce Center District
East: A-1, Agricultural District
West: B-2, Community Business 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 on same property:
Plat Application: (P 6-2-06), On January 3rd, 2007, Town Council approved Resolution R-2007-9 relating to the 'New Dawn Davie" plat. The plat note restriction allowed the following:

- The first floor on parcel "A" shall not exceed 5,000 square feet of bank use, including a covered drive-through and the remaining floors on parcel "A" shall total no more than 9,500 square feet of office use.
- All first floors on parcel "B" shall not exceed 27,000 square feet of commercial use and the remaining floors on parcel "B" shall total no more than 65,000 square feet of office use.
- The total of all floors on parcel "C" shall not exceed 63,500 square feet of office use.

Applicable Codes and Ordinances

The effective Code of Ordinances governing this project is the Town of Davie Land Development Code.

LDC Section 12-83, CC, Commerce Center District, All structures shall be built with a minimum front setback of sixty (60) feet, a rear setback of twenty (20) feet, a minimum five (5) foot side setback, a maximum twenty-five (25) feet each side. The total side setback requirement for both side lot lines combined shall equal ten (10) percent of the lot frontage.

LDC Section 12-208 (A)(22), Requirements for off-street parking: Minimum parking requirement for office, business, professional, governmental, financial institutions and commercial banks is of one (1) space for each three hundred (300) square feet of gross floor area. Minimum parking requirement for medical, dental, chiropractic clinics is one (1) space for each two hundred (200) square feet of gross floor area. Minimum parking requirements for retail stores, personal service shops, is one (1) space for each two hundred and fifty (250) square feet of gross floor area.

LDC Section 12-282, Scenic Corridors Overlay District: The intent of the Scenic Corridor Overlay District is to preserve and enhance the rural character and scenic qualities along roadways identified as rural and agricultural by the Town Council.

LDC Section 12-285, Landscaping: The landscaping provided within a Scenic Corridor shall be open and provide visibility to a community from adjacent roadways.

Comprehensive Plan Considerations

Planning Area: The subject property is located within Planning Area 10; the east of this planning area, were this property is located, is predominately small-scale commercial development, with multifamily residential dwellings.

Broward County Land Use Plan: The subject property is located within Flexibility Zone 102.

Future Land Use Plan, Policy 5-2: The (re)zoning, (re)platting, 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 Element, Policy 17-1: Lands designated for non-residential use shall be located in a manner, which facilitates development, but does not adversely impact existing and designated residential areas.

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 14.3 Acres (622,440 square feet) in size and is located on the 55th block of South University Drive and Southwest 76th Avenue. To the north is an existing self-storage facility, to the south is the Lakeside Town Shops, to the east is single-family residential development, and to the west is the Davie Square Shopping Center.

   The propose site plan consists of four (4) three-story, and two (2) two-story buildings and site amenities such as walkways, and parking areas. The subject site is "L" shaped with all buildings being surrounded by parking spaces and required open space. Within the parking areas the petitioner is providing dumpster enclosures and loading zones. Pedestrian connection is proposed throughout the site. As part of the site's drainage mitigation, a 3.12 acres lake is proposed along the east property line serving as buffer to abutting residential properties to the east.

2. *Architecture:* The petitioner's propose architectural design theme is a modern interpretation of Mediterranean Revival Style. The two and three-story office buildings incorporate architectural features, such as traditional Spanish "S" concrete tile, canvas awnings, decorative wall moldings, arches, balconies, colonial style light fixtures, and aluminum picket railings. Arched parapets and tower elements are characteristic of the proposed architectural style.

3. *Access and Parking:* The petitioner proposes a two-way vehicular access drive to the site via a forty (40) foot opening off University Drive. A twenty-five (25) foot restricted access drive off Southwest 76th Avenue is proposed to be use only for utilities, lake service, and emergency access.

   The petitioner is proposing retail, office, and medical uses within the proposed buildings. The provided parking calculations as indicated in sheet SP-1 contemplates three (3) different scenarios of uses within the proposed buildings (all office use; office and retail only; and office, retail, and medical uses). The provided 569 parking spaces, including 24 handicapped spaces are sufficient for all three alternatives.

4. *Lighting:* All light poles and fixtures meet the requirements of LDC Section 12-260, Lighting Standards. The style of the light features is consistent with the architectural style of the building.

5. *Landscaping:* The petitioner's site plan meets the minimum requirements as indicated in the Town of Davie, Land Development Code, and CC, Commerce Center District. The landscape plan shows Live Oaks, Red maple, and four (4) different types of palms along the rights-of-ways and interior to the site. All plant material within the required twenty-five (25) by twenty-five (25) foot site triangle is a maximum of thirty-six (36) inches in height. The applicant has also provided a continues landscape berm of curvilinear design with a 30 inches average height, meeting the requirements of LDC Section 12-107, Landscape Standards.

6. *Signage:* Signage is not part of this Master Site Plan application. All signs shall meet code prior to the issuance of a building permit.

7. *Trails:* A ten (10) foot equestrian trail (Wolf Lake Park Trail) runs along the eastern boundary line S.W. 76th Avenue. The petitioner is providing trail connectivity adjacent to the 50 foot scenic corridor buffer within the right-of-way dedication (see section G-G', sheet C-7). A recreational trail (Driftwood Park Trail) runs along the western boundary line, parallel to University Drive.

8. *Flexibility Rule:* The petitioner is not proposing to utilize the Flexibility Rule in accordance with this Master Site Plan application.

9. *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, schools, Police, and Fire. **Letters of concurrency sufficiency shall be provided prior to the issuance of any building permits.**

10. *Compatibility:* The proposed office, retail, and medical uses are compatible with the surrounding Commerce Office land uses to the north and south, and the commercial land use to the west. The buildings will be located approximately 324 feet from the existing residential development to the east with a sufficient landscape buffer to be considered compatible with the existing residential uses to the east.

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. Must obtain all applicable agencies approval to allow planting of landscape material within the utility easement. (This comment has not been addressed).

Engineering Division:

1. Provide traffic analysis to show traffic impact to adjacent local roads.
2. Remove 7 parking stalls immediately adjacent to driveway and drive ails to avoid conflict with traffic circulations from driveway.

3. Provide emergency generator for sewage lift station.
4. Provide bank drive through stacking plan.

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 two meetings with the public on September 21, 2006 and September 26, 2006 at the Old Davie School. Attached is the petitioner's citizen participation information.

Staff Analysis

The petitioner's site design meets the intent of the CC, Commerce Center 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 CC, Commerce Center District limited to 150,000 square foot of office use, 10,000 square foot of retail use, and 5,800 square foot of medical use. 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 Master Site Plan application complete and suitable for transmittal to the Site Plan Committee and Town Council for further consideration with the following condition:

- Provide a letter from each of the agencies below ensuring Town of Davie concurrency will be met with the proposed development prior of issuance of any building permit:
  Potable Water: *Applicable Utilities Department*
  Sanitary Sewer: *Applicable Utilities Department*
  Transportation: *Engineering Division*
  Drainage System: *Applicable Water Control District*
  Solid Waste: *Applicable Waste Management Company*
  Police and Fire: *Police and Fire Department*

Site Plan Committee Recommendation

At the May 22, 2007 Site Plan Committee meeting, Ms. Aitken made a motion, seconded by Mr. Engel, to approve subject to the staff report and the following items: 1) clarify the parking deck locations on the colored site plan before it is presented to the Town Council; 2) hire a certified arborist to evaluate each tree for its assessed value before it is removed, which will be presented to staff and the total amount to be paid into the tree preservation fund or plant trees of the same value throughout the Town under staff's supervision; 3) tree mitigation must be completed before a clearing and grubbing permit is issued; and 4) include 'T' turn-around at the dead ends on each parking deck. Motion carried 4-0.

Town Council Action

Exhibits

1. 1,000’ Mail-out Radius Map
2. Property Owners within 1,000’ of the Subject Site
3. Public Participation Plan
4. Public Participation Notice
5. Public Participation Sign-in Sheet
6. Public Participation Summaries
7. Future Land Use Plan Map
8. Aerial, Zoning, and Subject Site Map

Prepared by: _____ Reviewed by: _____

File Location: P&Z\DevelopmentApplications\MSP_Master Site Plan\2006\MSP 7-1-06 Colonnades at University

Exhibit 1 (1,000’ Mail out Radius Map)

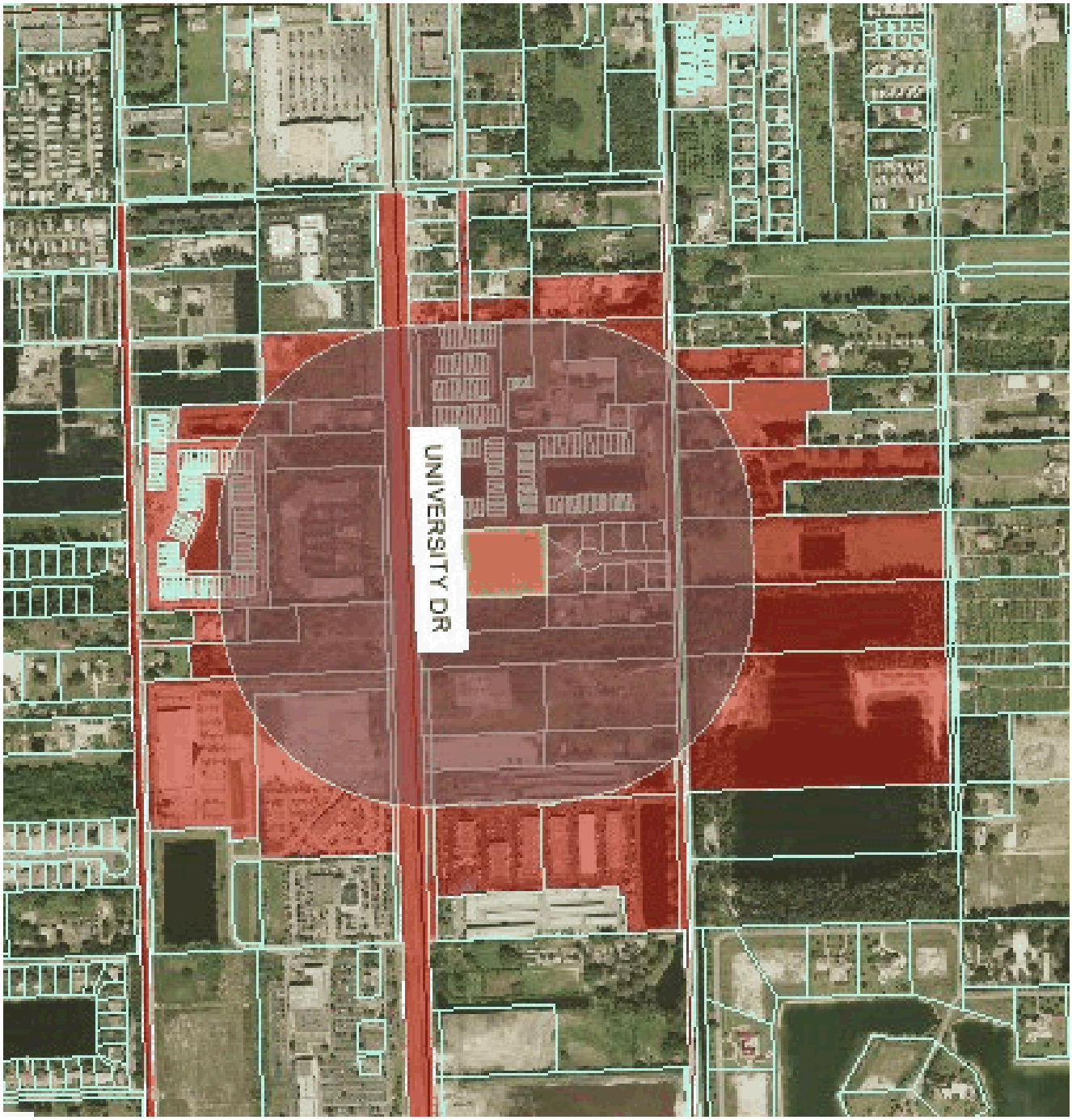

Exhibit 2 (Property Owners within 1,000' of Subject Site)

MSP 7-1-06
BMS PARTNERS LLC
20281 E COUNTRY CLUB DR #501
AVENTURA FL 33180-3025

MSP 7-1-06
CENTRAL BROWARD WATER
CONTROL DISTRICT
8020 STIRLING RD
HOLLYWOOD FL 33024-8202

MSP 7-1-06
FLA POWER & LIGHT CO
ATTN:CORPORATE TAX (CTX)
PO BOX 14000
JUNO BEACH FL 33408-0420

MSP 7-1-06
HOME DEPOT U S A INC
% NW BLDG C 20 FLR
2455 PACES FERRY ROAD
ATLANTA GA 30339

MSP 7-1-06
LAKESIDE TOWN SHOPS LTD
300 SE 2 ST
FT LAUDERDALE FL 33301

MSP 7-1-06
NESSEN,WILLIAM D & FRANCES S
7450 PEPPERTREE CIRCLE
DAVIE FL 33314-6914

MSP 7-1-06
SEIDLE,W D & SEIDLE,BETTY &
SEIDLE,R K & SEIDLE,M A
2900 NW 36 ST
MIAMI FL 33142-5156

MSP 7-1-06
SPAF INC
5645 S UNIV DR
DAVIE FL 33328-6100

MSP 7-1-06
STROMBERG,ANNIKA &
STROMBERG,GUNNAR
10064 NW 4 ST
PLANTATION FL 33324-7051

MSP 7-1-06
UNIVERSITY PARK PROPERTIES LP
31515 ROBERTA DR
BAY VILLAGE OH 44140-1575

MSP 7-1-06
BOHN,ELIZABETH M
5367 SW 33 WAY
FT LAUDERDALE FL 33312

MSP 7-1-06
DAVIE SQUARE ASSOC LTD
1645 SE 3 CT STE 200
DEERFIELD BEACH FL 33441

MSP 7-1-06
GIBBS,STEPHEN W
TAYLOR-GIBBS,BLONDELL
7451 S PEPPERTREE CIR
DAVIE FL 33314

MSP 7-1-06
HYLTON,JOHN B &
HYLTON,KIM E
5721 PEPPER TREE LANE
DAVIE FL 33314

MSP 7-1-06
MOORE,EDNA,BEN-EZRA,JOYCE TR &
BEN-EZRA,M & L,SPONDER,E ETAL
6557 STIRLING RD
DAVIE FL 33314-7117

MSP 7-1-06
SABBIA,ANTHONY E
7500 PEPPERTREE CIR
DAVIE FL 33328

MSP 7-1-06
SHAFAGHI,IRAJ
1034 NW 4 AVE
BOCA RATON FL 33432

MSP 7-1-06
STAMPLER,HARRY &
STAMPLER,ANNETTE
5800 PEPPERTREE CIR W
DAVIE FL 33314

MSP 7-1-06
TARGET CORPORATION
% PROPERTY ADMINISTRATION
1000 NICOLLET MALL
MINNEAPOLIS MN 55403

MSP 7-1-06
UPADHYAYA,NARENDRA R &
UPADHYAYA,MAYURI N
3685 NW 89 TER
COOPER CITY FL 33024

MSP 7-1-06
BULLOCK,STEVE
PO BOX 172934
MIAMI FL 33017

MSP 7-1-06
EVEREST STORAGE II LLC
% PROPERTY TAX DEPT 118
PO BOX 4900
SCOTTSDALE AZ 85261-4900

MSP 7-1-06
GRILLO,LARRY B &
GRILLO,KATIE
1021 IVES DAIRY ROAD
N MIAMI BEACH FL 33179

MSP 7-1-06
JP SCHUMACKER HOLDINGS FL
% TAX AFFAIRS PT 485-12-30
1000 CHRYSLER DR
AUBURN HILLS MI 48326-2766

MSP 7-1-06
NATIONAL CARWASH & LUBE LLC
5555 S UNIVERSITY DR
DAVIE FL 33328

MSP 7-1-06
SCHUMACKER RECREATION CO LLC
1389 NW 136 AVE
SUNRISE FL 33323

MSP 7-1-06
SMITH,DARRIN &
SMITH,KIMBERLY
9995 184 AVE NE
REDMOND WA 98052

MSP 7-1-06
STORAGE TRUST PROPERTIES LP
PO BOX 25025 DEPT-PT-FL 28092
GLENDALE CA 91201-5025

MSP 7-1-06
TOIBA,DINU &
TOIBA,RUTH
4974 SARZEN DR
HOLLYWOOD FL 33021

MSP 7-1-06
VILARIONO,ANTONIO & NILDA
6015 GARFIELD ST
HOLLYWOOD FL 33021

MSP 7-1-06
WOLF IN THE WOODS INC
5975 S UNIVERSITY DR
DAVIE FL 33328

MSP 7-1-06
ZAIDI,TAYYAB
1200 NW 10TH AVE
MIAMI FL 33136-2206

Exhibit 3 (Public Participation Plan)

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.
G. GARY BROWN, JR., P.A.
WILLIAM B. CROSS, P.A.**

† ALSO ADMITTED IN PENNSYLVANIA
* ALSO ADMITTED IN MICHIGAN
** CERTIFIED CIRCUIT CIVIL AND FAMILY MEDIATOR

1177 SOUTHEAST THIRD AVENUE
FORT LAUDERDALE, FLORIDA 33316-1109
BROWARD (954) 762-3400
MIAMI (305) 945-3172
TELEFAX (954) 525-3423
WEBSITE: DACLLAW.COM

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ANDRÉ PARKE, P.A.
JOHN D. VOIGT, P.A.
JEFFREY S. WACHS, P.A.†

JOHN W. PERLOFF, P.A.
OF COUNSEL

VIA FAX
(954) 797-1204

September 14, 2006

Mr. David M. Abramson
Planner II
Town of Davie
6591 Orange Drive
Davie, Florida 33314-3399

Re: Colonnades at University Public Participation Plan

Dear Dave:

Please accept this letter as the Public Participation Plan for the Colonnades at University Site Plan Application. We have two meetings scheduled for the Old Davie School. The first meeting will be held Thursday, September 21, 2006, at 7:00 p.m. The second meeting will be held Tuesday, September 26, 2006, also at 7:00 p.m.

I have sent a notice to each person on the list which was provided to us. In addition, I have provided a copy of the notice to the Mayor and all members of the Town Council, the Town Administrator, and the Town Clerk. Enclosed please find a copy of that notice for your records.

The content of the notice includes the information required by Section 12-319.7 of the Town of Davie Code. It also includes directions to the Old Davie School should anyone be unfamiliar with it.

Exhibit 4 (Public Participation Notice)

LAW OFFICES
DOUMAR, ALLSWORTH, CROSS, LAYSTROM,
VOIGT, WACHS, MAC IVER & ADAIR, LLP

JOHN H. ADAIR, II, P.A.
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ANDRE PARKZ, P.A.
JOHN D. VOIGT, P.A.
JEFFREY S. WACHS, P.A.†

JOHN W. PERLOFF, P.A.
OF COUNSEL

September 13, 2006

Re: Colonnades at University -Site Plan Approval
5500-5550 S. University Drive, Davie, Florida

Dear Neighbor:

We would like to invite you to a neighborhood meeting to discuss the proposed Site Plan for Colonnades at University located at 5500-5550 S. University Drive, Davie, Florida. The property is currently a vacant parcel on the east side of University Drive just north of Stirling Road. The property is two parcels north of the existing Super Target.

We have submitted a Site Plan Application to the Town of Davie providing for a mixed use office commercial development. We would like to show you the Site Plan Application and some elevations of the proposed development.

We have reserved the Old Davie School for two public meetings to which you are invited. The first meeting will be held on Thursday, September 21, 2006, at 7:00 p.m., and the second meeting will be held on Tuesday, September 26, 2006, also at 7:00 p.m. The Old Davie School is located at 6650 Griffin Road on the south side of Griffin Road just west of Davie Road.

We expect our presentation to take approximately 15 minutes and we will reserve plenty of time afterward to answer any follow-up questions that you may have. Please contact me should you have any questions at this time or require any additional information.

Sincerely,

JOHN D. VOIGT
For the Firm

PLEASE NOTE THAT MEMBERS OF THE TOWN COUNCIL MAY BE PRESENT.

Exhibit 5 (Public Participation Sign-In Sheet)

Citizen Participation Plan Meeting for:
Colonnades @ University

September 21, 2006
7 p.m.

	Name	Address	Telephone # (Optional)
CLIENT	DOUG KRAWCZYK	9311 NW. 70 CT P.P.	954-437-5166
ENGINEER	JAY C. EVANS	5230 S. Univ. Dr. #103	954-680-6533
ATTORNEY	JOHN VOIGT	1177 SE 3rd Ave, Ft Lauderdale	954-762-3400
CLIENT	FRANK COSTOY	5230 S. UNIV DR 103	954.680.4440
PUBLIC	Scott McShane	7692 N Southwood	954 689 0557
	JUDITH BERARK	7781 S. SOUTHWOOD CIR	
	Robert Kellner	8118 S. University Dr	9543366448

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† ALSO ADMITTED IN PENNSYLVANIA
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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

September 27, 2006

Mr. David M. Abramson
Planner II
Town of Davie
6591 Orange Drive
Davie, Florida 33314-3399

Re: Colonnades at University

Dear Dave:

Please allow this letter to serve as our Citizen Participation Report for the Site Plan Application regarding the Colonnades at University development. As you know, two meetings were held at the Old Davie School on Griffin Road. The first meeting was on Thursday, September 21, 2006, at 7:00 p.m., and the second meeting was on Tuesday, September 26, 2006, also at 7:00 p.m. Attached is a copy of the notice that was sent to the residents on the mailing list which you provided notifying them of the two meetings.

Also attached is the sign-up sheet for the Thursday, September 21, meeting. I have added notations in the margin to indicate who the individuals represented. Please note that for the second meeting there was not a sign-up sheet since no one attended other than undersigned counsel and the client's representatives.

Of the three residents attending the first meeting, all had generally positive things to say about the development. The only issue raised was by Robert Kellner, who identified himself as being

a resident of the Saddle Up Community. He was concerned that the proposed site plan shows a secondary access to S.W. 76th Avenue on the east side of the development. He was concerned about adding any traffic to this roadway.

The issue was discussed at length with Mr. Kellner indicating he was not opposed to a compromise solution. Mr. Kellner's proposal was to put a gate on the property and to restrict access to emergency personnel only and to other individuals servicing the facility, such as the maintenance crew from the Central Broward Water Control District accessing the lake. The developers were generally agreeable to the idea of gating the entrance, but suggested having the entrance open during regular business hours on Mondays through Fridays, while closed at nights, on holidays, and on weekends. It was agreed that this issue would be reviewed further and readdressed.

Subsequent to the two meetings, the undersigned did receive a call from a representative of Don Carter Lanes who was inquiring generally as to the nature of the development. This representative was offered an opportunity to review the proposed site plan and did not raise any issues or concerns.

Based on the foregoing, it is our belief that we have adequately satisfied the citizen participation requirements and will continue to keep the residents informed as the applications proceed. Please contact me should you have any questions or if any additional information is required.

Sincerely,

JOHN D. VOIGT
For the Firm

JDV/kdr
encs.

cc: Frank Castoya
Jay Evans

Exhibit 7 (Future Land Use Map)

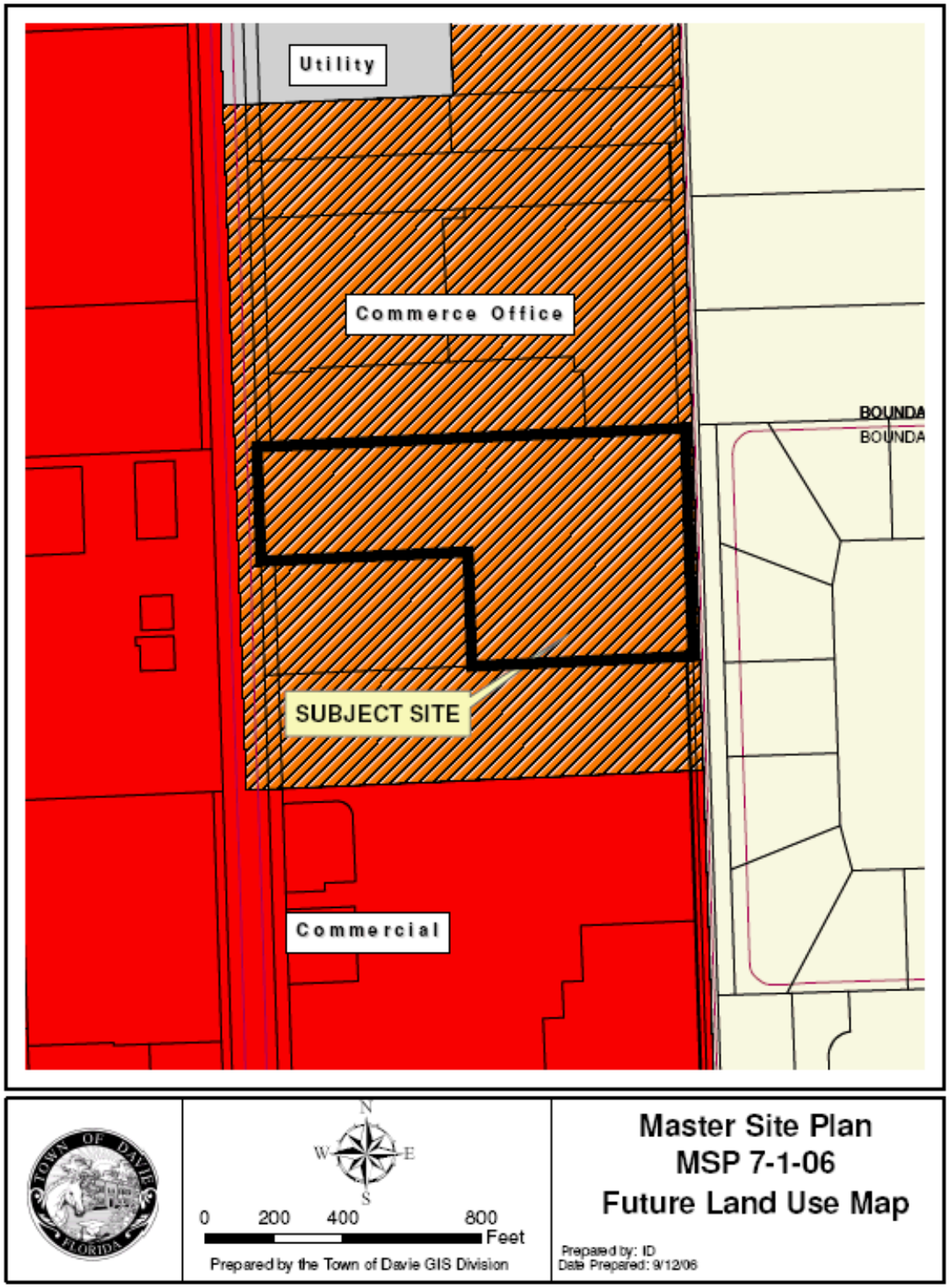
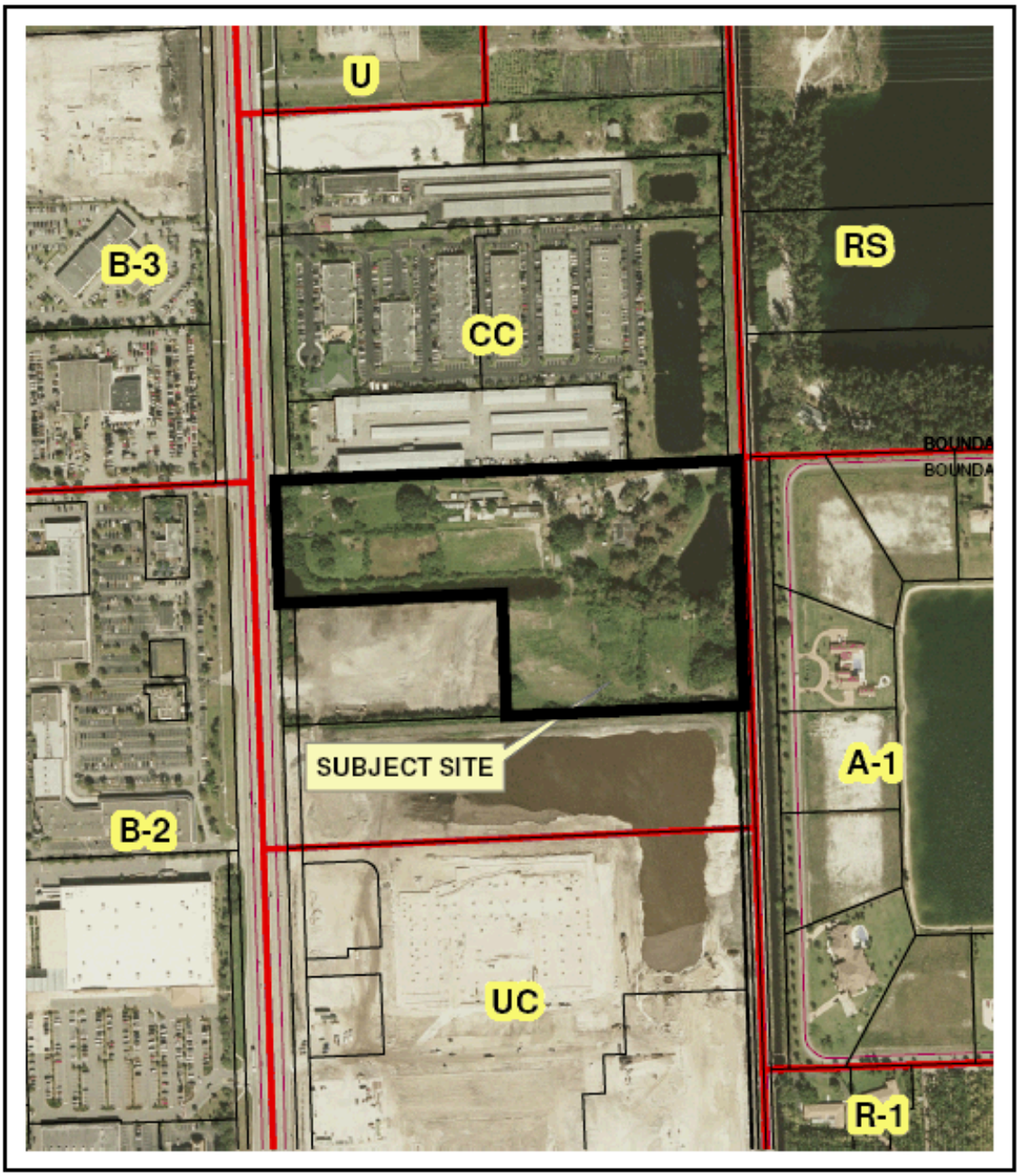


Exhibit 8 (Aerial, Zoning, and Subject Site Map)



Date Flown:
12/2004

N
W E
S

0 200 400 800
Feet

Prepared by the Town of Davie GIS Division

Master Site Plan
MSP 7-1-06
Zoning and Aerial Map

Prepared by: ID
Date Prepared: 9/12/06

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: Lise Bazinet, Planner II

SUBJECT: Site Plan Modification, SPM 4-2-07/07-73 / Rick Case Smart Dealership / 3500 Weston Road / Generally located on the north side of SW 36 Street, between Weston Road and I-75.

AFFECTED DISTRICT: District 4

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: Site Plan Modification, SPM 4-2-07/07-73 / Rick Case Smart Dealership

REPORT IN BRIEF: The subject site is 13.02 acres (594,058 square feet) in size and is located on the north side of SW 36 Street, between Weston Road and I-75. The subject site abuts the City of Weston to the west City Limits, to the east and north I-75, and an auto dealership (Davie Volvo-Nissan) to the south.

The propose dealership consists of a 4,754 square foot building exclusively for "Smart Cars", a new product for the dealership, as well as walkways, landscaping, and parking areas. The building is located at the western portion of the site facing Weston Road, as well as the parking and display areas. Pedestrian connection has been proposed throughout the subject site and between the existing and proposed site plans. Additionally, a twenty (20) foot landscape buffer is proposed at the west property line.

The petitioner is proposing a modern architectural design. The dealership accommodates a one-story building incorporating architectural elements such as flat roof, split face concrete block, clear glass, anodized aluminum finish for store frames, and tubular steel frames. The symmetrical configuration of the building consists of large areas of glass, geometrical elements, and contrasting colors, characteristic of this type of architecture.

PREVIOUS ACTIONS: N/A

CONCURRENCES: At the June 12, 2007 Site Plan Committee meeting, Ms. Aitken made a motion, seconded by Vice-Chair Evans, to approve subject to staff's report and the following conditions: 1) that the applicant install a temporary landscape buffer to meet with staff's approval on the future development area behind the building and that the landscaping would be removed or relocated when the

future development area was developed; 2) connect the sidewalk along the front of the building to the vehicle display area on the southwest corner of the property; 3) adjust site plan lighting to make the foot-candle levels consistent with the adjacent Hyundai Dealership; and 4) to make a note on the approval that if the parcel is ever sold to a separate ownership, a dumpster site must be added. Motion carried 3-0 (Ms. Lee and Mr. Engel were absent).

FISCAL IMPACT: not applicable

Has request been budgeted? n/a

RECOMMENDATION(S): Staff finds the Master Site Plan application complete and suitable for transmittal to the Site Plan Committee and Town Council for further consideration with the following conditions:

1. Provide a letter from FDOT allowing planting within right-of-way dedication prior of issuance of any building permit.
2. Provide a letter from each of the agencies below ensuring Town of Davie concurrency will be met with the proposed development prior of issuance of any building permit:
   - Potable Water: *Applicable Utilities Department*
   - Sanitary Sewer: *Applicable Utilities Department*
   - Transportation: *Engineering Division*
   - Drainage System: *Applicable Water Control District*
   - Solid Waste: *Applicable Waste Management Company*
   - Police and Fire: *Police and Fire Department*

Attachment(s): Staff Report, Site Plan.

Attachment "A"
Application: SPM 4-2-07/07-73 / Rick Case Smart Dealership
Original Report Date: 06/05/2007 **Revision(s):** 06/14/07

TOWN OF DAVIE
Development Services Department
Planning & Zoning Division
Staff Report and Recommendation

Applicant Information

Owner:

Name: RR Davie, LLC – Richard J. Case
Address: 875 N. State Road 7
City: Fort Lauderdale, Florida 33317
Phone: (954) 587-1111

Petitioner:

Name: Architecture 6400 Inc. – Christopher H. Miller
Address: 300 S.E. 2nd Street
City: Fort Lauderdale, Florida 33301
Phone: (954) 627-9180

Background Information

Application Request: The petitioner requests site plan modification approval for the addition of a Smart Car Dealership within the existing Rick Case Hyundai dealership.

Address: 3500 Weston Road

Location: Generally located on the north side of SW 36 Street, between Weston Road and I-75.

Future Land Use Plan Map: Residential 1 DU/AC

Zoning: BP, Business Park District

Existing Use(s): Rick Case Hyundai Dealership

Proposed Use(s): Smart Car Dealership

Parcel Size: 13.02 Acres (594,058 square feet)

Surrounding Use(s):		**Surrounding Land Use Plan Map Designation(s):**
North:	I-75	Transportation
South:	Road/Davie Volvo-Nissan	Transportation/Commercial
East:	I-75	Transportation
West:	Meridian Business Campus	Industrial

Surrounding Zoning(s):

North: T, Transportation District
South: T, Transportation District, and BP, Business Park District
East: T, Transportation District
West: PDD, Planned Development District (City of Weston)

Zoning History

Related Zoning History:

At the January 15, 2003, Town Council meeting, the site plan SP 9-5-02 was approved on the consent agenda (5-0).

On December 4, 2001 the plat P 12-1-98 Pointe West Center North, was approved by the Broward County Board of County Commissioners, and recorded it in the official records of Broward County.

At the February 16, 2000 Town Council meeting, the site plan, SP 11-11-99 Davie Dealership, was approved.

At the January 5, 2000 Town Council meeting, the plat was approved with a plat note restricting it to 55,000 square feet of auto dealership use.

At the December 15, 1999 Town Council meeting, the rezoning, ZB 8-1-99, Ordinance 99-44, of the northern portion of the subject site from AG, Agricultural District to BP, Business Park District for 3.55 acres with the utilization of the Broward County "5% residential-to-commercial" flexibility rule was approved.

At the February 3, 1999 Town Council meeting, the rezoning, ZB 9-2-98, Ordinance 99-03, of the southern portion of the subject site from AG, Agricultural District to BP, Business Park District for 6.45 acres with the utilization of the Broward County "5% residential-to-commercial" flexibility rule was approved.

Applicable Codes and Ordinances

The effective Code of Ordinances governing this project is the Town of Davie Land Development Code.

Land Development Code Section 12-87, Setback standards for the Business Park (BP) District: Minimum setbacks from exterior property lines.

Land Development Code Section 12-208 (A)(22), Requirements for off-street parking: Minimum parking requirement of one (1) space for each one hundred fifty (150) square feet of repair, office and showroom plus one (1) space for each five hundred (500) square feet of outdoor display area.

Land Development Code Section 12-102, Landscaping: Plant materials used in conformance with provisions of this chapter shall conform to the standards for Florida No. 1 or better.

Comprehensive Plan Considerations

Planning Area:

The subject property falls within Planning Area 1: This Planning Area constitutes the southwestern most portion of the Town, encompassing all of the land south of Griffin Road and west of southwest 148 Avenue. The Ivanhoe development constitutes most of this planning area, which is essentially programmed for low density (3 dwellings per acre) residential development. There are parcels designated for commercial use located in the southern and northern ends of the Ivanhoe development at the intersection of I-75 with Sheridan and Griffin Roads, and Orange Drive.

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)platting, 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 Element, Policy 7-4: Commercial land uses shall generally be located with access to primary transportation facilities including interstates, highways and arterials. Commercial uses located on arterials not designated by the Future Land Use Map as commercial corridors should be limited to the intersection of two arterials or arterials and interstates. Consistent with Policy 7-1, vacant land with such access shall be evaluated for potential commercial use.

Future Land Use Element, Policy 17-1: Lands designated for non-residential use shall be located in a manner, which facilitates development, but does not adversely impact existing and designated residential areas.

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 13.02 acres (594,058 square feet) in size and is located on the north side of SW 36 Street, between Weston Road and I-75. The subject site abuts the City of Weston to the west City Limits, to the east and north I-75, and an auto dealership (Davie Volvo-Nissan) to the south.

   The propose dealership consists of a 4,754 square foot building exclusively for "Smart Cars", a new product for the dealership, as well as walkways, landscaping, and parking areas. The building is located at the western portion of the site facing Weston Road, as well as the parking and display areas. Pedestrian connection has been proposed throughout the subject site and between the existing

and proposed site plans. Additionally, a twenty (20) foot landscape buffer is proposed at the west property line.

2. *Architecture:* The petitioner is proposing a modern architectural design. The dealership accommodates a one-story building incorporating architectural elements such as flat roof, split face concrete block, clear glass, anodized aluminum finish for store frames, and tubular steel frames. The symmetrical configuration of the building consists of large areas of glass, geometrical elements, and contrasting colors, characteristic of this type of architecture.

3. *Access and Parking:* The access to the subject site is via an existing two-way 50 foot access opening from Weston Road. The proposed accesses will provide full ingress/egress to the subject site. The Land Development Code 12-208(A)(22), requires a total of 349 parking spaces, based on the use, the development as proposed exceeds this requirement.

4. *Lighting:* All light poles and fixtures meet the requirements of the Land Development Code Section 12-260, Lighting Standards. The style of the light features is consistent with the architectural style of the building and the existing development.

5. *Signage:* Signage is not part of this site plan modification 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. The landscape plan indicates that the existing trees will remain along Weston Road.

7. *Drainage:* 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. *Compatibility:* The proposed dealership is compatible with the surrounding properties by providing the proper setbacks, buffers, and screening.

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. *(See petitioner's letter attached).*
2. The planting at west property line is located within FDOT Right-of-way Dedication. A letter from FDOT authorizing planting within this area must be provided. **This comment has not been address.**
3. In accordance with Article VIII, the Town of Davie Land Development Code governs all signage.
4. As per § 12-372 (E) provide existing land use and zoning of property and all contiguous parcels.
5. As per § 12-372 (C) (2) all site plans must submit one (1) tree survey.

6. 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 if applicable.
7. As per Division 1.TODC, Consistency and Concurrency Determination, provide a letter from each of the agencies below ensuring Town of Davie concurrency will be met with the proposed development:
   Potable Water: *Applicable Utilities Department*
   Sanitary Sewer: *Applicable Utilities Department*
   Transportation: *Engineering Division*
   Drainage System: *Applicable Water Control District*
   Solid Waste: *Applicable Waste Management Company*
   Police and Fire: *Police and Fire Department*
8. Proposed plant material must be a least fifteen (15) feet away of light pole fixtures.

Engineering Division:

1. Provide traffic analysis to show traffic impact on local roadways. A traffic analysis is required prior to obtaining engineering permit. Applicant is required to show local roadway impacts based on newly proposed building. Provide overall summary of existing traffic generation and how much new proposed site will add. Show on summary the total approved amount of trips that the approved site plan was granted.
2. Show location and proper access to trash enclosure.

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 April 17 and 24, 2007 at the Robbins Lodge. Attached is the petitioner's Citizen Participation Report.

Staff Analysis

The petitioner's proposed design of the smart car dealership within the existing Rick Case dealership development meets the intent of the existing zoning, BP, Business Park District. Additionally, it is consistent with the Comprehensive Plan and Land Development Code as it relates to access, location, size, and use. Development of the subject site as proposed is consistent with adjacent properties.

Findings of Fact

Staff finds that site plan is consistent with the general purpose and intent of the Land Development Regulations, and Town of Davie Comprehensive Plan. Furthermore, the site plan modification is in conformance with all applicable Codes and Ordinances in terms of site design, circulation, setbacks, and buffering requirements. The proposed site plan is compatible with the surrounding uses and properties.

Staff Recommendation

Staff finds the Master Site Plan application complete and suitable for transmittal to the Site Plan Committee and Town Council for further consideration with the following conditions:

3. Provide a letter from FDOT allowing planting within right-of-way dedication prior of issuance of any building permit.
4. Provide a letter from each of the agencies below ensuring Town of Davie concurrency will be met with the proposed development prior of issuance of any building permit:
   - Potable Water: *Applicable Utilities Department*
   - Sanitary Sewer: *Applicable Utilities Department*
   - Transportation: *Engineering Division*
   - Drainage System: *Applicable Water Control District*
   - Solid Waste: *Applicable Waste Management Company*
   - Police and Fire: *Police and Fire Department*

Site Plan Committee Recommendation

At the June 12, 2007 Site Plan Committee meeting, Ms. Aitken made a motion, seconded by Vice-Chair Evans, to approve subject to staff's report and the following conditions: 1) that the applicant install a temporary landscape buffer to meet with staff's approval on the future development area behind the building and that the landscaping would be removed or relocated when the future development area was developed; 2) connect the sidewalk along the front of the building to the vehicle display area on the southwest corner of the property; 3) adjust site plan lighting to make the foot-candle levels consistent with the adjacent Hyundai Dealership; and 4) to make a note on the approval that if the parcel is ever sold to a separate ownership, a dumpster site must be added. Motion carried 3-0 (Ms. Lee and Mr. Engel were absent).

Town Council Action

Exhibits

1. 1,000' Mail out Radius Map
1. Property Owners within 1,000' of the Subject Site
2.Public Participation Notice
3. Public Participation Sign-in Sheet
4. Public Participation Report
5. Petitioner's Letter Regarding CBWMD Approval
6. Future Land Use Plan Map
7. Aerial, Zoning, and Subject Site Map

Prepared by: _____ Reviewed by: _____

File Location: *P&Z\Development Applications \Rick Case Mart Dealership\SPM4-2-0\Staff Report*

Exhibit 1 ***(1,000' Mail out Radius Map)***

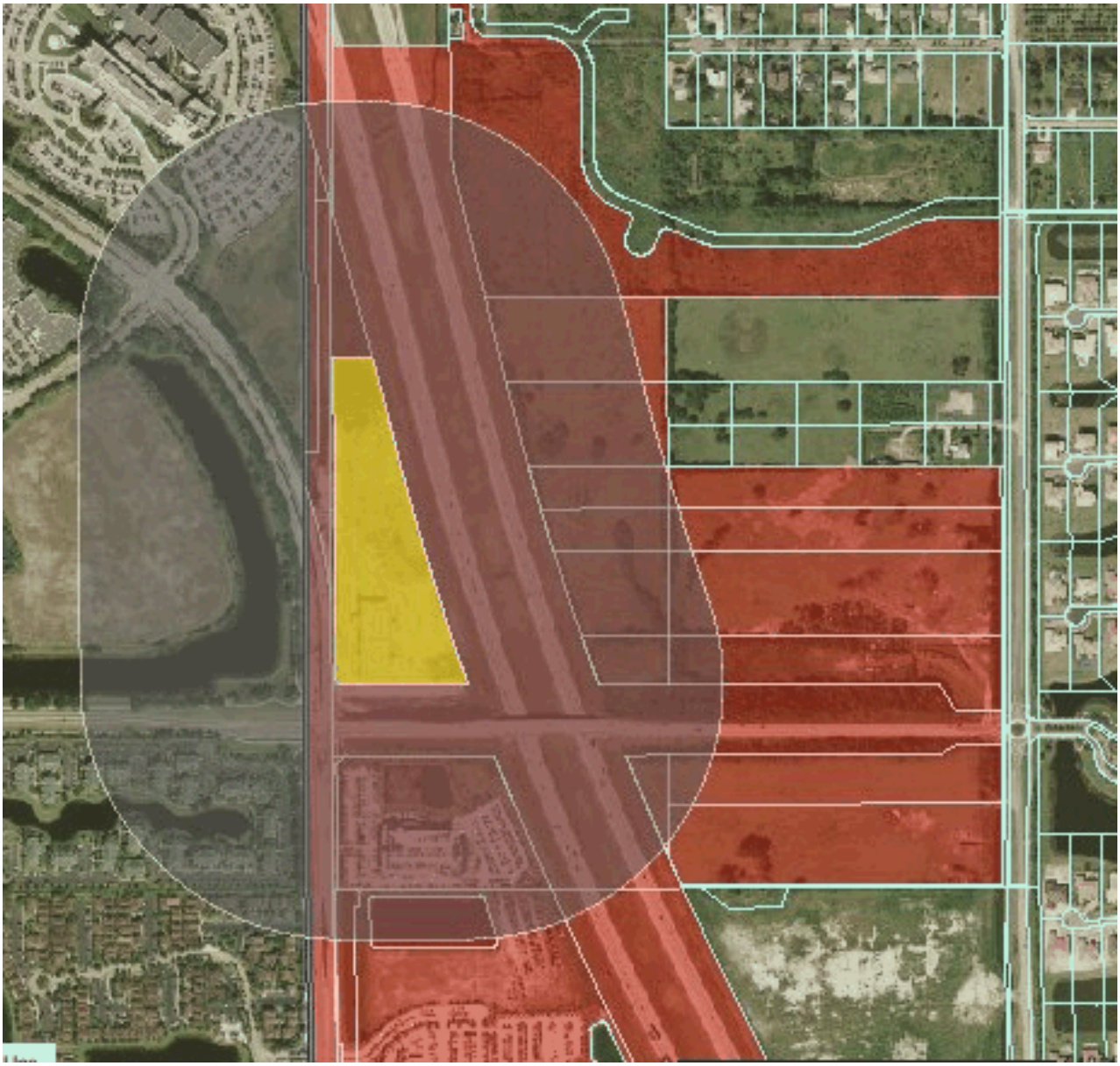


Exhibit 2 ***(Property Owners within 1,000' of Subject Site)***

NAME_LINE_	ADDRESS_LI	ADDRESS_1
BURGESS,GENE R	5850 SW 32 TER	FT LAUDERDALE FL 33312
BURGESS,GENE R	5850 SW 32 TER	FT LAUDERDALE FL 33312
BURGESS,GENE R	5850 SW 32 TER	FT LAUDERDALE FL 33312
BURGESS,GENE R	5850 SW 32 TER	FT LAUDERDALE FL 33312
BURGESS,GENE R	5850 SW 32 TER	FT LAUDERDALE FL 33312
BURGESS,GENE R	5850 SW 32 TER	FT LAUDERDALE FL 33312
DOM INC	9401 BISCAYNE BLVD	MIAMI SHORES FL 33138-2970
M S & S TOYOTA INC	3801 W SUNRISE BLVD	FT LAUDERDALE FL 33311
OAK SCHOLAR OF BROWARD LLC	6035 SW 88 CT	MIAMI FL 33173
OAK SCHOLAR OF BROWARD LLC	6035 SW 88 CT	MIAMI FL 33173
PLANTATION SALES INC	747 NORTH STATE ROAD 7	PLANTATION FL 33317
PLANTATION SALES INC	747 NORTH STATE ROAD 7	PLANTATION FL 33317
POINTE WEST PROPERTY OWNERS ASSN	17794 SW 2 ST	PEMBROKE PINES FL 33029
POINTE WEST PROPERTY OWNERS ASSN	17794 SW 2 ST	PEMBROKE PINES FL 33029
R & R DAVIE LLC	949 HILLSBORO MILE	HILLSBORO BEACH FL 33062
R & R DAVIE LLC	949 HILLSBORO MILE	HILLSBORO BEACH FL 33062
R & R DAVIE LLC	949 HILLSBORO MILE	HILLSBORO BEACH FL 33062
RYAN,TIMOTHY M	310 SE 6 ST	DANIA BEACH FL 33004
RYAN,TIMOTHY M	310 SE 6 ST	DANIA BEACH FL 33004
RYAN,TIMOTHY M	310 SE 6 ST	DANIA BEACH FL 33004
RYAN,TIMOTHY M	310 SE 6 ST	DANIA BEACH FL 33004
SOUTHERN HOMES OF DAVIE V LLC	12900 SW 128 ST SUITE 100	MIAMI FL 33186
SOUTHERN HOMES OF DAVIE V LLC	12900 SW 128 ST SUITE 100	MIAMI FL 33186
SOUTHERN HOMES OF DAVIE V LLC	12900 SW 128 ST SUITE 100	MIAMI FL 33186

Exhibit 3 ***(Public Participation Notice)***

LAW OFFICES
DOUMAR, ALLSWORTH, 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.
RAYMOND A. DOUMAR, P.A.*

† ALSO ADMITTED IN PENNSYLVANIA
* ALSO ADMITTED IN MICHIGAN

1177 SOUTHEAST THIRD AVENUE
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JOHN D. VOIGT, P.A.
JEFFREY S. WACHS, P.A.†

OF COUNSEL
WILLIAM S. CROSS, P.A.
JOHN W. PERLOFF, P.A.

April 5, 2007

Re: Rick Case Hyundai
3550 Weston Road
Davie, Florida 33331

Site Plan Modification

Dear Neighbor:

We would like to invite you to a neighborhood meeting to discuss the proposed amendment to the Site Plan for Rick Case Hyundai located at 3550 Weston Road, Davie, Florida 33331. The property is immediately west of Interstate 75 on the northeast corner of Weston Road and S.W. 36th Street.

We are submitting an Amended Site Plan Application to the Town of Davie providing for the addition of a Smart Car of America dealership on the existing site. The Smart Car dealership would consist of approximately 4,000 to 5,000 square feet, less than 1/10 the size of the existing Hyundai dealership.

We have reserved Robbins Lodge for two public meetings to which you are invited. The first meeting will be held on Tuesday, April 17, 2007, at 7:00 p.m., and the second meeting will be held on Tuesday, April 24, 2007, also at 7:00 p.m. Robbins Lodge is located at 4005 Hiatus Road, approximately two and one-half miles south of Interstate 595 on the west side of Hiatus Road.

We expect our presentation to take approximately 15 minutes and we will reserve plenty of time afterward to answer any follow-up questions that you may have. Please contact me should you have any questions at this time or require any additional information.

Sincerely,

JOHN D. VOIGT
For the Firm

PLEASE NOTE THAT MEMBERS OF THE TOWN COUNCIL MAY BE PRESENT.

cc: Town of Davie

Exhibit 4 ***(Public Participation Sign-In Sheet)***

RICK CASE - SIGN IN
SITE PLAN MODIFICATION
PUBLIC PARTICIPATION MEETING #1

Tuesday Apr. 17, 2007
@ ROBBINS LODGE
7:00 pm - 7:30 pm

1. JOHN VOIGT, ATTY for Applicants
2. BILL SANDER / 4 RICK CASE (R&R DAVIE)

Tuesday, Apr. 24, 2007
@ ROBBINS LODGE
7:00 pm - 7:20 pm

1. JOHN VOIGT, ATT'Y for Applicant.
2. BILL SANDER, RICK CASE / R&R Davie

Exhibit 5 ***(Public Participation Report)***

LAW OFFICES
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JEFFREY S. WACHS, P.A.†

OF COUNSEL
WILLIAM S. CROSS, P.A.
JOHN W. PERLOFF, P.A.

April 25, 2007

Ms. Lise Bazinet
Planner II
Town of Davie
6591 Orange Drive
Davie, Florida 33314-3399

Re: Rick Case Hyundai
Amended Site Plan Application
Citizen Participation Report

Dear Ms. Bazinet:

Please allow this letter to serve as our Citizen Participation Report for the most recent Amended Site Plan Application regarding Rick Case Hyundai and the addition of a Smart Car of America dealership to the existing site.

Two public participation meetings were held at Robbins Lodge on Hiatus Road. The first meeting was held on Tuesday, April 17, 2007, at 7:00 p.m., and the second meeting was held on Tuesday, April 24, 2007, also at 7:00 p.m. Attached is the original sign-up sheet for both meetings. You will see that no one attended other than myself and the representative of Rick Case Hyundai.

Obviously, since no members of the public attended the meetings, no issues were raised. The applicant is aware, however, that certain residential neighborhoods were outside of the mandatory notice requirement. As a result, the applicant does plan to meet with residents of those communities once the site plan has progressed further and a more detailed design along with renderings are available to show those residents.

Enclosed please find a copy of the March 30, 2007 Public Participation Plan which this office submitted to you. Based upon the foregoing, it is our belief that we have adequately satisfied the citizen participation requirements of the code in compliance with our Public Participation Plan. Although not required by the terms of the ordinance, we will continue to keep nearby residents informed as the application proceeds. Please contact me should you have any questions or if any additional information is required.

Sincerely,

JOHN D. VOIGT
For the Firm

JDV/kdr
encs.

cc: R&R Davie, LLC
Rick Case Hyundai

Exhibit 6 (*Petitioner's Letter Regarding CBWMD Approval*)

LAW OFFICES
DOUMAR, ALLSWORTH, LAYSTROM,
VOIGT, WACHS, MAC IVER & ADAIR, LLP

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OF COUNSEL
WILLIAM S. CROSS, P.A.
JOHN W. PERLOFF, P.A.

May 24, 2007

Mark Kutney, Development Services Director
TOWN OF DAVIE
6591 S.W. 45th Street
Davie, Florida 33314

Re: Rick Case - Smart Car Site Plan Application

Dear Mark:

As follow-up to the Development Review Committee meeting on May 23, 2007, please treat this letter as our request to proceed at risk. We acknowledge having been advised by Davie Town Staff that our application requires Central Broward Water Control District review and approval. We further understand that the Site Plan Committee or the Town Council may choose to defer or table our site plan hearing should we not have the appropriate Central Broward approvals by the time of those meetings.

Should you need anything in additional to this letter in order for us to proceed to the Site Plan Committee, please do not hesitate to contact me.

Yours truly,

C. WILLIAM LAYSTROM, JR.
For the Firm

CWL:ks
cc: Lise Bazinet
Town Engineer Larry Peters
Chris Miller
Warner Vaughn
Rick Case
Bill Sander

Exhibit 7 (*Future Land Use Map*)

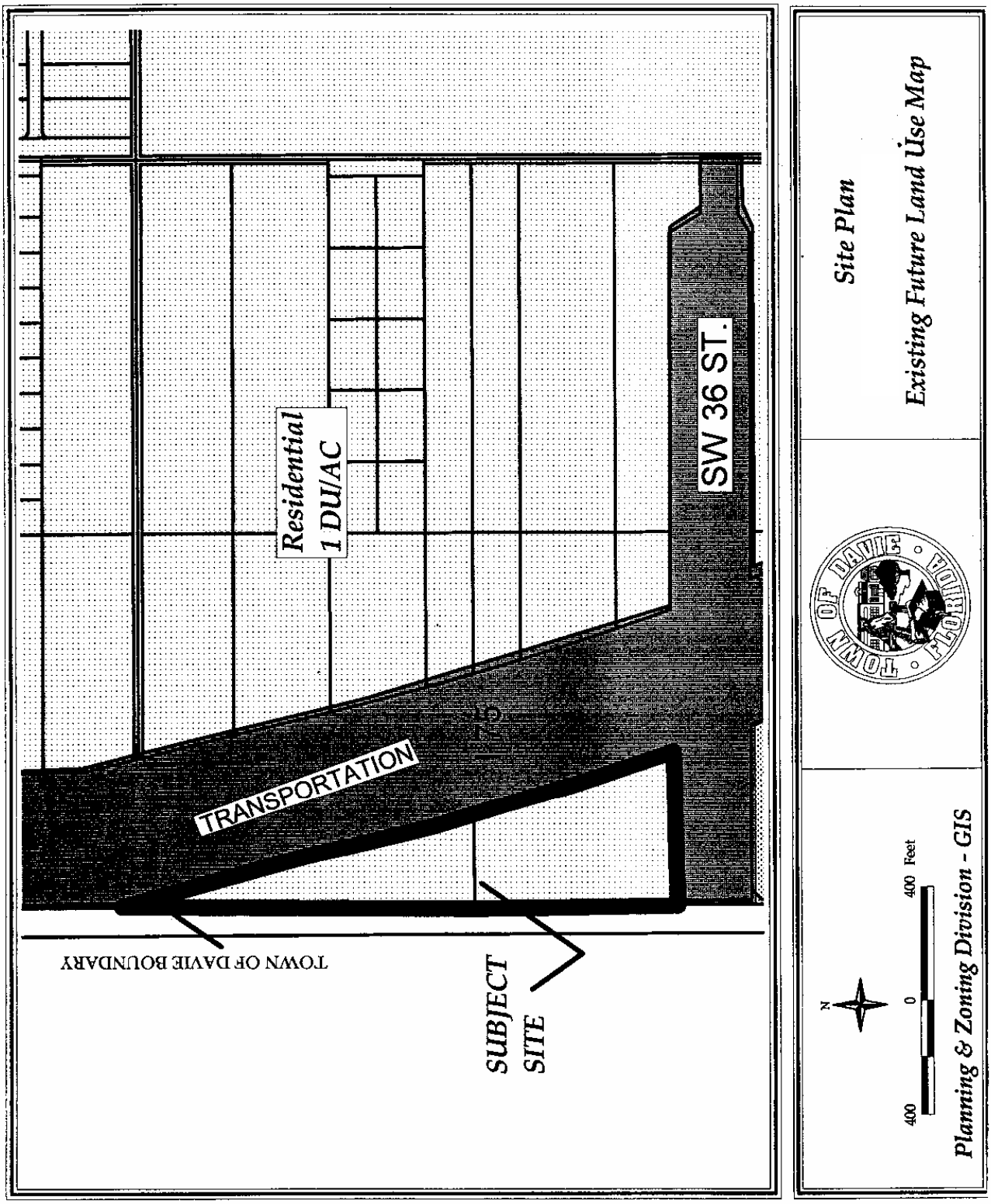
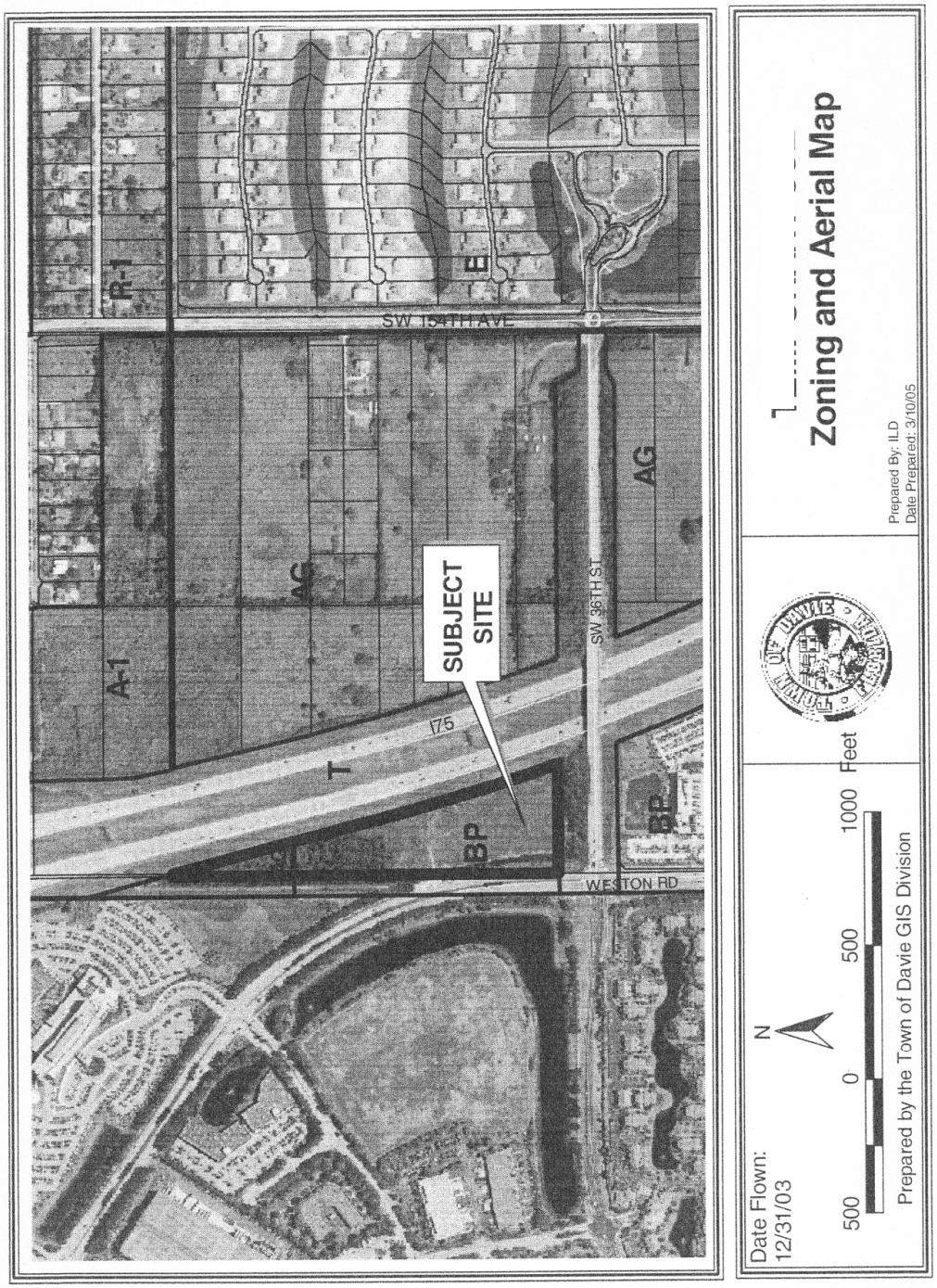


Exhibit 8 (*Aerial, Zoning, and Subject Site Map*)



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6.1
PUBLIC HEARING
June 20, 2007

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: Ingrid Allen, Planner II

SUBJECT: ZB (TXT) 4-1-06/Junkyards

AFFECTED DISTRICT: 1

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: 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 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 XI, ADDING SECTION 12-349 REVIEW OF APPLICATIONS FOR DEVELOPMENT OF LAND FORMERLY IN HACIENDA VILLAGE OR UNINCORPORATED BROWARD COUNTY CURRENTLY USED FOR RECYCLING, SCRAP METAL PROCESSING, AND AUTOMOBILE WRECKING YARD; AND AMENDING 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 PROPERTY WAS DESIGNATED FOR JUNKYARD USE UNDER HACIENDA VILLAGE OR BROWARD COUNTY CODES 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.

REPORT IN BRIEF: Staff has been working with the petitioner to minimize the impacts of the petitioner's proposed junkyard code amendment. Staff's intent is to find a balance between the needs of the Town and existing junkyard owners. Although the attached ordinance is a compromise between both parties, the following two (2) outstanding issues still remain:

1. The petitioner indicates that the machinery needed to lift larger items will not fit under an enclosed building and therefore they would not be able to comply with (Section 4, (HH)(1)).
2. The petitioner indicates that the activities generally associated with Recycling, Scrap Metal Processing and Automobile Wrecking Yards, to include the processing of concrete to a powder-like form cannot be eliminated and therefore they would not be able to comply with (Section 4,(HH)).

The attached ordinance, submitted by the petitioner, identifies staff's comments by either a double underline (for additions) or a double strikethrough (for deletions).

PREVIOUS ACTIONS: At the March 7, 2007 Town Council meeting, ZB(TXT) 4-1-06 was tabled to the April 4, 2007 meeting (Motion carried 5-0).

At the April 4, 2007 Town Council meeting, ZB (TXT) 4-1-06 was tabled to May 16, 2007 meeting (Motion carried 5-0).

At the May 16, 2007 Town Council meeting, Councilmember Crowley made a motion, seconded by Councilmember Luis, to approve the applicant's proposed code amendment. (Motion carried 5-0).

At the June 6, 2007 Town Council meeting, Vice-Mayor Caletka made a motion, seconded by Mayor Truex, to table item for two weeks. (Motion carried 4-1). *(Planner's note: The purpose for the tabling of this item was a result of the petitioner submitting a revised ordinance to staff.)*

CONCURRENCES: At the February 14, 2007 Local Planning Agency meeting, Ms. Turin made a motion, seconded by Mr. Busey, to table to March 14, 2007 Local Planning Agency meeting. (Motion carried 3-0).

At the March 14, 2007 Local Planning Agency meeting, Mr. Stevens made a motion, seconded by Vice-Chair McLaughlin, to table to April 11, 2007. (Motion carried 5-0).

At the April 11, 2007 Local Planning Agency meeting, Mr. Stevens made a motion, seconded by Ms. Turin, to approve subject to the amendments previously set forth which were: 1) an amendment to Subsection (U), page 4, four lines up from the bottom of the page, it should read "…practices otherwise conform ~~to generally accepted Recycling, Scrap Metal Processing and Automobile Wrecking Yard business practices, the operation does not emit noxious odors, is in conformance~~ with all applicable environmental regulations, and otherwise conforms with the nuisance standards as defined by the Town code."; 2) page 5, with (HH), add to the end of the last sentence: "…which shall not be deemed to include the permanent storage of said inventory or material."; and 3) in the same definition as (HH) after the previously added wording, add the sentence: "This definition shall not be deemed to include the reduction of concrete to a powder like form." (Motion carried 5-0)

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): Staff recommends approval of the ordinance subject to staff's comments indicated by either a double underline (additions) or a double strikethrough (deletions).

Attachment(s): Ordinance

ORDINANCE _____

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 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 XI, ADDING SECTION 12-349 REVIEW OF APPLICATIONS FOR DEVELOPMENT OF LAND FORMERLY IN HACIENDA VILLAGE OR UNINCORPORATED BROWARD COUNTY CURRENTLY USED FOR RECYCLING, SCRAP METAL PROCESSING, AND AUTOMOBILE WRECKING YARD; AND AMENDING 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 PROPERTY WAS DESIGNATED FOR JUNKYARD USE UNDER HACIENDA VILLAGE OR BROWARD COUNTY CODES 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.

WHEREAS, the Town Council of the Town of Davie desires to amend the Land Development Code to provide for "Recycling, Scrap Metal Processing and Automobile Wrecking Yards" defined herein, as an existing legal use in the M-3 zoning district when the property was designated for junkyard use under Hacienda Village or Broward County codes and the existing use is legally permitted within the Town; and

WHEREAS, the Local Planning Agency of the Town of Davie held a public hearing on April 11, 2007; and

WHEREAS, the Town Council of the Town of Davie held a public hearing duly advertised as required by State Statutes on _____2007, and on the date of adoption of this Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

INTENT and PURPOSE: The purpose of this ordinance is to promote the safety, health, and welfare of the public, and to protect the public from health nuisances and safety hazards as set forth in this ordinance. The intent of these amendments to the Town's Land Development Code is not to increase the number of additional non-conforming uses allowed in the Town, only to allow certain uses that were legal under the Hacienda Village or Broward County codes and became legal non-conforming uses when the Town annexed the properties, to become legal conforming uses. Such regulations and review shall ensure that existing heavy industrial uses will not become incompatible with new development and that new development shall provide buffers and site design in light of the existing land uses.

It is the intent of the Town of Davie to recognize and respect judicially acknowledged or constitutionally protected private property rights. It is the intent of the Town of Davie that all ordinances, regulations, and programs must be developed, promulgated, implemented, and applied with sensitivity for private property rights and not be unduly restrictive, and property owners must be free from actions of others which would harm their property.

Nothing in this Ordinance will impair or diminish the rights of existing landowners or their successors or assigns to continue the use and enjoyment of their properties consistent with the current land use existing at the time of adoption.

The purpose of these amendments will be to clearly provide for "Recycling, Scrap Metal Processing, and Automobile Wrecking Yard" uses, as defined herein, as permitted uses in the M-3 zoning district when the property was designated for junkyard use under Hacienda Village or Broward County codes and the existing use is legally permitted, and to ensure the compatibility of Recycling, Scrap Metal Processing, and Automobile Wrecking Yards with the surrounding environment and provide staff criteria by which to review redevelopment plans in accordance with the Town's Land Development Code.

The intent of the amendments and proposed Ordinance is to balance the needs of existing landowners with the need of the Town to address the future compatibility of development and redevelopment in the Town's Industrial area, particularly the uses of Recycling, Scrap Metal Processing, and Automobile Wrecking Yard as defined herein, which were legal permitted uses under the Hacienda Village or Broward County codes that are not permitted uses under the Town's current M-3 zoning district.

It is also the intent of these amendments and proposed Ordinance to allow for the development, redevelopment and relocation of operations and facilities within the current property boundaries of existing Recycling, Scrap Metal Processing, and Automobile Wrecking Yard businesses operating under a Town issued license, consistent with the Town's Land Development Code as modified by these amendments and Ordinance.

Finally, it is the intent of these amendments and proposed Ordinance to allow a landowner with an existing Recycling, Scrap Metal Processing, and Automobile Wrecking Yard use developed under the less restrictive use regulations of the Hacienda Village or Broward County codes, such as landscaping and open space requirements, to gradually achieve conformance with the more restrictive use regulations under the Town of Davie Code as the properties are incrementally redeveloped; only that part of the property being redeveloped must be brought into conformance with the new, more restrictive standards.

SECTION 1. The Section 12-24, Statement of purpose and intent of zoning districts, of the Town code is amended to read as follows:

> (J)(9) PLANNED INDUSTRIAL PARK (M-3) DISTRICT. The M-3 District is intended to implement the industrial classification of the Town of Davie Comprehensive Plan by providing for planned industrial parks which can accommodate light, medium or selected heavier industrial uses in an open, uncrowded and attractive manner through limitations on setbacks and coverage<u>, and for other permitted uses</u>. M-3 districts are not intended for locations abutting residential property.

*****

SECTION 2. Section 12-32, Table of Permitted Uses, of the Town code is amended to read as follows:

(C) BUSINESS PARK AND INDUSTRIAL

GENERAL USE	DISTRICTS BP	M-1	M-2	M-3
~~Junk Yards~~	~~N~~	~~N~~	~~N~~	~~N~~
Recycling, Scrap Metal Processing, and Automobile Wrecking Yard	N	N	N	*

* = Conditionally permitted subject to detailed use regulations (section 12-34).

*****

SECTION 3. The Section 12-33, General Regulations, of the Town code is amended to read as follows:

(O) FENCES, WALLS AND HEDGES:

(6) All yards used for storage within industrial use areas shall be enclosed with a continuous wall of masonry or pre-cast concrete, no less than eight feet and no more than ten feet high to screen the contents of such yard from the view of the surrounding property.

(9) All masonry screen walls erected in the Town shall be finished on both sides with two (2) coats of cement stucco or be constructed of pre-cast concrete, and painted on both sides.

~~(U) NUISANCES:~~

~~(3) Recycling, Scrap Metal Processing and Automobile Wrecking Yard businesses operating under a Town license shall not be deemed a public or private nuisance solely because of the keeping, depositing or storing within the perimeter walls of the premises of any junk, trash, debris, construction materials not being actively used for construction, abandoned, discarded or unused objects or equipment, including, but not limited to, automobiles, scrap metal, boats, trucks or buses, stoves, refrigerators, freezers, trailers, etc. if the operations, activities and management practices otherwise conform with applicable environmental regulations and with the nuisance standards as defined by the Town code.~~

(X) OUTDOOR ACTIVITIES RESTRICTED:

(1) All activities of permitted uses, including but not limited to sale, display, preparation and storage, shall be conducted within a completely enclosed building except as follow:

f. Recycling, Scrap Metal Processing and Automobile Wrecking Yard operations & activities occurring within the perimeter walls and as provided for in Section 12-34 (HH).

*****

SECTION 4. The Section 12-34, Detailed Use Regulations – Standards Enumerated, of the Town code is amended to read as follows:

(Q) INDUSTRIAL ACTIVITIES: In the M-1, M-2, and M-3 districts the following uses are permitted:

(3) Within the M-3 district only, existing Recycling, Scrap Metal Processing, and Automobile Wrecking Yards and associated ancillary and accessory uses on lands where the property was designated for junkyard use under Hacienda Village or Broward County codes and the existing use is legally permitted under the Town code are allowed to continue. ~~Any redevelopment shall be required to adhere to the Town of Davie Land Development Code existing at the time of redevelopment.~~

(HH) RECYCLING, SCRAP METAL PROCESSING AND AUTOMOBILE WRECKING YARDS: Shall include all activities generally associated with Recycling, Scrap Metal Processing and Automobile Wrecking Yards, Salvage Yard, Recycling Yard, Auto Wrecking Yard, and Oil Recycling & Reclamation, including open storage of equipment, inventory and materials, but shall not include the permanent on site storage of said inventory or materials, and shall not include the processing of concrete. ~~for the purpose of reducing to a powder-like form~~.

(1) All processes, and/or operations related to recycling, scraping of metal, vehicle dismantling and crushing, and fluid recycling and reclamation shall be fully enclosed in a building that complies Section 12-34 (HH).

(2) Building(s) used for dismantling, crushing, shredding, fluid reclamation and recycling, and other material recycling operations shall have visual screening beginning no more than 20 feet above the finished floor of the building and continuing to the roof. When buildings are constructed within 20 feet of a perimeter wall, the screening material on the building side closest to the wall shall begin at the height of the wall and continue to the roof. The screening material may be solid or perforated, as long as the ~~screening reduces the visibility of~~ activities within the building are not visible as viewed from outside the perimeter wall of the facility. The building(s) shall be designed ~~in an aesthetically pleasing manner~~ incorporating the following ~~guidelines~~: Scale and Massing: If pre-cast concrete panels are used, they shall have patterns and reveals. ~~to provide visual interest~~. The South Florida climate shall ~~influence~~ shape and ~~orientation of~~ orientate building(s), nature of roofs and overhangs, and the location and size of windows. Building(s) shall not have a monolithic appearance. Building facades shall have vertical and horizontal ~~articulation~~ elements.

(3) The design shall use varied roof types, window designs, ornamentation, and colors.

~~(a) Screening: All roof-mounted mechanical equipment shall be screened with materials consistent with those used in the design of the building(s).The screening material and structure shall be architecturally compatible with the building.~~

(4) Outside storage shall be limited to non-stacked, non-totaled vehicles, unless an additional ten (10) foot wide landscape buffer interior to the perimeter wall with fourteen (14) – sixteen (16) foot high canopy trees planted for each forty (40) linear feet of property line is provided. Canopy trees shall be staggered from other required perimeter trees. No dismantling of cars through the use of machinery other than hand dismantling shall occur in outside storage. Outside storage of vehicles shall be designed in an organized manner, with the cars aligned in rows.

(~~2~~) (5) Perimeter Walls: A minimum eight (8) foot maximum 10 foot high wall shall be constructed around the entire perimeter of the site except at points of access to and from the property. The wall shall be set a minimum of ten (10) feet from property lines and landscaped on the outside of the wall pursuant to Section 12-107 (D). The wall shall be solid concrete, masonry or pre-cast wall. When adjacent to a public street, walls shall include additional landscaping or decorative architectural features such as:

(a) 40 to 80 foot long wall segments staggered into the property a minimum of 5 feet;

(b) vines covering the walls;

(c) trees adjacent to the inside of the wall;

(d) Alternating wall segments constructed of iron or aluminum fencing of equal height to the adjoining wall, with additional landscaping designed to obtain an opaque screen to the on-site activities; and,

(e) Enclosed buildings constructed with no setback inside the perimeter wall shall incorporate the perimeter wall as a building wall and shall provide windows through the perimeter wall. The location of the perimeter wall shall not be placed in the traffic sight triangles per the Town of Davie Code of Ordinances.

(~~3~~) (6) Site Landscaping: Landscaping shall conform to Section 12-107, Landscaping standards for lots and sites as amended herein.

(~~4~~) (7) Site Environmental Monitoring: The site must be provided with environmental monitoring facilities as required by Broward County, the Florida Department of Environmental Protection, and the U.S. EPA.

(8) Facilities must obtain and maintain DEP Green Yards Certification.

(~~5~~) (9) All toxic chemicals, automobile fluids and petroleum waste must be safely contained and properly disposed.

(10) Threshold for Compliance: No facilities shall continue as non-conforming for more than ten (10) years after the effective date of this ordinance, except when granted an approved special use permit by the Town.

(~~1~~)(11) Hours of Operation: Recycling, Scrap Metal Processing and Automobile Wrecking Yard activities shall be conducted after ~~6:00 a.m.~~7:00 a.m. and before ~~12:00 a.m.~~ 11:00 p.m., Monday through Sunday, and shall be in conformance with the noise standards in Chapter 15 of the Town code.

*****

SECTION 6. The Section 12-83, Table of Conventional Nonresidential Development Standards, of the Town code is amended to read as follows:

	Min.	Min.	Min.				Max.	Max.	Min.	Min.
	Lot	Lot	Lot	Min. Setbacks			Height	Building	Building	Open
	Area	Frontage	Depth	Front	Side	Rear		Coverage	Separation	Space
District	(sf/ac)	(ft.)	(ft.)	(ft.)	(each)	(ft.)	(feet)	(ratio)	(feet)	(ratio)
M-3 (g)	43,560	150	-----	g	g	g	35 ft.	40%	-----	20%

(g) Twenty-five (25) feet from all street lines except Recycling, Scrap Metal Processing and Automobile Wrecking Yards which shall be zero setback within the perimeter wall; fifty (50) feet from property lines adjacent to areas zoned, occupied or Land Use Plan designated residential; ten (10) feet from property lines adjacent to areas zoned, occupied or Land Use Plan designated for nonresidential uses; two hundred (200) feet from all property lines for the manufacture, storage or processing of concrete, cement and lime, and for heavy manufacturing, fabrication and industrial uses, except within the perimeter walls of Recycling, Scrap Metal Processing and Automobile Wrecking Yards.

*****

SECTION 7. The Section 12-107, Landscaping standards for lots and sites, of the Town code is amended to read as follows:

(D) *Commercial and industrial districts.*

2. *Requirements for commercial and industrial districts over twenty thousand feet.*

(e) In properties used as a Recycling, Scrap Metal Processing and Automobile Wrecking Yard, trees and shrubs shall not be required within the perimeter wall except in connection with the construction of parking areas. If, after reasonable efforts to plant all of the required trees and shrubs in areas within the applicant's property,~~.~~ ~~R~~required trees and shrubs in excess of those that ~~which will fit outside of the perimeter wall for a~~ can be placed in locations not subject to damage from Recycling, Scrap Metal Processing and Automobile Wrecking Yard ~~property~~ operations may be planted within areas designated by the Town or the equivalent monetary value may be donated to the Town for use in planting trees and shrubs.

8. *Sodding.* All areas not occupied by buildings, walkways, or parking and driveways shall be sodded, except that for Recycling, Scrap Metal Processing and Automobile Wrecking Yard uses, areas interior to the perimeter wall shall not require sodding but may consist of dirt, asphalt and/or concrete.

*****

SECTION 8. The Section 12-208, Requirements for off-street parking, of the Town code is amended to read as follows:

(A) Minimum Requirements: (14) *Manufacturing, wholesale warehousing, distribution centers, and industrial uses, including Recycling, Scrap Metal Processing and Automobile Wrecking Yards.* One (1) space for each six hundred (600) square feet of floor area of the building plus one (1) space for each three hundred (300) square feet of office use.

*****

SECTION 9. Article XI , Development Review Procedures, is amended to add Sec. 12-349. Review of applications for development of land formerly in Hacienda Village or unincorporated Broward County currently used for Recycling, Scrap Metal Processing and Automobile Wrecking Yard, which shall read as follows:

The review of applications for site plans, master plans, and building permits for activities within Recycling, Scrap Metal Processing and Automobile Wrecking Yards that were developed as legal conforming uses under the Hacienda Village or Broward County codes shall be limited in area to that part of the applicant's property that is the subject of the application. The proposed development within the area that is the subject of an application shall conform to the Town code in effect at the time of the application. ~~As long as the use of a property remains a Recycling, Scrap Metal Processing and Automobile Wrecking Yard, applications for building permits to build a new structure or modify an existing structure, or for site plan approval to develop or redevelop a portion of the applicant's property, shall not be subject to the master development plan requirements of Section 12-375 of the Town Code.~~

Commentary: Landowners with an existing Recycling, Scrap Metal Processing, and Automobile Wrecking Yard use developed under the Hacienda Village or Broward County codes were subject to less restrictive use regulations, such as no requirements for open space. As these properties develop and redevelop under the more restrictive use regulations of the Town of Davie Code, such as a 20% open space requirement, the properties will be allowed to come into compliance incrementally by requiring only that part of the property being developed or redeveloped to achieve conformity with the Town code, so long as the overall site adheres to the requirements of 12-34 (HH)(10).

*****

SECTION 10. The Section 12-503, Definitions, is amended to add;

Recycling, Scrap Metal Processing, and Automobile Wrecking Yard. An establishment or place of business which is maintained, used or operated for recycling, processing, storing, keeping, buying or selling junked, dismantled or wrecked automobiles, vehicles and vessels or any parts thereof, including, but not limited to, oils, gasoline and other fluids and materials salvaged therefrom; and old or scrap batteries, construction and demolition debris, rubber, plastic, copper, brass, aluminum, iron, steel, and other old or scrap organic, ferrous or nonferrous material, but shall not include the processing of concrete. ~~for the purpose of reducing to a powder-like form.~~

~~*Automotive wrecking.* The dismantling or disassembling of used motor vehicles or trailers, or the storage, sale or dumping of dismantled, partially dismantled, obsolete or wrecked vehicles or their parts.~~

*****

SECTION 11. Recycling, Scrap Metal Processing and Automobile Wrecking Yards shall be maintained to protect the public from health nuisances and safety hazards.

*****

SECTION 12. All Ordinances or parts of Ordinances in conflict herewith are to the extent of such conflict hereby repealed.

*****

SECTION 13. If any section, subsection, sentence, clause, phrase, title, 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 14. 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/COUNCILMEMBER

ATTEST:

_____
TOWN CLERK

APPROVED THIS _____DAY OF _____, 2007.

6.2
PUBLIC HEARING
June 20, 2007

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: Tatiana Escobar, Staff Intern

SUBJECT: ZB(TXT) 4-2-07 / Residential Transitory Signs

AFFECTED DISTRICT: Townwide

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: AN ORDINANCE OF THE TOWN OF DAVIE, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE, CHAPTER 12, ARTICLE VIII, SIGNS, LIGHTING, DIVISION 1, SIGNS, SECTION 12-243, DETAILED SIGNS REGULATIONS, D) TEMPORARY SIGNS, 2) REAL ESTATE SIGNS, d) OPEN HOUSE SIGNS; TO PROVIDE FOR RESIDENTIAL TRANSITORY SIGNS FOR ONE DAY ACTIVITIES; PROVIDING FOR INCLUSION IN THE TOWN CODE; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

REPORT IN BRIEF: As per request of the Town Council, Planning and Zoning proposes a revision to Chapter 12 of the Code of Ordinances in reference to the requirements necessary for open house signs. The intent of this code amendment is to provide for the use of public right-of-way for the temporary location of residential transitory signs. Currently the Land Development Code only allows such signs on private property limiting possible location, or calling for the unauthorized use of public right-of-way. The amendment provides more detail requirements for the placement and removal of transitory signs. In addition, this code section also provides regulations for other previously unregulated residential transitory signs such as garage sales, yard sales, moving sales, neighborhood meetings, HOA meetings, and the like.

Planning and Zoning has drafted this code section utilizing the City of Plantation's Code. This code was recommended to Town Council by members of the private sector..

PREVIOUS ACTIONS: n/a

CONCURRENCES: At the May 9, 2007 Local Planning Agency meeting, Mr. Busey made a motion, seconded by Ms. Turin, to approve subject to 1) remove the text which stated "which may be displayed for one (1) day only;" 2) that subsection 5 be deleted; and 3) amend subsection 4 to include after "…the same calendar day, <u>but no later than 9:00 p.m</u>., and if not, the signs <u>may</u> be removed by the Town." (Motion carried 5-0)

Note: Staff has changed "may".

FISCAL IMPACT: not applicable

Has request been budgeted? n/a

RECOMMENDATION(S): Staff recommends approval of the Ordinance

Attachment(s): Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF DAVIE, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE, CHAPTER 12, ARTICLE VIII, SIGNS, LIGHTING, DIVISION 1, SIGNS, SECTION 12-243, DETAILED SIGNS REGULATIONS, D) TEMPORARY SIGNS, 2) REAL ESTATE SIGNS, d) OPEN HOUSE SIGNS; TO PROVIDE FOR RESIDENTIAL TRANSITORY SIGNS FOR ONE DAY ACTIVITIES; 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 desires to amend the Land Development Code pertaining to "Open House Signs" under Article VIII, Signs, Lighting; and

WHEREAS, the Local Planning Agency of the Town of Davie held a public hearing on May 9, 2007; and

WHEREAS, the Town Council of the Town of Davie held a public hearing duly advertised as required by State Statutes.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. That Section 12-243, D) Temporary Signs, 2) Real Estate Signs, subtitle d. of the Land Development Code of the Town of Davie, Florida (the "Town"), is hereby amended to read as follows:

(d) ~~Open house signs. An open house sign may be posted on property available for inspection. A maximum of two (2) off-site open house signs may be placed on privately owned property to direct attention to the property available for inspection. Open house signs shall not exceed a maximum of four (4) square feet in area and shall indicate the responsible agency or owner of the sign. Open house signs may be posted only on weekends and holidays, between the hours of 10:00 a.m. and 6:00 p.m. Open house signs may beposted at the aforementioned times and dates only when the premises are actually available for inspection.~~

(d) Residential transitory signs. Residential transitory signs are specific types of temporary signs which may be displayed for one (1) day only. These signs are intended to facilitate garage sales, open houses, moving sales, yard sales, neighborhood meetings, HOA meetings, and the like. These types of signs shall be regulated by this section.

1. In addition to one (1) sign at the residence where the activity is occurring, no more than two (2) directional signs may be permitted within the swale area of any two (2) lane street bounded on both sides by residential properties.
2. Directional signs will not be permitted in the median or on any sidewalk, and must be set back at least five (5) feet from edge of pavement.
3. These signs may not exceed a height and area of four (4) feet.

4. The signs must be erected and taken down on the same calendar day, if not, the signs may be removed by the Town.
5. These signs may only be posted on a Saturday or Sunday or legal holiday, and shall on each day be limited to a display period no earlier than 5:00 a.m. and no later than 5:00 p.m.
6. These signs may only be staked to or pressed into the ground.
7. Residential transitory signs shall not exceed a maximum of four (4) feet in area and shall indicate the responsible agency or owner of the property.
8. Where the public interest in the road right-of-way is limited to an easement, the consent of the owner of the property is required.
9. Any transitory sign deemed a safety hazard may be removed without notice by any public personnel.
10. The name and telephone number of the party responsible for removal of the sign must be clearly displayed on the sign enabling the Town to contact the responsible party if necessary.

*****

SECTION 2. All Ordinances or parts of Ordinances in conflict herewith are to the extent of such conflict hereby repealed.

SECTION 3. 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 4. 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/COUNCILMEMBER

ATTEST:

_____
TOWN CLERK

APPROVED THIS _____ DAY OF _____ , 2007

6.3
PUBLIC HEARING
June 20, 2007

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: Tatiana Escobar, Staff Intern

SUBJECT: ZB(TXT) 4-3-07 / Chapter 12 , Article XIII, Division 5 of the Code of Ordinances

AFFECTED DISTRICT: District 3

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: AN ORDINANCE OF THE TOWN OF DAVIE, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE, CHAPTER 12, ARTICLE XIII, SPECIAL PLANNING AREAS AND DISTRICTS, ADDING DIVISION 5, UNITED RANCHES; ACKNOWLEDGING THE ANNEXATION AGREEMENT SPECIFYING THAT BROWARD COUNTY ZONING CLASSIFICATIONS, RULES AND REGULATIONS ARE TO REMAIN IN EFFECT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

REPORT IN BRIEF: The United Ranches area was officially annexed into the Town of Davie on September 15, 2006. The Annexation Agreement required the Town to retain the Broward County Code of Ordinances relating to zoning for the area. Additional requirements such as the creation of a Preservation Board were also stated in the Agreement. The intent of this code amendment is to adopt, via reference, the Broward County Zoning Code and also acknowledge the other requirements specific to United Ranches into the Land Development Code.

PREVIOUS ACTIONS: n/a

CONCURRENCES: At the May 9, 2007 Local Planning Agency Meeting, Mr. Stevens made a motion, seconded by Vice-Chair McLaughlin, to approve. Motion carried 5-0

FISCAL IMPACT: not applicable

Has request been budgeted? n/a

RECOMMENDATION(S): Staff recommends approval of the Ordinance

Attachment(s): Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF DAVIE, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE, CHAPTER 12, ARTICLE XIII, SPECIAL PLANNING AREAS AND DISTRICTS, ADDING DIVISION 5, UNITED RANCHES; ACKNOWLEDGING THE ANNEXATION AGREEMENT SPECIFYING THAT BROWARD COUNTY ZONING CLASSIFICATIONS, RULES AND REGULATIONS ARE TO REMAIN IN EFFECT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Davie desires to be in compliance with HB 1477, which provides in part for the annexation of the area known as "United Ranches", and which was approved by the Governor on June 3, 2005; and

WHEREAS, The Town Council of the Town of Davie desires to be in compliance with the Interlocal Agreement between Broward County and the Town of Davie for the annexation of United Ranches approved by Town Council by Resolution 2006-244: and

WHEREAS, the Interlocal Agreement requires that United Ranches is governed by the Broward County Zoning Code and the Town of Davie is required to modify its zoning to be consistent with Broward County; and

WHEREAS, the effective date for the annexation is September 15, 2006. Therefore, the Broward County Zoning Code effective on September 14, 2006 shall be applicable to United Ranches enabling the area to be maintained as it exists prior to the annexation; and

WHEREAS, the Town of Davie, was the chosen municipality by the voters in the United Ranches area.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Broward County zoning classifications, rules, and regulations that are applicable to United Ranches on September 14, 2006, are adopted by the Town of Davie, to enable the United Ranches area to be maintained as it existed prior to annexation.

SECTION 2. Article XIII, Special Planning Areas and Districts, of the Land Development Code of the Town of Davie, Florida (the "Town"), is hereby amended to read as follows:

DIVISION 5. United Ranches Special Zoning District

12-430. Created. The Town Council annexed the area known as "United Ranches" effective September 15, 2006 into the Town of Davie. In accordance with the Interlocal Agreement, United Ranches shall be considered a preservation area and all Broward

County zoning classifications, rules, and regulations applicable to this area on the effective date of this agreement shall be adopted."

12-431. Boundaries.

General Description. North side of **Stirling Road**
South side of **Griffin Road**
East side of **Flamingo Rd**
West side of **Nob Hill Road**

Legal Description. As described in Resolution 2006-244 of the Town of Davie, Florida, approving an Interlocal Agreement between Broward County and the Town of Davie for the annexation of the United Ranches area.

12-432. General Provisions.

(A) *Intent*: The intent of the annexation and this section shall be to establish that the Broward County zoning classifications, rules and regulations, adopted by the Broward County Commission, as of September 14, 2006 be applicable to the United Ranches area enabling the area to be maintained as it exists prior to annexation.

(B) *Notification*: All applications for zoning changes within the United Ranches area require written notification to all United Ranches area residents.

(C) *Necessary majority*: Any and all proposed municipal enactments that may effect a change in the United Ranches area, including but not limited to all quasi-judicial items, including zoning modifications, site plans, plats, and variances, must be approved by a supermajority of the Town's governing body.

(D) *Preservation Board*: Applications for a change of zoning within the United Ranches area must first be presented to a Preservation Board consisting of five (5) members residing in United Ranches. The members of the Preservation Board shall be appointed for a two (2) year term by the Town's governing body, and shall be responsible for issuing recommendations on zoning changes within the United Ranches area.

*****

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/COUNCILMEMBER

ATTEST:

_____
TOWN CLERK

APPROVED THIS _____ DAY OF _____ , 2007

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: 2

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR AND APPROPRIATE TOWN OFFICIALS TO EXECUTE THE PURCHASE AND SALE AGREEMENT WITH HARRY WAYNE BATTEN FOR THE PROPERTY KNOWN AS BATTEN'S FARM; AND PROVIDING FOR AN EFFECTIVE DATE.

REPORT IN BRIEF: On January 3, 2007 the Town Council approved the initiation of due diligence procedures on the Batten's Farm property (R2007-10). This 10 acre site is located at 5151 Davie Road. This resolution is the proposed purchase and sale agreement for the property.

The proposed purchase price is $4 million. The proposed purchase price is above the average appraised value. According to the Open Space Bond criteria, any property purchase over the average of two appraisals requires the supermajority approval of the Town Council. The total estimated acquisition cost is $4,040,377. The Town has completed its appraisals and the Phase I Environmental Site Assessment (ESA), survey, and title search are currently being conducted. Additional due diligence may include a Phase II ESA depending on the Phase I ESA results The Town has 60 days from the effective date of the purchase and sale agreement to complete its due diligence.

The Broward County Land Preservation Bond Program has allocated $2,000,000 towards the property purchase through its open space category. This amount is the maximum award for the open space category.

All acquisition costs would be charged to the Open Space Bond account. The Town should receive approximately $2,000,000 in reimbursement funding from the Broward Coutny Land Preservation Bond Program within four months of the property closing.

PREVIOUS ACTIONS: On January 3, 2007 the Town Council approved the initiation of due diligence procedures for the property (R2007-10).

CONCURRENCES: The Town's Open Space Advisory Committee (OSAC) reviewed and scored the site against the Open Space Bond criteria approved by the Town Council through R2006-110. The site scored 23 points out of a possible 39 points. OSAC recommended the initiation of due diligence activities for this property.

FISCAL IMPACT: Yes

Has request been budgeted? No

If yes, expected cost: $

Account Name:

If no, amount needed: $4,040,377.00

What account will funds be appropriated from: 030-3006-572.65-02 District 2 Open Space Bond Account

Additional Comments:

RECOMMENDATION(S): Motion to approve

Attachment(s): Resolution, Exhibit A: Purchase and Sale Agreement; Exhibit B: Property Survey; Exhibit C: Estimated Revenues and Expenses

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR AND APPROPRIATE TOWN OFFICIALS TO EXECUTE THE PURCHASE AND SALE AGREEMENT WITH HARRY WAYNE BATTEN FOR THE PROPERTY KNOWN AS BATTEN'S FARM; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in September 2005, the voters of the Town of Davie approved the issuance of general obligation "Open Space" bonds in order to protect the quality of water bodies, to preserve and improve wildlife habitat and parks, to complete the recreational trail system, and to protect natural lands from development; and

WHEREAS, the Town Council of the Town of Davie wishes to preserve the 10 acre site known as Batten's Farm for open space and intends to utilize funding from the Open Space Bond toward the property's acquisition; and

WHEREAS, the Town Council approved the initiation of due diligence procedures through R2007-10; and

WHEREAS, the Town of Davie has been approved for $2,000,000 in reimbursement funding towards the site's acquisition; and

WHEREAS, Harry Wayne Batten is a willing seller of the property.

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 approves the Purchase and Sale Agreement (Exhibit A) for Batten's Farm and authorizes its execution by the Mayor and appropriate Town officials.

SECTION 2. The Town Council expresses its intent to utilize proceeds from the District 2 Open Space Bond Account (#030-3006-572.65-02) for the acquisition of the property.

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 A: Purchase and Sale Agreement

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT FOR PURCHASE AND SALE (hereinafter referred to as the "Agreement") is made and entered into this ____ day of June, 2007 by and between the **Town of Davie,** a Florida municipal corporation (hereinafter referred to as the "PURCHASER"), and **Harry Wayne Batten, a married man** (hereinafter referred to as the "SELLER").

WITNESSETH

In consideration of the mutual agreements and upon and subject to the terms and conditions herein contained, the parties hereto agree as follows:

1. DEFINITIONS.

The following terms when used in this Agreement shall have the following meanings:

1.1 Property. That certain parcel consisting of approximately 10 acres of real property and improvements located at 5151 Davie Road, Davie, Florida 33314, County of Broward, State of Florida (the "Property"), more particularly described in **Exhibit "A" Legal Description**, attached hereto.

1.2 Closing Date. The Closing Date shall occur thirty (30) days subsequent to the expiration of the sixty (60) day Inspection Period as set forth in Section 3 herein, unless the PURCHASER elects to waive all or a portion of the Inspection Period.

1.3 Deed. A General Warranty Deed, in its statutory form, which shall convey the Property from SELLER to PURCHASER.

1.4 Earnest Money. The sum of Two Hundred Thousand and 00/100 ($200,000.00) Dollars has been delivered from PURCHASER to Escrow Agent pursuant to Section 2.1 set forth herein.

1.5 Effective Date. The Effective Date of this Agreement shall be the date upon its execution by all parties to this Agreement: SELLER, PURCHASER and the ESCROW AGENT.

1.6 Escrow Agent. The Escrow Agent shall be the law firm of Goren Cherof Doody & Ezrol, P.A. with offices at 3099 East Commercial Boulevard, Fort Lauderdale, Florida 33308.

1.7 SELLER'S Address. SELLER's mailing address is 5151 Davie Road, Davie, Florida 33314, with a copy to Kelley, Herman and Smith, Attn.: Patrick Kelley, at 1401 East Broward Boulevard, Suite 206, Fort Lauderdale, Florida 33301.

1.8 PURCHASER'S Address. PURCHASER's mailing address is 6591 Orange Drive, Davie, Florida 33314, with copy to Goren, Cherof, Doody & Ezrol, P.A., Attn: Donald J. Doody, Esq., at 3099 East Commercial Boulevard, Suite 200, Florida 33308.

1.9 Other Definitions. The terms defined in any part of this Agreement shall have the defined meaning wherever capitalized herein. Wherever appropriate in this Agreement, the singular shall be deemed to refer to the plural and the plural to the singular, and pronouns of each gender shall be deemed to comprehend either or both of the other genders. As used in this Agreement, the terms "herein", "hereof" and the like refer to this Agreement in its entirety and not to any specific section or subsection.

2. PURCHASE PRICE.

Subject to the provisions of this Agreement, the SELLER hereby agrees to sell to PURCHASER, and PURCHASER hereby agrees to purchase from SELLER, the Property for the Purchase Price of **FOUR MILLION AND 00/100 ($4,000,000.00) DOLLARS** and upon and subject to the terms and conditions hereinafter set forth.

2.1 Earnest Money. Concurrently with the execution of this Agreement, PURCHASER shall deposit and cause to be placed in an interest bearing escrow account maintained by Goren, Cherof, Doody & Ezrol, P.A. ("Escrow Agent") the amount of Two Hundred Thousand and 00/100 ($200,000.00) Dollars ("Earnest Money").

PURCHASER's obligation to close the transaction in accordance with provisions of this Agreement is contingent upon the SELLER'S ability to deliver good and marketable title for the Property in accordance herewith. Should the SELLER default hereunder, the PURCHASER shall be entitled to an immediate refund of the entire sum of the Earnest Money held by the Escrow Agent. At Closing, a copy of the closing statement signed by both parties hereto shall be conclusive evidence of the SELLER'S right to receive the Earnest Money deposit.

2.2 Balance of Purchase Price. PURCHASER shall pay the balance of the Purchase Price to SELLER at Closing pursuant to the terms of this Agreement by wire transfer of readily negotiable funds to an account identified in writing by SELLER.

2.3 The Purchase includes:

(a) All buildings and improvements located on the Property;

(b) All right-of-ways, alleys, waters, privileges, easements and appurtenances which are on or benefit all the Property;

(c) All right, title and interest, if any, of SELLER in any Property lying

in the bed of any public or private street or highway, opened or proposed, in front, behind, or to either side of any of the adjoining Property to the center line thereof;

(d) To the extent transferable, all licenses, permits, approvals, permits and other governmental authorization relating to the operation use or occupancy of the Property to the extent the same are transferable and in effect as of the Closing Date (the "Government Approvals"), and contracts and leases, if applicable, with respect to the Property (the "Contracts");

(e) All present and future development rights relating to the Property.

2.3.1 The sale shall further include "Property Rights" consisting of any and all other Property rights in the Property including but not limited to any agreements for all awards, or payments made to SELLER for any easements, licenses, covenants or use rights affecting the Property, including to the extent owned by SELLER exclusive and non-exclusive rights, uses, ingress, egress, easements, concurrency trips, equivalent connections for sewer and water, zoning rights, building rights, development rights, vested rights, plats, surveys, environmental reports, engineering reports, studies, blueprints, approvals, and any and all other development rights which are appurtenant to and which may be granted in connection with the Property during this Agreement and/or are contained alone for the benefit of the Property.

3. **INSPECTIONS.**

PURCHASER shall have sixty (60) days commencing on the Effective Date to perform inspections of the Property, as the PURCHASER deems necessary ("Inspection Period"). During the Inspection Period, PURCHASER shall, at its sole cost and expense, determine that utility services including, water, waste water, electric, telephone and all other utilities are available in the proper size and capacity to serve the existing facilities and installed to the Property lines. At all times during the Inspection Period, PURCHASER and its agents shall be provided with reasonable access during normal business hours to the Property for purposes of on-site inspection, upon reasonable prior Notice to SELLER. The scope of the inspections contemplated herein shall be determined by the PURCHASER as deemed appropriate under the circumstances.

SELLER shall provide PURCHASER with copies of any and all documents pertaining to the Property such as Appraisals,, Environmental Reports (Environmental Phase I and II if any), Surveys, copies of Contracts and Leases and all other studies relating to the Property (collectively, the "Due

Diligence Documents") in SELLER's possession. SELLER shall consent to an assignment, if necessary, of such items to PURCHASER.

PURCHASER shall obtain at its sole cost and expense a Phase I Environmental Audit. In the event a Phase II Environmental Audit is required due to unsatisfactory Phase I, SELLER agrees and acknowledges that PURCHASER shall be granted an additional sixty (60) days inspection period.

In the event that any inspections and any review of documents conducted by the PURCHASER relative to the Property during this Inspection Period prove unsatisfactory in any fashion, the PURCHASER, at its sole discretion, shall be entitled to terminate this Agreement by providing written notice prior to the expiration of the Inspection Period by mail or facsimile to SELLER and receive an immediate refund of all Earnest Money deposit paid hereto; or proceed to Closing as set forth herein.

4. SELLER'S REPRESENTATIONS.

To induce PURCHASER to enter into this Agreement, SELLER makes the following representations. In the event facts or circumstances change, PURCHASER shall be provided immediate notice in writing as to the change to the following representations:

4.1 At all times from the Effective Date until prior to Closing, SELLER shall keep the Property (whether before or after the date of Closing) free and clear of any mechanic's or materialmen's liens for work or materials furnished to or contracted for, by or on behalf of SELLER prior to the Closing, and SELLER shall indemnify, defend and hold PURCHASER harmless from and against all expense and liability in connection therewith (including, without limitation, court costs and reasonable attorney's fees).

4.2 SELLER has no actual knowledge nor has SELLER received any notice of any litigation, claim, action or proceeding, actual or threatened, against SELLER or the Property by any organization, person, individual or governmental agency which would affect (as to any threatened litigation, claim, action or proceeding, in a materially adverse fashion) the use, occupancy or value of the Property or any part thereof or which would otherwise relate to the intended use of the Property by PURCHASER.

4.3 SELLER has full power and authority to enter into this Agreement and to assume and perform obligations hereunder in this Agreement. SELLER'S actions hereunder do not and will not conflict with or result in the breach of any condition or provision, or constitute a default under, or result in the creation or imposition of any lien, charge, or encumbrance upon any of the Property or assets of the SELLER by reason of the terms of any contract, mortgage, lien, lease,

agreement, indenture, instrument or judgment to which the SELLER is a party of which is or purports to be binding upon the SELLER or which affects the SELLER; no action by any federal, state or municipal or other governmental department, commission, board, bureau or instrumentality is necessary to make this Agreement a valid instrument binding upon the SELLER in accordance with its terms.

4.4 SELLER represents that SELLER will not, between the date of this Agreement and the Closing, without PURCHASER'S prior written consent, which consent shall not be unreasonably withheld or delayed, except in the ordinary course of business, create any encumbrances on the Property. For purposes of this provision the term "encumbrances" shall mean any liens, claims, options, or other encumbrances, encroachments, rights-of-way, leases, easements, covenants, conditions or restrictions. Additionally, SELLER represents that SELLER will not, between the date of this Agreement, and the Closing take any action to terminate or materially, amend or alter any existing leases presently in existence, without the prior consent of PURCHASER, which consent shall not be unreasonably withheld or delayed. SELLER will retain the right to terminate if a tenant defaults under the existing lease.

4.5 SELLER represents that there are no parties other than SELLER in possession of the Property or any portion of the Property.

4.6 SELLER shall not list or offer the Property for sale or solicit or negotiate offers to purchase the Property while this Agreement is in effect. SELLER shall use its best efforts to maintain the Property in its present condition so as to ensure that it shall remain substantially in the same condition from the conclusion of the Inspection Period to the Closing Date.

4.7 SELLER represents to the best of SELLER's knowledge that the Property is not subject to any deed restriction(s) or Declaration of Restrictions running with the Property which would adversely affect the use or future development of the Property.

4.8 SELLER represents that it is not a party to any unrecorded contracts, restrictions, easements, leases, options or rights of first refusal or contracts with respect to the Property (except for service contracts which may be cancelled upon not greater than thirty (30) days notice), nor shall SELLER enter into any of the foregoing from and after the date of execution of this Contract without the written consent of PURCHASER.

4.9 To the best of SELLER's knowledge, SELLER has not received any written notice claiming that the Property or any method of operation of the Property is in violation ("Violation") of any applicable law, ordinance, code, rule, order, regulation or requirement of any governmental authority, the requirements of any local board of fire underwriters or other body

exercising similar functions ("Laws").

4.10 To the best of Seller's knowledge, all of the representations, warranties and covenants of SELLER contained in this Agreement or in any other document, delivered to PURCHASER in connection with the transaction contemplated herein shall be true and correct in all material respects and not in default at the time of Closing, just as though they were made at such time. Further, the truth and accuracy of SELLER'S representations set forth in this Section shall be a condition precedent to the closing of this transaction. In the event that PURCHASER receives written notice from SELLER as to the change to the foregoing representations as set forth herein, PURCHASER shall have the right to terminate this Agreement by providing written notice by mail or facsimile to SELLER and/or SELLER'S counsel (such termination notice to be given within ten (10) business days of the date of receipt of SELLER's notice, failing which PURCHASER waives the right to terminate) and receive an immediate refund of all deposits plus interest paid hereto or proceed to Closing as set forth herein.

SELLER shall indemnify, hold harmless and defend PURCHASER, officers, employees, and agents against all claims, demands, losses, liabilities, costs, and expenses, including attorney's fees, imposed upon or accruing against PURCHASER as a result of the breach of any representations contained in this Section 4.

5. EVIDENCE OF TITLE.

5.1 Title to the Property. SELLER shall convey to PURCHASER at Closing, by delivery of a General Warranty Deed, title to the subject Property subject to the exceptions identified in the Schedule B-II of the Title Commitment. PURCHASER will order a title insurance commitment issued by a title insurance underwriter approved and selected by PURCHASER for the Property insuring PURCHASER'S title to the Property subject only to those exceptions set forth in the commitment. The costs and expenses relative to the issuance of a title commitment and an owner's title policy shall be borne by the PURCHASER.

PURCHASER shall obtain a title commitment from a title insurance company within twenty (20) days from the Effective Date. If PURCHASER objects to any exception to title as shown in the title commitment, PURCHASER no later than fifteen (15) days prior to the expiration of the Inspection Period shall notify SELLER in writing specifying the specific exception(s) to which it objects. Any objection(s) of which PURCHASER has so notified SELLER, and which SELLER chooses to cure, shall be cured by SELLER so as to enable the removal of said objection(s) from the title commitment within ten (10) days after PURCHASER has provided notice to SELLER. Within

two (2) days after the expiration of SELLER'S time to cure any objection, SELLER shall send to PURCHASER a notice in writing ("cure notice") stating either (1) that the objection has been cured and in such case enclosing evidence of such cure, or (ii) that SELLER is either unable to cure or has chosen not to cure such objection. If SELLER shall be unable or unwilling to cure all objections within the time period set forth in the preceding sentence, then PURCHASER may (a) terminate this Agreement by written notice to the SELLER within five (5) days after receipt of a cure notice specifying an uncured objection, in which event all instruments and monies held by the Escrow Agent shall be immediately returned to PURCHASER; or (b) subject to the provisions set forth below, proceed to close the transaction contemplated herein despite the uncured objection(s) which shall be deemed to be waived by PURCHASER.

5.2. Survey and Legal Description. PURCHASER shall, within ten (10) days of the Effective Date, order: (i) a survey to be prepared by a registered land surveyor licensed in the State of Florida showing the proposed boundaries of the Property, and the location of any easements thereon and certifying the number of acres (to the nearest one thousandth acre) contained in the Property, all buildings, improvements and encroachments; and (ii) a correct legal description of the Property which, upon approval thereof by PURCHASER and SELLER (not to be unreasonably withheld), shall be the legal description used in the deed of conveyance. The survey and legal description shall be prepared and certified by a surveyor licensed and registered in the State of Florida and shall comply with the requirements of the survey map established in connection with the issuance of an owner's title insurance policy on the Property. The survey shall be certified to PURCHASER and the title insurance company issuing the title insurance.

6. PURCHASER'S REPRESENTATIONS.

PURCHASER hereby represents and warrants to the best of its knowledge that all of the following are true and correct:

(a) PURCHASER has full power and authority to enter into this Agreement and to assume and perform all of its obligations hereunder.

(b) The execution and delivery of this Agreement and the performance by PURCHASER of the obligations hereunder have been duly authorized by the pertinent governmental authorities in compliance with Chapter 166 of the Florida Statutes, the Town of Davie Charter and Code of Ordinances, as may be required, and no further action or approval is required in order to constitute this Agreement as a binding obligation of the PURCHASER.

(c) No action by any federal, state, municipal or other governmental department, commission, board, bureau or instrumentality is necessary to make this Agreement a valid instrument binding upon PURCHASER in accordance with its terms and conditions.

All of the representations, warranties and covenants of PURCHASER contained in this Agreement or in any other document, delivered to SELLER in connection with the transaction contemplated herein shall be true and correct in all material respects and not in default at the time of Closing, just as though they were made at such time.

7. **CONDITIONS PRECEDENT TO CLOSING.**

Each of the following events or occurrences ("Conditions Precedent") shall be a condition precedent to PURCHASER'S obligation to close this transaction:

(a) That the PURCHASER has not timely notified SELLER that it is not satisfied with the Inspection Period investigation conducted on the Property during the Inspection Period and that the inspection does not identify the existence of asbestos in any existing structures located on the Property.

(b) SELLER has performed all covenants, agreements and obligations, and complied with all conditions required by this Agreement to convey good and marketable title to the Property to PURCHASER, prior to closing.

(c) Approval of this Agreement by the Town Commission of the Town of Davie on or before June 21, 2007.

(d) The Property shall be vacated prior to closing. All personal items and equipment of SELLER shall be removed from the Property prior to closing at SELLER's expense.

8. **RISK OF LOSS.**

Risk of loss or damage from fire, other casualty, or both, is assumed by SELLER until the General Warranty Deed described herein is delivered by SELLER to PURCHASER. In the event any portion of the Property is destroyed, rendered unleaseable or dysfunctional by fire or other casualty then the following shall apply relating to the improvements:

(a) If the damage, as determined by the insurance adjuster, is not more than Fifty Thousand and 00/100 Dollars ($50,000.00), then (i) PURCHASER shall complete settlement and all insurance proceeds relating to the improvements damaged by such casualty loss shall be paid to the PURCHASER, and (ii) SELLER shall assign to PURCHASER on the date of Closing the full amount of any proceeds payable under SELLER'S fire and extended coverage insurance policy applicable to said damage;

(b) If the damage, as determined by the insurance adjuster, is more than Fifty Thousand and 0/100 ($50,000.00) Dollars, PURCHASER shall have the option to (i) complete the settlement hereunder and collect all available insurance proceeds relating to the improvements damaged by such casualty loss, in which case SELLER shall pay to PURCHASER on the date of Closing the full amount of any deductible under SELLER'S fire and extended coverage insurance policy, or (ii) terminate this Agreement and receive a refund of entire deposit and interest. SELLER warrants that it shall maintain until the date of the Closing adequate "All Risk" Property insurance; and:

(c) In the event the Property, or any portion thereof, is condemned by any governmental authority under its power of eminent domain or becomes the subject of a notice of condemnation, prior to Closing Date, PURCHASER may elect to terminate this Agreement, in which event the entire deposit and interest shall be returned to PURCHASER and neither party shall have any further claim against the other, or PURCHASER may elect to complete settlement hereunder, in which event SELLER shall assign to PURCHASER all of SELLER'S right, title and interest in and to any condemnation awards, whether pending or already paid applicable to the loss of the real Property and the improvements located thereon, and there shall be no adjustment to the Purchase Price.

9. **CLOSING DOCUMENTS.**

At closing, SELLER shall deliver to PURCHASER the following documentation:

(i) General Warranty Deed;

(ii) Bill of Sale;

(iii) No Lien/Gap Affidavit;

(iv) Non-Foreign Certification in accordance with Section 1445 of the Internal

Revenue Code;

(v) 1099 Form;

(vi) Assignment and Assumption of Leases; and

(vii) Any other documents as listed as title requirements in Schedule B-I of the Title Commitment to assure the conveyance of good and marketable fee simple title of the Property to the PURCHASER.

10. CLOSING COSTS, TAXES AND PRORATIONS.

10.1 Ad Valorem Taxes. PURCHASER and SELLER shall comply with Section 196.295, Florida Statutes, with respect to the payment of prorated ad valorem taxes for the year of closing into escrow with the Broward County Revenue Collector. In the event that, following the Closing, the actual amount of assessed real Property tax on the Property for the current year is higher than any estimate of such tax used for purposes of the Closing, the parties shall re-prorate any amounts paid or credited based on such estimate as if paid in November. This shall survive the Closing.

10.2 SELLER's Closing Costs. SELLER shall pay for the following items prior to or at the time of Closing:

a) Cost of providing marketable title as provided herein, and

b) Documentary Stamps on the deed as provided under Chapter 201, Florida Statutes.

10.3 PURCHASER's Closing Costs. PURCHASER shall pay for the following items prior to or at the time of Closing:

a) Costs associated to appraisals, survey, environmental reports (phase I and phase II);

b) Recording fees of the Warranty Deed and any other instrument as required to be recorded in the Public Records;

c) Owner's title insurance policy.

11. CLOSING DATE AND PLACE.

The Closing will take place thirty (30) days subsequent to the expiration of the Inspection Period at a location determined by the PURCHASER. The SELLER shall have the option to accelerate the closing by providing written notice to PURCHASER that the property is vacant. PURCHASER shall close within seven (7) business days after receiving the notice from SELLER.

12. DEFAULT.

In the event of a default by SELLER, PURCHASER shall have the election of the following remedies: the return of the earnest money, as liquidated damages or the initiation of equitable relief to enforce the terms and conditions of this Agreement either through a decree for specific performance or injunctive relief.

If the PURCHASER shall fail or refuse to consummate the transaction in accordance with the terms and provisions of this Agreement, all monies on deposit and interest earned on the deposit shall be immediately forfeited to SELLER as agreed upon liquidated damages and PURCHASER shall have no other responsibility or liability of any kind to SELLER by virtue of such default. SELLER'S sole and entire remedy shall be restricted to retention of the deposit plus all accrued interest.

13. BROKER:

The parties each represent to the other that they have not dealt with any real estate broker, real estate salesman or finder in conjunction with this transaction. The SELLER agrees to indemnify and hold PURCHASER harmless from any and claims, actions, suits and damages that may arise from any claim made by any real estate broker, agent, or firm, as a result of the sale of the Property to PURCHASER. This obligation of SELLER to indemnify and hold PURCHASER harmless as referenced in Paragraph 13 shall survive the Closing.

14. ENFORCEABILITY.

If any provision in this Agreement shall be held to be excessively broad, it shall be construed, by limiting and reducing it, to be enforceable to the extent compatible with applicable law. If any provision in this Agreement shall, notwithstanding the preceding sentence, be held illegal or unenforceable, such illegality or unenforceability shall not affect any other provision of this Agreement.

15. NOTICE.

All written notices shall be deemed effective if sent to the following places by hand delivery, recognized overnight courier or certified mail:

PURCHASER:	Town of Davie 6591 Orange Drive Davie, Florida 33314 Attn: Gary Shimun, Town Administrator
With Copy to:	Donald J. Doody, Esquire

GOREN, CHEROF, DOODY & EZROL, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Tel: (954) 771-4500
Fax: (954) 771-4923
Email: ddoody@cityatty.com

SELLER: Harry Wayne Batten
5151 Davie Road
Davie, Florida

With Copy to: Patrick Kelley, Esquire
Kelley, Herman and Smith
1401 East Broward Boulevard, Suite 206
Fort Lauderdale, Florida 33301
Tel: (954) 462-7806
Fax: (954) 522-0396

ESCROW AGENT: GOREN, CHEROF, DOODY & EZROL, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Tel: (954) 771-4500
Fax: (954) 771-4923

16. GOVERNING LAW.

This Agreement shall be governed by the laws of the State of Florida. Venue shall be in the Federal or State Courts in Broward County, Florida.

17. ENTIRE AGREEMENT.

All prior understandings and agreements between SELLER and PURCHASER are merged in this Agreement. This Agreement completely expresses their full agreement.

18. AMENDMENT.

No modification or amendment of this Agreement shall be of any force or effect unless in writing and executed by both SELLER and PURCHASER.

19. SUCCESSORS.

This Agreement shall apply to and bind successors and assigns of SELLER and PURCHASER.

20. COUNTERPARTS:

This Agreement may be executed in two or more counterparts, each of which shall be taken to be an original and all collectively deemed one instrument. The parties hereto agree that a facsimile copy hereof and any signatures hereon shall be considered for all purposes as originals.

21. LITIGATION COSTS:

In connection with any litigation arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all costs and expenses incurred, including its reasonable attorney's fees at all trial and appellate levels and post judgment proceedings.

22. TIME:

Time is of the essence in each and every provision of this Agreement. All calculations of days shall be calendar days except where business days are specified. A business day is any day except a Saturday, Sunday or day that national banks are closed for business.

23. TAX DEFERRED 1031 EXCHANGE:

PURCHASER acknowledges that SELLER is contemplating the option of performing a tax-deferred exchange transaction pursuant to Section 1031 of the Internal Revenue Code and Section 1.1031 of the Treasury Regulations. PUCHASER agrees to cooperate with SELLER, at no additional cost or liability to PURCHASER, by executing the documents necessary to complete Seller's 1031 exchange transaction.

24. **TIME FOR ACCEPTANCE:**

PURCHASER shall have until June 21, 2007 at 5:00 p.m. to approve and execute this Agreement. The failure of the PURCHASER to approve and execute this Agreement by June 21, 2007 shall render this Agreement null and voice.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates indicated above:

PURCHASER:
Town of Davie, a Florida municipal corporation

_____
By: _____
Title: _____

Signed on: _____

ATTESTED BY:

_____
Town Clerk

SELLER:

_____
Witness

_____
Witness

_____
Harry Wayne Batten

Signed on: 6/11/07

ESCROW AGENT
Accepted and Agreed to:
GOREN, CHEROF, DOODY & EZROL, P.A.

_____
By: _____

Signed on: _____

14

EXHIBIT "A"
LEGAL DESCRIPTION

Tract 6 of the Everglade Land Sales Company subdivision as recorded in Plat Book 2, Page 34, according to the Plat thereof, as recorded in Plat Book 2, Page 17 of the Public Records of Miami-Dade County, Florida.

(Subject to verification by Survey)

H:\2007\070299\07-05-18 Agreement for Purchase and Sale Final.DOC

Exhibit B: Property Survey

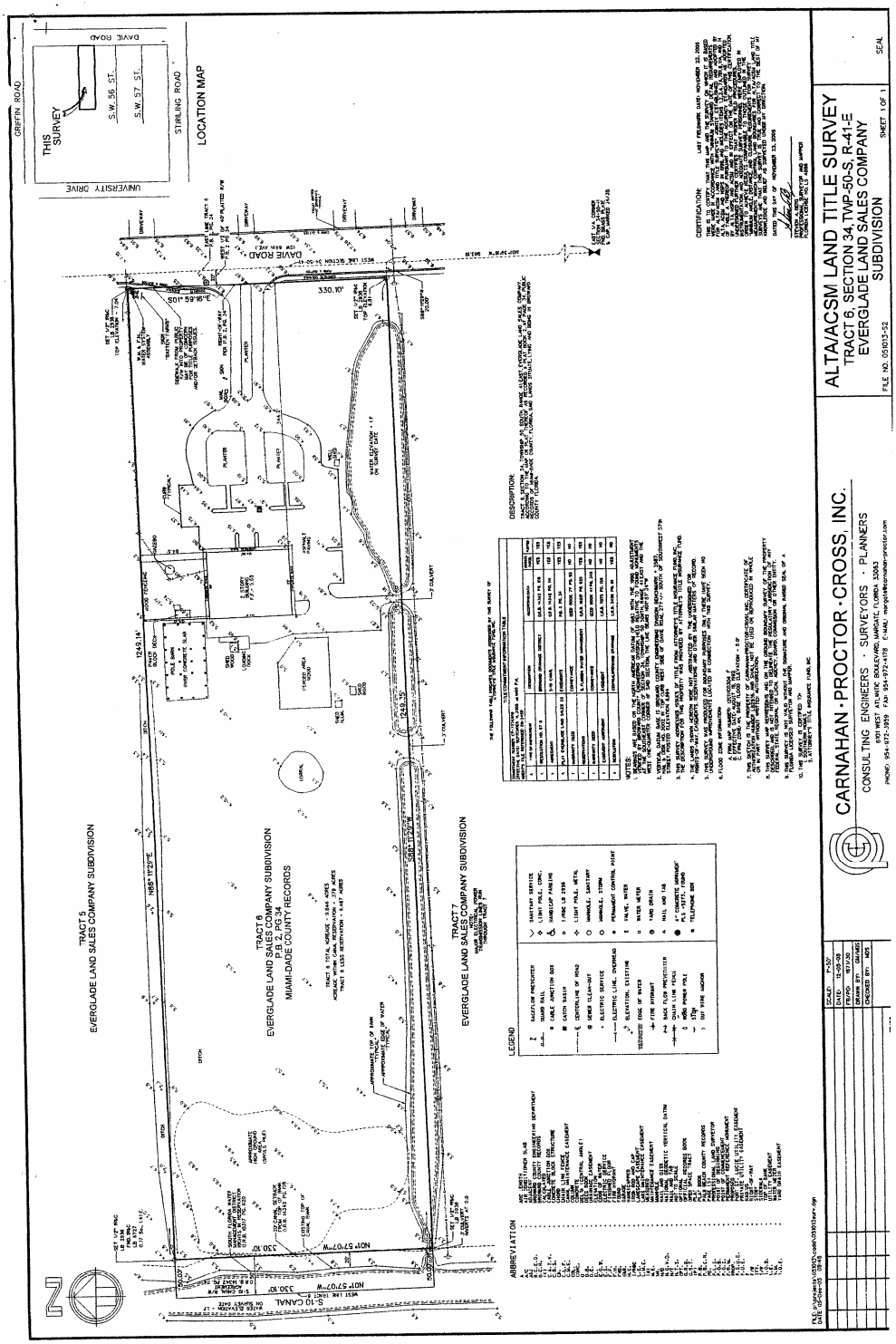

Exhibit ‘ **A** ‘

Exhibit C: Estimated Revenues and Expenditures

	TOTAL	BROWARD SHARE	TOWN SHARE
PURCHASE PRICE	$ 4,000,000	$ 2,000,000	$ 2,000,000
APPRAISALS	$ 7,300	$ -	$ 7,300
SURVEY (EST)	$ 3,500	$ -	$ 3,500
ESA PHASE I	$ 1,550	$ -	$ 1,550
ESA PHASE 2 (EST)	$ 8,000	$ -	$ 8,000
TITLE SEARCH/INSURANCE (EST)	$ 15,000	$ -	$ 15,000
ATTORNEY FEES (EST)	$ 5,000	$ -	$ 5,000
RECORDING FEES	$ 27	$ -	$ 27
TOTAL ESTIMATED COST	$ 4,040,377	$ 2,000,000	$ 2,040,377

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6.5
PUBLIC HEARING
June 20, 2007

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: 1

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR AND APPROPRIATE TOWN OFFICIALS TO EXECUTE THE PURCHASE AND SALE AGREEMENT WITH PAMELA PELKEY-ROSE AND MARCO ROSE FOR THE PROPERTY KNOWN AS SUNNY LAKE EXPANSION; AND PROVIDING FOR AN EFFECTIVE DATE.

REPORT IN BRIEF: On January 3, 2007 the Town Council approved the initiation of due diligence procedures on the Sunny Lake Expansion (R2007-10). This approximate 2.5 acre site is located east of 4810 SW 54 Terrace or southwest of Sunny Lake Bird Sanctuary. This resolution is the proposed purchase and sale agreement for the property.

The proposed purchase price is $830,000. The proposed purchase price is less than 10% above the average appraised value. According to the Open Space Bond criteria, any property purchase over the average of two appraisals requires the supermajority approval of the Town Council. The total estimated acquisition cost is $851,902. The Town has completed its appraisals and Phase I Environmental Site Assessment (ESA). No Phase II ESA is necessary. The survey and title search are currently being conducted. The Town has 30 days from the effective date of the purchase and sale agreement to complete its due diligence.

The Broward County Land Preservation Bond Program has allocated 50% of the acquisition cost plus certain due diligence costs towards the property purchase through its open space category.

All acquisition costs would be charged to the Open Space Bond account. The Town should receive approximately $428,375 in reimbursement funding from the Broward Coutny Land Preservation Bond Program within four months of the property closing.

PREVIOUS ACTIONS: On January 3, 2007 the Town Council approved the initiation of due diligence procedures for the property (R2007-10).

CONCURRENCES: The Town's Open Space Advisory Committee (OSAC) reviewed and scored the site against the Open Space Bond criteria approved by the Town Council through R2006-110. The site scored 18 points out of a possible 39 points. OSAC recommended the initiation of due diligence activities for this property.

FISCAL IMPACT: Yes

Has request been budgeted? No

If yes, expected cost: $

Account Name:

If no, amount needed: $851,902

What account will funds be appropriated from: 030-3006-572.65-01: District 1 Open Space Bond Account

Additional Comments:

RECOMMENDATION(S): Motion to approve

Attachment(s): Resolution, Exhibit A: Purchase and Sale Agreement; Exhibit B: Site Map; Exhibit C: Estimated Revenues and Expenses

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR AND APPROPRIATE TOWN OFFICIALS TO EXECUTE THE PURCHASE AND SALE AGREEMENT WITH PAMELA PELKEY-ROSE AND MARCO ROSE FOR THE PROPERTY KNOWN AS SUNNY LAKE EXPANSION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in September 2005, the voters of the Town of Davie approved the issuance of general obligation "Open Space" bonds in order to protect the quality of water bodies, to preserve and improve wildlife habitat and parks, to complete the recreational trail system, and to protect natural lands from development; and

WHEREAS, the Town Council of the Town of Davie wishes to preserve the approximately 2.5 acre site known as the Sunny Lake Expansion for open space and intends to utilize funding from the Open Space Bond toward the property's acquisition; and

WHEREAS, the Town Council approved the initiation of due diligence procedures through R2007-10; and

WHEREAS, the Town of Davie has been approved for approximately $428,375 in reimbursement funding towards the site's acquisition; and

WHEREAS, Pamela Pelkey-Rose and Marco Rose are willing sellers.

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 approves the Purchase and Sale Agreement (Exhibit A) for the Sunny Lake Expansion and authorizes its execution by the Mayor and appropriate Town officials.

SECTION 2. The Town Council expresses its intent to utilize proceeds from the District 1 Open Space Bond Account (#030-3006-572.65-01) for the acquisition of the property.

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

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT FOR PURCHASE AND SALE (hereinafter referred to as the "Agreement") is made and entered into this ____ day of May, 2007 by and between the **Town of Davie, a Florida municipal corporation** (hereinafter referred to as the "PURCHASER"), and **Marco Rose, a single man and Pamela Pelkey-Rose, a single woman** (hereinafter collectively referred to as the "SELLER").

WITNESSETH

In consideration of the mutual agreements and upon and subject to the terms and conditions herein contained, the parties hereto agree as follows:

1. DEFINITIONS.

The following terms when used in this Agreement shall have the following meanings:

1.1 Property. That certain parcel consisting of approximately 2.46 acres of real property and improvements located in the town of Davie, Florida 33314, County of Broward, State of Florida (the "Property"), more particularly described in **Exhibit "A" Legal Description**, attached hereto.

1.2 Closing Date. The Closing Date shall occur thirty (30) days subsequent to the expiration of the thirty (30) day Inspection Period as set forth in Section 3 herein, unless the PURCHASER elects to accelerate the closing date, which in that event Purchaser shall provide Seller with written notice seventy-two (72) hours in advance of its intent to close.

1.3 Deed. A General Warranty Deed, in its statutory form, which shall convey the Property from SELLER to PURCHASER.

1.4 Earnest Money. The sum of Forty-one Thousand Five Hundred Dollars and 00/100 ($41,500.00) has been delivered from PURCHASER to Escrow Agent pursuant to Section 2.1 set forth herein.

1.5 Effective Date. The Effective Date of this Agreement shall be the date upon its execution by all parties to this Agreement: SELLER, PURCHASER and the ESCROW AGENT.

1.6 Escrow Agent. The Escrow Agent shall be the law firm of Goren Cherof Doody & Ezrol, P.A. with offices at 3099 East Commercial Boulevard, Fort Lauderdale, Florida 33308.

1.7 SELLER'S Address. SELLER's mailing address is 4810 SW 54 Terrace, Davie, Florida 33314, with a copy to Kalis and Kleiman, P.A., Attn: M. Scott Kleiman at 7320 Griffin Road, Suite 109, Davie, Florida 33314.

1.8 PURCHASER'S Address. PURCHASER's mailing address is 6591 Orange Drive, Davie, Florida 33314, with copy to Goren, Cherof, Doody & Ezrol, P.A., Attn: Donald J. Doody, Esq., at 3099 East Commercial Boulevard, Suite 200, Florida 33308.

1.9 Other Definitions. The terms defined in any part of this Agreement shall have the defined meaning wherever capitalized herein. Wherever appropriate in this Agreement, the singular shall be deemed to refer to the plural and the plural to the singular, and pronouns of each gender shall be deemed to comprehend either or both of the other genders. As used in this Agreement, the terms "herein", "hereof" and the like refer to this Agreement in its entirety and not to any specific section or subsection.

2. PURCHASE PRICE.

Subject to the provisions of this Agreement, the SELLER hereby agrees to sell to PURCHASER, and PURCHASER hereby agrees to purchase from SELLER, the Property for the Purchase Price of EIGHT HUNDRED THIRTY THOUSAND and 00/100 DOLLARS ($830,000.00) and upon and subject to the terms and conditions hereinafter set forth.

2.1 Earnest Money. Concurrently with the execution of this Agreement, PURCHASER shall deposit and cause to be placed in an interest bearing escrow account maintained by Goren, Cherof, Doody & Ezrol, P.A. ("Escrow Agent") the amount of Forty-one Thousand Five Hundred and 00/100 Dollars ($41,500.00) ("Earnest Money").

PURCHASER's obligation to close the transaction in accordance with provisions of this Agreement is contingent upon the SELLER'S ability to deliver good and marketable title for the Property in accordance herewith. Should the SELLER default hereunder, the PURCHASER shall be entitled to an immediate refund of the entire sum of the Earnest Money held by the Escrow Agent. At Closing, a copy of the closing statement signed by both parties hereto shall be conclusive evidence of the SELLER'S right to receive the Earnest Money deposit.

2.2 Balance of Purchase Price. PURCHASER shall pay the balance of the Purchase Price to SELLER at Closing pursuant to the terms of this Agreement by wire transfer of readily negotiable funds to an account identified in writing by SELLER.

2.3 The Purchase includes:

(a) All buildings and improvements located on the Property;

(b) All right-of-ways, alleys, waters, privileges, easements and appurtenances which are on or benefit all the Property;

(c) All right, title and interest, if any, of SELLER in any Property lying in the bed of any public or private street or highway, opened or proposed, in

front, behind, or to either side of any of the adjoining Property to the center line thereof;

(d) To the extent transferable, all licenses, permits, approvals, permits and other governmental authorization relating to the operation use or occupancy of the Property to the extent the same are transferable and in effect as of the Closing Date (the "Government Approvals"), and contracts and leases, if applicable, with respect to the Property (the "Contracts");

(e) All present and future development rights relating to the Property.

2.3.1 The sale shall further include "Property Rights" consisting of any and all other Property rights in the Property including but not limited to any designations, historical or otherwise any and all name(s), trademarks, or any such rights to use any name(s) in connection with the Property and improvements thereon, all which shall be assigned to PURCHASER at Closing together with any agreement for all awards, or payments made to SELLER for any easements, licenses, covenants or use rights affecting the Property, including to the extent owned by SELLER exclusive and non-exclusive rights, uses, ingress, egress, easements, concurrency trips, equivalent connections for sewer and water, zoning right, building rights, development rights, vested rights, plats, surveys, environmental reports, engineering reports, studies, blueprints, approvals, and any all other development rights which are appurtenant to and which may be granted in connection with the Property during this Agreement and/or are contained alone for the benefit of the Property.

3. <u>INSPECTIONS</u>.

PURCHASER shall have thirty (30) days commencing on the Effective Date to perform inspections of the Property, as the PURCHASER deems necessary ("Inspection Period"). During the Inspection Period, PURCHASER shall, at its sole cost and expense, determine that utility services including, water, waste water, electric, telephone and all other utilities are available in the proper size and capacity to serve the existing facilities and installed to the Property lines. At all times during the Inspection Period, PURCHASER and its agents shall be provided with reasonable access during normal business hours to the Property for purposes of on-site inspection, upon reasonable prior Notice to SELLER. The scope of the inspections contemplated herein shall be determined by the PURCHASER as deemed appropriate under the circumstances.

SELLER shall provide PURCHASER with copies of any and all documents pertaining to the Property such as Appraisals,, Environmental Reports (Environmental Phase I and II if any), Surveys, copies of Contracts and Leases and all other studies relating to the Property (collectively, the "Due

Diligence Documents") in SELLER's possession. SELLER shall consent to an assignment, if necessary, of such items to PURCHASER.

PURCHASER shall obtain at its sole cost and expense a Phase I Environmental Audit. In the event a Phase II Environmental Audit is required due to an unsatisfactory Phase I, SELLER agrees and acknowledges that PURCHASER shall be granted an additional thirty (30) days inspection period ("Additional Inspection Period").

In the event that any inspections and any review of documents conducted by the PURCHASER relative to the Property during either the Inspection Period or the Additional Inspection Period prove unsatisfactory in any fashion, the PURCHASER, at its sole discretion, shall be entitled to terminate this Agreement by providing written notice prior to the expiration of the Inspection Period or Additional Inspection Period by mail or facsimile to SELLER and receive an immediate refund of all Earnest Money deposit paid hereto; or proceed to Closing as set forth herein.

4. SELLER'S REPRESENTATIONS.

To induce PURCHASER to enter into this Agreement, SELLER makes the following representations. In the event facts or circumstances change, PURCHASER shall be provided immediate notice in writing as to the change to the following representations:

4.1 At all times from the Effective Date until prior to Closing, SELLER shall keep the Property (whether before or after the date of Closing) free and clear of any mechanic's or materialmen's liens for work or materials furnished to or contracted for, by or on behalf of SELLER prior to the Closing, and SELLER shall indemnify, defend and hold PURCHASER harmless from and against all expense and liability in connection therewith (including, without limitation, court costs and reasonable attorney's fees).

4.2 SELLER has no actual knowledge nor has SELLER received any notice of any litigation, claim, action or proceeding, actual or threatened, against SELLER or the Property by any organization, person, individual or governmental agency which would affect (as to any threatened litigation, claim, action or proceeding, in a materially adverse fashion) the use, occupancy or value of the Property or any part thereof or which would otherwise relate to the intended use of the Property by PURCHASER.

4.3 SELLER has full power and authority to enter into this Agreement and to assume and perform obligations hereunder in this Agreement. SELLER'S actions hereunder do not and will not conflict with or result in the breach of any condition or provision, or constitute a default under, or result in the creation or imposition of any lien, charge, or encumbrance upon any of the Property or assets of the SELLER by reason of the terms of any contract, mortgage, lien, lease,

agreement, indenture, instrument or judgment to which the SELLER is a party of which is or purports to be binding upon the SELLER or which affects the SELLER; no action by any federal, state or municipal or other governmental department, commission, board, bureau or instrumentality is necessary to make this Agreement a valid instrument binding upon the SELLER in accordance with its terms.

4.4 SELLER represents that SELLER will not, between the date of this Agreement and the Closing, without PURCHASER'S prior written consent, which consent shall not be unreasonably withheld or delayed, except in the ordinary course of business, create any encumbrances on the Property. For purposes of this provision the term "encumbrances" shall mean any liens, claims, options, or other encumbrances, encroachments, rights-of-way, leases, easements, covenants, conditions or restrictions. Additionally, SELLER represents that SELLER will not, between the date of this Agreement, and the Closing take any action to terminate or materially, amend or alter any existing leases presently in existence, without the prior consent of PURCHASER, which consent shall not be unreasonably withheld or delayed. SELLER will retain the right to terminate if a tenant defaults under the existing lease.

4.5 SELLER represents that there are no parties other than SELLER in possession of the Property or any portion of the Property.

4.6 SELLER shall not list or offer the Property for sale or solicit or negotiate offers to purchase the Property while this Agreement is in effect. SELLER shall use its best efforts to maintain the Property in its present condition so as to ensure that it shall remain substantially in the same condition from the conclusion of the Inspection Period to the Closing Date.

4.7 SELLER represents to the best of SELLER's knowledge that the Property is not subject to any deed restriction(s) or Declaration of Restrictions running with the Property which would adversely affect the use or future development of the Property.

4.8 SELLER represents that it is not a party to any unrecorded contracts, restrictions, easements, leases, options or rights of first refusal or contracts with respect to the Property (except for service contracts which may be cancelled upon not greater than thirty (30) days notice), nor shall SELLER enter into any of the foregoing from and after the date of execution of this Contract without the written consent of PURCHASER.

4.9 To the best of SELLER's knowledge, SELLER has not received any written notice claiming that the Property or any method of operation of the Property is in violation ("Violation") of any applicable law, ordinance, code, rule, order, regulation or requirement of any governmental authority, the requirements of any local board of fire underwriters or other body exercising similar functions ("Laws").

4.10 To the best of Seller's knowledge, all of the representations, warranties and covenants of SELLER contained in this Agreement or in any other document, delivered to PURCHASER in connection with the transaction contemplated herein shall be true and correct in all material respects and not in default at the time of Closing, just as though they were made at such time. Further, the truth and accuracy of SELLER'S representations set forth in this Section shall be a condition precedent to the closing of this transaction. In the event that PURCHASER receives written notice from SELLER as to the change to the foregoing representations as set forth herein, PURCHASER shall have the right to terminate this Agreement by providing written notice by mail or facsimile to SELLER and/or SELLER'S counsel (such termination notice to be given within ten (10) business days of the date of receipt of SELLER's notice, failing which PURCHASER waives the right to terminate) and receive an immediate refund of all deposits plus interest paid hereto or proceed to Closing as set forth herein.

4.11 SELLER represents that all vehicles and other personal property located on the land shall be removed prior to closing and that the land shall be vacant as of the closing.

SELLER shall indemnify, hold harmless and defend PURCHASER, officers, employees, and agents against all claims, demands, losses, liabilities, costs, and expenses, including attorney's fees, imposed upon or accruing against PURCHASER as a result of the breach of any representations contained in this Section 4.

5. EVIDENCE OF TITLE.

5.1 Title to the Property. SELLER shall convey to PURCHASER at Closing, by delivery of a General Warranty Deed, title to the subject Property subject to the exceptions identified in the Schedule B-II of the Title Commitment. PURCHASER will order a title insurance commitment issued by a title insurance underwriter approved and selected by PURCHASER for the Property insuring PURCHASER'S title to the Property subject only to those exceptions set forth in the commitment. The costs and expenses relative to the issuance of a title commitment and an owner's title policy shall be borne by the PURCHASER.

PURCHASER shall obtain a title commitment from a title insurance company within twenty (20) days from the Effective Date. If PURCHASER objects to any exception to title as shown in the title commitment, PURCHASER no later than fifteen (15) days prior to the expiration of the Inspection Period shall notify SELLER in writing specifying the specific exception(s) to which it objects. Any objection(s) of which PURCHASER has so notified SELLER, and which SELLER chooses to cure, shall be cured by SELLER so as to enable the removal of said objection(s) from the

title commitment within ten (10) days after PURCHASER has provided notice to SELLER. Within two (2) days after the expiration of SELLER'S time to cure any objection, SELLER shall send to PURCHASER a notice in writing ("cure notice") stating either (1) that the objection has been cured and in such case enclosing evidence of such cure, or (ii) that SELLER is either unable to cure or has chosen not to cure such objection. If SELLER shall be unable or unwilling to cure all objections within the time period set forth in the preceding sentence, then PURCHASER may (a) terminate this Agreement by written notice to the SELLER within five (5) days after receipt of a cure notice specifying an uncured objection, in which event all instruments and monies held by the Escrow Agent shall be immediately returned to PURCHASER; or (b) subject to the provisions set forth below, proceed to close the transaction contemplated herein despite the uncured objection(s) which shall be deemed to be waived by PURCHASER.

5.2 Survey and Legal Description. PURCHASER shall, within ten (10) days of the Effective Date, order: (i) a survey to be prepared by a registered land surveyor licensed in the State of Florida showing the proposed boundaries of the Property, and the location of any easements thereon and certifying the number of acres (to the nearest one thousandth acre) contained in the Property, all buildings, improvements and encroachments; and (ii) a correct legal description of the Property which, upon approval thereof by PURCHASER and SELLER (not to be unreasonably withheld), shall be the legal description used in the deed of conveyance. The survey and legal description shall be prepared and certified by a surveyor licensed and registered in the State of Florida and shall comply with the requirements of the survey map established in connection with the issuance of an owner's title insurance policy on the Property. The survey shall be certified to PURCHASER and the title insurance company issuing the title insurance.

6. PURCHASER'S REPRESENTATIONS.

PURCHASER hereby represents and warrants to the best of its knowledge that all of the following are true and correct:

(a) PURCHASER has full power and authority to enter into this Agreement and to assume and perform all of its obligations hereunder.

(b) The execution and delivery of this Agreement and the performance by PURCHASER of the obligations hereunder have been duly authorized by the pertinent governmental authorities in compliance with Chapter 166 of the Florida Statutes, the Town of Davie Charter and Code of Ordinances, as may be required, and no further action or approval is required in order to constitute this Agreement as a binding obligation of the PURCHASER.

(c) No action by any federal, state, municipal or other governmental department,

commission, board, bureau or instrumentality is necessary to make this Agreement a valid instrument binding upon PURCHASER in accordance with its terms and conditions.

All of the representations, warranties and covenants of PURCHASER contained in this Agreement or in any other document, delivered to SELLER in connection with the transaction contemplated herein shall be true and correct in all material respects and not in default at the time of Closing, just as though they were made at such time.

7. CONDITIONS PRECEDENT TO CLOSING.

Each of the following events or occurrences ("Conditions Precedent") shall be a condition precedent to PURCHASER'S obligation to close this transaction:

(a) That the PURCHASER has not timely notified SELLER that it is not satisfied with the investigation undertaken during either the Inspection Period or the Additional Inspection Period conducted on the Property and that the inspection does not identify the existence of asbestos in any existing structures located on the Property.

(b) SELLER has performed all covenants, agreements and obligations, and complied with all conditions required by this Agreement to convey good and marketable title to the Property to PURCHASER, prior to closing.

(c) Approval of this Agreement by the Town Commission of the Town of Davie on or before June 21, 2007.

(d) The receipt by the PURCHASER of two (2) appraisals representing that the appraised value is equal to or greater than the agreed Purchase Price.

(e) The Property shall be vacated prior to closing. All personal items and equipment of SELLER shall be removed from the Property prior to closing at SELLER's expense.

(f) That the PURCHASER is approved by Broward County Board of County Commissioners for the sum of Four Hundred Fifteen Thousand Dollars and 00/100 ($415,000.00) from the Broward County Land Preservation Bond Program.

8. RISK OF LOSS.

Risk of loss or damage from fire, other casualty, or both, is assumed by SELLER until the General Warranty Deed described herein is delivered by SELLER to PURCHASER. In the event any portion of the Property is destroyed, rendered unleaseable or dysfunctional by fire or other casualty then the following shall apply relating to the improvements:

(a) If the damage, as determined by the insurance adjuster, is not more than Fifty Thousand and 00/100 Dollars ($50,000.00), then (i) PURCHASER shall complete settlement and all insurance proceeds relating to the improvements damaged by such casualty loss shall be paid to the PURCHASER, and (ii) SELLER shall assign to PURCHASER on the date of Closing the full amount of any proceeds payable under SELLER'S fire and extended coverage insurance policy applicable to said damage;

(b) If the damage, as determined by the insurance adjuster, is more than Fifty Thousand and 0/100 ($50,000.00) Dollars, PURCHASER shall have the option to (i) complete the settlement hereunder and collect all available insurance proceeds relating to the improvements damaged by such casualty loss, in which case SELLER shall pay to PURCHASER on the date of Closing the full amount of any deductible under SELLER'S fire and extended coverage insurance policy, or (ii) terminate this Agreement and receive a refund of entire deposit and interest. SELLER warrants that it shall maintain until the date of the Closing adequate "All Risk" Property insurance; and:

(c) In the event the Property, or any portion thereof, is condemned by any governmental authority under its power of eminent domain or becomes the subject of a notice of condemnation, prior to Closing Date, PURCHASER may elect to terminate this Agreement, in which event the entire deposit and interest shall be returned to PURCHASER and neither party shall have any further claim against the other, or PURCHASER may elect to complete settlement hereunder, in which event SELLER shall assign to PURCHASER all of SELLER'S right, title and interest in and to any condemnation awards, whether pending or already paid applicable to the loss of the real Property and the improvements located thereon, and there shall be no adjustment to the Purchase Price.

9. <u>CLOSING DOCUMENTS</u>.

At closing, SELLER shall deliver to PURCHASER the following documentation:

(i) General Warranty Deed;

(ii) Bill of Sale;

(iii) No Lien/Gap Affidavit;

(iv) Non-Foreign Certification in accordance with Section 1445 of the Internal Revenue Code;

(v) 1099 Form;

(vi) Assignment and Assumption of Leases; and

(vii) Any other documents as listed as title requirements in Schedule B-I of the Title Commitment to assure the conveyance of good and marketable fee

simple title of the Property to the PURCHASER.

10. CLOSING COSTS, TAXES AND PRORATIONS.

10.1 Ad Valorem Taxes. PURCHASER and SELLER shall comply with Section 196.295, Florida Statutes, with respect to the payment of prorated ad valorem taxes for the year of closing into escrow with the Broward County Revenue Collector. In the event that, following the Closing, the actual amount of assessed real Property tax on the Property for the current year is higher than any estimate of such tax used for purposes of the Closing, the parties shall re-prorate any amounts paid or credited based on such estimate as if paid in November. This shall survive the Closing.

10.2 SELLER's Closing Costs. SELLER shall pay for the following items prior to or at the time of Closing:

a) Cost of providing marketable title as provided herein, and

b) Documentary Stamps on the deed as provided under Chapter 201, Florida Statutes.

10.3 PURCHASER's Closing Costs. PURCHASER shall pay for the following items prior to or at the time of Closing:

a) Costs associated to appraisals, survey, environmental reports (phase I and phase II);

b) Recording fees of the Warranty Deed and any other instrument as required to be recorded in the Public Records;

c) Owner's title insurance policy.

11. CLOSING DATE AND PLACE.

The Closing will take place thirty (30) days subsequent to the expiration of the Inspection Period at a location determined by the PURCHASER. The SELLER shall have the option to accelerate the closing by providing written notice to PURCHASER that the property is vacant. PURCHASER shall close within seven (7) business days after receiving the notice from SELLER.

12. DEFAULT.

In the event of a default by SELLER, PURCHASER shall have the election of the following remedies: the return of the earnest money, as liquidated damages or the initiation of equitable relief to enforce the terms and conditions of this Agreement either through a decree for specific performance or injunctive relief.

If the PURCHASER shall fail or refuse to consummate the transaction in accordance with the

terms and provisions of this Agreement, all monies on deposit and interest earned on the deposit shall be immediately forfeited to SELLER as agreed upon liquidated damages and PURCHASER shall have no other responsibility or liability of any kind to SELLER by virtue of such default. SELLER'S sole and entire remedy shall be restricted to retention of the deposit plus all accrued interest.

13. BROKER:

The parties each represent to the other that they have not dealt with any real estate broker, real estate salesman or finder in conjunction with this transaction. The SELLER agrees to indemnify and hold PURCHASER harmless from any and claims, actions, suits and damages that may arise from any claim made by any real estate broker, agent, or firm, as a result of the sale of the Property to PURCHASER. This obligation of SELLER to indemnify and hold PURCHASER harmless as referenced in Paragraph 13 shall survive the Closing.

14. ENFORCEABILITY.

If any provision in this Agreement shall be held to be excessively broad, it shall be construed, by limiting and reducing it, to be enforceable to the extent compatible with applicable law. If any provision in this Agreement shall, notwithstanding the preceding sentence, be held illegal or unenforceable, such illegality or unenforceability shall not affect any other provision of this Agreement.

15. NOTICE.

All written notices shall be deemed effective if sent to the following places by hand delivery, recognized overnight courier or certified mail:

PURCHASER:	Town of Davie 6591 Orange Drive Davie, Florida 33314 Attn: Gary Shimun, Town Administrator
With Copy to:	Donald J. Doody, Esquire GOREN, CHEROF, DOODY & EZROL, P.A. 3099 East Commercial Boulevard, Suite 200 Fort Lauderdale, Florida 33308 Telephone: (954) 771-4500 Facsimile: (954) 771-4923 Email: ddoody@cityatty.com

SELLER:	Marco Rose _____ _____ Pamela Pelkey-Rose _____ _____
With Copy to:	M. Scott Kleiman, Esquire Kalis and Kleiman, P.A. 7320 Griffin Road, Suite 109 Davie, Florida 33314 Telephone: (954) 791-0477 Facsimile: (954) 791-0506
ESCROW AGENT:	GOREN, CHEROF, DOODY & EZROL, P.A. 3099 East Commercial Boulevard, Suite 200 Fort Lauderdale, Florida 33308 Tel: (954) 771-4500 Fax: (954) 771-4923

16. GOVERNING LAW.

This Agreement shall be governed by the laws of the State of Florida. Venue shall be in the Federal or State Courts in Broward County, Florida.

17. ENTIRE AGREEMENT.

All prior understandings and agreements between SELLER and PURCHASER are merged in this Agreement. This Agreement completely expresses their full agreement.

18. AMENDMENT.

No modification or amendment of this Agreement shall be of any force or effect unless in writing and executed by both SELLER and PURCHASER.

19. SUCCESSORS.

This Agreement shall apply to and bind successors and assigns of SELLER and PURCHASER.

20. COUNTERPARTS:

This Agreement may be executed in two or more counterparts, each of which shall be taken to be an original and all collectively deemed one instrument. The parties hereto agree that a facsimile

copy hereof and any signatures hereon shall be considered for all purposes as originals.

21. LITIGATION COSTS:

In connection with any litigation arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all costs and expenses incurred, including its reasonable attorney's fees at all trial and appellate levels and post judgment proceedings.

22. TIME:

Time is of the essence in each and every provision of this Agreement. All calculations of days shall be calendar days except where business days are specified. A business day is any day except a Saturday, Sunday or day that national banks are closed for business.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates indicated above:

PURCHASER:
Town of Davie, a Florida municipal corporation

_____
By: _____
Title: _____

Signed on: _____

ATTESTED BY:

_____
Town Clerk

SELLER:

_____
Witness

_____
Marco Rose
Signed on: _____

_____
Witness

_____
Pamela Pelkey-Rose
Signed on: _____

ESCROW AGENT
Accepted and Agreed to:
GOREN, CHEROF, DOODY & EZROL, P.A.

_____
By: _____ Signed on: _____

EXHIBIT "A"
LEGAL DESCRIPTION

(Subject to verification by Survey)

Exhibit B: Site Map

SUNNY LAKE EXPANSION SUBJECT SITE	PURCHASE AREA	APPROXIMATE SIZE: 107,058 SQ. FT.= 2.46 AC

Exhibit C: Estimated Revenues and Expenditures

	TOTAL	BROWARD SHARE	TOWN SHARE
PURCHASE PRICE	$ 830,000	$ 415,000	$ 415,000
APPRAISALS	$ 6,000	$ 6,000	$ -
SURVEY	$ 5,800	$ 5,800	$ -
ESA PHASE I	$ 1,575	$ 1,575	$ -
TITLE SEARCH/INSURANCE (EST)	$ 3,500	$ -	$ 3,500
ATTORNEY FEES (EST)	$ 5,000	$ -	$ 5,000
RECORDING FEES	$ 27	$ -	$ 27
TOTAL ESTIMATED COST	$ 851,902	$ 428,375	$ 423,527

6.6
PUBLIC HEARING
June 20, 2007

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: Tatiana Escobar, Staff Intern

SUBJECT: ZB (TXT) 4-1-07 / Dumpster Enclosures

AFFECTED DISTRICT: All Districts

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: AN ORDINANCE OF THE TOWN OF DAVIE, FLORIDA, AMENDING GARBAGE AND REFUSE, CHAPTER 9, ARTICLE II., COLLECTION AND REMOVAL, SECTION 9-25 RECEPTACLE REQUIREMENTS; THE LAND DEVELOPMENT CODE, CHAPTER 12, ARTICLE III, USE REGULATIONS, DIVISION 2, GENERAL REGULATIONS, SECTION 12-33, GENERAL REGULATIONS ADDING SUBTITLE (JJ) DUMPSTER ENCLOSURES; ARTICLE VI, SITE LANDSCAPING, SECTION 12-111, MINIMUM LANDSCAPING REQUIREMENTS FOR OUTDOOR EQUIPMENT OR FACILITIES; PROVIDING FOR INCLUSION IN THE TOWN CODE; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

REPORT IN BRIEF: The intent of this code amendment is to provide clear guidelines for the location, design and construction of garbage receptacle enclosures, and of dumpster enclosures in all new commercial, industrial, and institutional locations, including housing units containing more than two (2) units, as part of the updating process of the Land Development Code. This ordinance also will require the use of Crime Prevention Through Environmental Design (CPTED) designed gates, an item routinely asked for by the Police Department through the DRC review process.

Staff started its analysis with the definitions currently provided by the Code of Ordinances in reference to garbage. The term garbage receptacle is defined to include a container not greater than thirty (30) gallons and dumpsters designed for mechanical pickup. This broad definition includes both dumpsters and wheel carts. Staff used the term garbage receptacle to be consistent with the definitions provided and created distinct subsections providing regulations for both types of garbage receptacles.

The analysis of Section 9-25 of the Code of Ordinances, Subtitle b, Location of receptacles provided Staff with the following provisions:

- Numerals 1-3 provide rules about location and allowed times for receptacles to be placed out for collection purposes.

- Numeral 4 requests the use of garbage receptacles in general. It also asks for their location to be easily accessible for collection while preventing obnoxious conditions to general public.

- Numeral 5 excludes single family dwellings, as well as duplexes, and provides for the need to screen garbage receptacles.
    - § Recognizing that some developments provide wheel carts instead of dumpsters, staff clarified the minimum guidelines for enclosed areas for garbage receptacles.
    - § Staff provides the requirements for enclosed areas for dumpsters, Section 12-33 (JJ).
    - § Staff clarified that this section does not include single family dwellings by eliminating the mechanical pickup portion to avoid any misunderstandings.

- Numeral 6 provides staff with the ability to require the compliance of new developments with the set of rules specified above.

- Numeral 7 provides for sanitation.

The existing Land Development Code lacks standards for dumpster enclosures on new commercial, industrial and multifamily residential developments. Section 12-33 (JJ) Dumpster Enclosures Design Standards is proposed to clearly illustrate that all dumpsters are to be enclosed and utilize CPTED gates.

Section 12-111 of the Land Development Code was also modified to eliminate dumpster enclosures from the list of outdoor equipment due to the fact that specific rules to these enclosures are provided in the proposed subtitle (JJ) in Section 12-33.

Staff has researched other municipalities including Fort Lauderdale, Hollywood, Delray Beach, and West Palm Beach, and this requested amendment is consistent with these cities.

PREVIOUS ACTIONS:

CONCURRENCES: Mr. Stevens made a motion, seconded by Mr. Pignato, to approve subject to the amendments that were read into the record by staff and subject to the amendment to paragraph (6) to change it from ~~building permit~~ to site plan review. Motion carried 4-0, (Ms. Turin was absent).

FISCAL IMPACT: not applicable

Has request been budgeted? n/a

RECOMMENDATION(S): Staff recommends approval of this ordinance.

Attachment(s): Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF DAVIE, FLORIDA, AMENDING GARBAGE AND REFUSE, CHAPTER 9, ARTICLE II., COLLECTION AND REMOVAL, SECTION 9-25 RECEPTACLE REQUIREMENTS; THE LAND DEVELOPMENT CODE, CHAPTER 12, ARTICLE III, USE REGULATIONS, DIVISION 2, GENERAL REGULATIONS, SECTION 12-33, GENERAL REGULATIONS ADDING SUBTITLE (JJ) DUMPSTER ENCLOSURES; ARTICLE VI, SITE LANDSCAPING, SECTION 12-111, MINIMUM LANDSCAPING REQUIREMENTS FOR OUTDOOR EQUIPMENT OR FACILITIES; 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 desires to provide clear guidelines for the location, design, and construction of garbage receptacle enclosures; and

WHEREAS, the Local Planning Agency of the Town of Davie held a public hearing on May 9, 2007 and on May 23, 2007; and

WHEREAS, the Town Council of the Town of Davie held a public hearing duly advertised as required by State Statutes.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. That Section 9-25, of the Garbage and Refuse rules of the Town of Davie, Florida (the "Town"), is hereby amended to read as follows:

(a) *Condition of garbage.* All garbage, cans and bottles shall be drained of all liquids prior to deposit in the required receptacles. Receptacles shall comply with requirements of the definitions established herein, and shall be kept tightly covered at all times except when it is necessary to lift the cover to deposit garbage.

(b) *Location of receptacles:*

(1) Garbage ~~and trash containers~~ receptacles shall be placed on the property of the residential unit or commercial establishment and shall not be kept upon town or public property or neighboring property not in the ownership or tenancy of the person by whom the garbage or trash is accumulated, whether such neighboring property be vacant or improved. Such ~~containers~~ receptacles shall be kept at the side or rear areas of residential units, except within twelve (12) hours prior to the regular collection, and must be relocated to the ~~sideor~~ side or rear areas of the residential unit within eight (8) hours after collection.

(2) The collector may, with the approval of the town, require that garbage receptacles and trash be placed for collection in that portion of street right-of-way paralleling any public thoroughfare between the curbline and abutting property line. In no event, however, shall garbage receptacles and trash be placed therein more than twelve (12)

hours prior to the regular collection. Receptacles shall be removed from such area within eight (8) hours after collection.

(3) At no time shall any receptacle, ~~containers~~ or trash be placed in streets, gutters or on sidewalks.

(4) All commercial, residential, industrial, and institutional locations~~, including housing units containing more than two (2) housing rental units,~~ shall be required to provide garbage receptacles ~~and trash containers and or central containers~~ to be kept in a place easily accessible to the collector and in such location as to prevent obnoxious and nuisance conditions to inhabitants and the general public. ~~Adequate screening shall provide concealment of all types of containers, with fence, wall, planting enclosure, or a combination thereof, constructed and/or planted so as not to impede pickup.~~

(5) All commercial, industrial and institutional locations, ~~including~~ as well as, housing units containing more than two (2) ~~or more~~ units, shall be required to ~~contain~~ place ~~the container~~ garbage receptacles~~, if it is designed for mechanical pickup,~~ within an enclosed area. The enclosed area for any garbage receptacle, excluding dumpsters, shall be screened from public view. When located outside, such screening shall consist of fence and shrubs. The fence shall have a minimum of four (4) feet in height and shrubs shall be a minimum of three (3) feet in height planted at twenty-four (24) inches on center. (See Figure #1) The enclosed area for any dumpster shall meet the requirements described in Chapter 12, Article III, Section 12-33 (JJ). ~~Such enclosure shall consist of a masonry wall, or fencing if approved by the site plan committee, with plantings, situated in such a manner as to be easily accessible for mechanical pickup.~~

(6) All property owners of newly constructed structures or of existing structures undergoing site plan modification ~~which requires a building permit~~ shall comply with subsection (5) above.

(7) All property owners or tenants shall be responsible for maintaining the area around receptacles in a clean, sanitary and presentable condition, keeping the area free of trash and litter.

*****

SECTION 2. That Section 12-33, of the Land Development Code of the Town of Davie, Florida, (the "Town"), is hereby amended to read as follows:

(JJ) Dumpster Enclosures Design Standards:

Dumpster enclosures are encouraged to be designed into principal building(s). Outside enclosures shall be constructed of concrete walls six (6) feet to eight (8) feet in height. The height of each outside enclosure shall be six (6) inches greater than the highest part of any garbage receptacle therein. The exterior faces of the walls shall be consistent with the architecture of the principal building. The interior faces of the walls shall be finished with stucco and painted a neutral color. Outside enclosure location shall be exclusive of all required landscape buffers, and shall not be located in such a manner that service vehicles will block any intersection during the emptying process. Enclosures shall have gates designed to meet the Crime Prevention Through Environmental Design (CPTED) guidelines. (See Figure # 1)

******

SECTION 3. That Section 12-111, of the Land Development Code of the Town of Davie, Florida (the "Town"), is hereby amended to read as follows:

(A) In all zoning districts, outdoor equipment or facilities (i.e. a/c units, swimming pool equipment~~,~~ and FPL boxes~~, and dumpster enclosures~~) visible from the street, parking lot, driveway or public access drive shall be screened from view on three (3) sides with shrubs. Shrubs are to be three (3) feet in height and planted twenty-four (24) inches apart at the time of planting.
In lieu of shrubs, the outdoor equipment or facilities may be hidden from view from the street, parking lot, driveway or public access drive by a privacy wall of a height necessary to totally block the public view.

*****

SECTION 4. All Ordinances or parts of Ordinances in conflict herewith are to the extent of such conflict hereby repealed.

SECTION 5. 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 6. This ordinance shall take effect immediately upon its passage and adoption.

PASSED ON FIRST READING THIS_____DAY OF_____, 2007

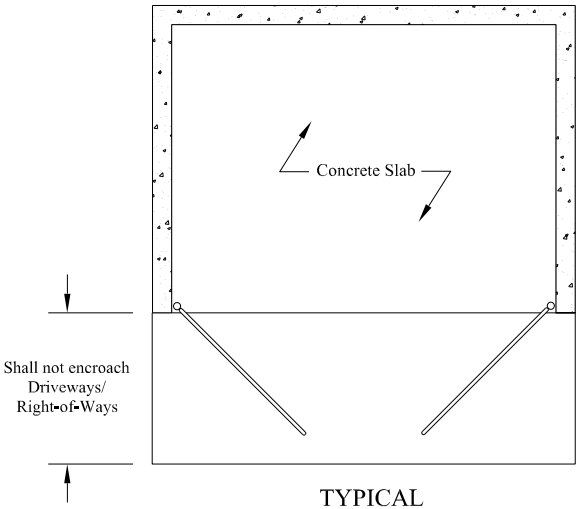
PASSED ON SECOND READING THIS_____DAY OF_____, 2007

_____
MAYOR/COUNCILMEMBER

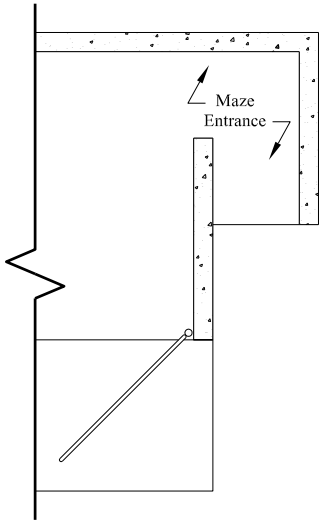
ATTEST:

_____
TOWN CLERK

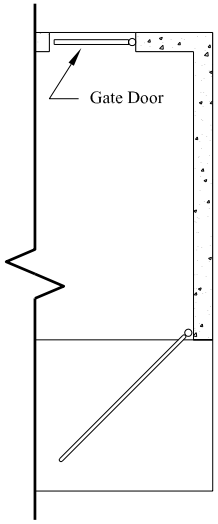
APPROVED THIS _____ DAY OF _____ , 2007



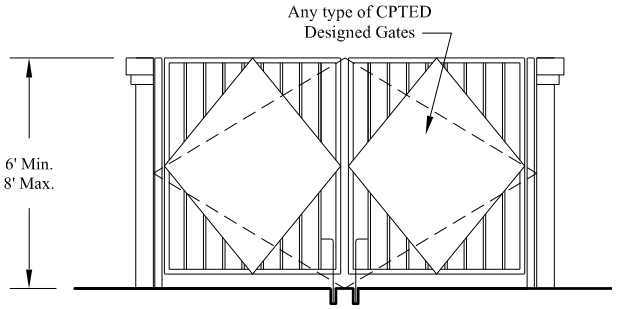
TYPICAL
FLOOR PLAN



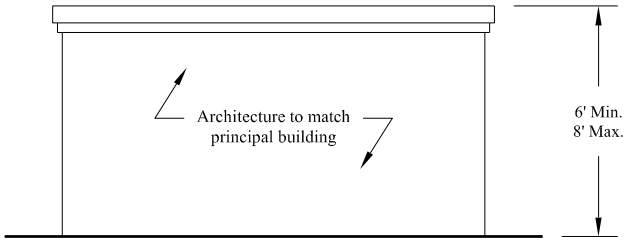
MAZE OPTION
FLOOR PLAN



GATE OPTION
FLOOR PLAN



TYPICAL
FRONT ELEVATION



TYPICAL
REAR/SIDE ELEVATION

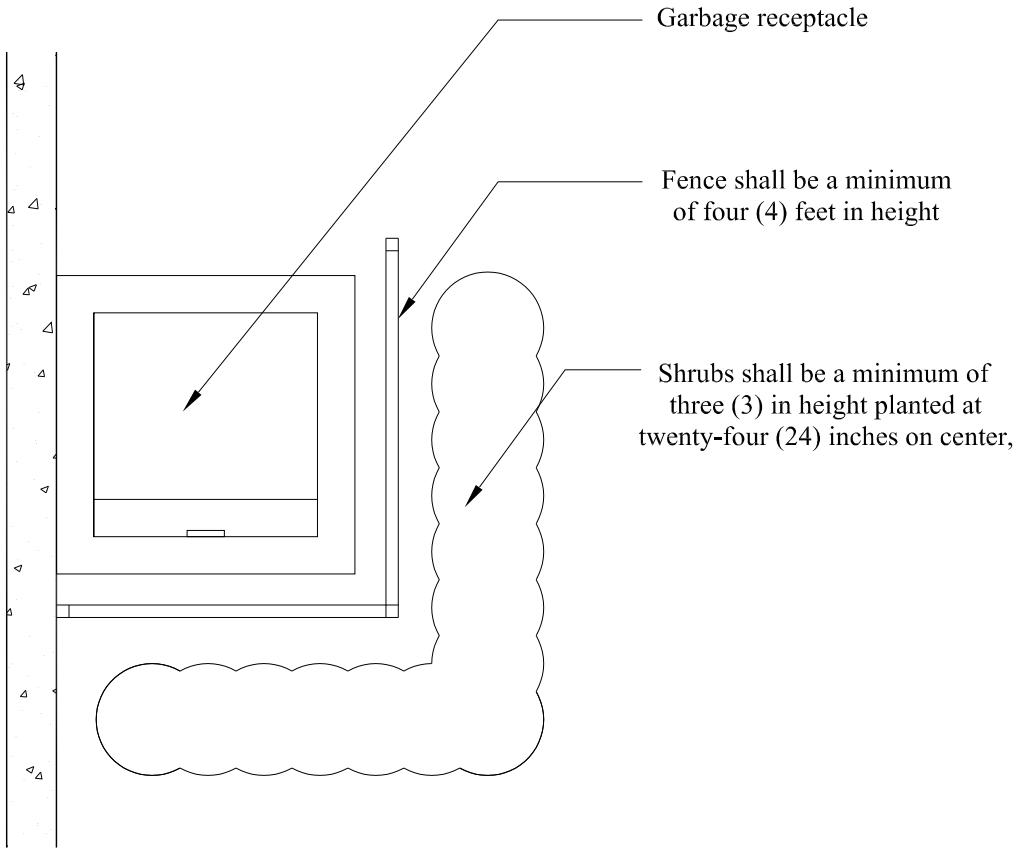
TOWN OF DAVIE

Dumpster Details

Created on: 5-23-07

Created by: D.M.A.

Location: P&Z\Development Applications\Applications\ZB(TXT)_Code Amendments\ZB(TXT)_07\ZB(TXT) 4-1-07 Dumpster Enclousures



TOWN OF DAVIE

Receptacle Details

Created on: 5-23-07

Created by: D.M.A.

Location: P&Z\Development Applications\Applications\ZB(TXT)_Code Amendments\ZB(TXT)_07\ZB(TXT) 4-1-07 Dumpster Enclousures

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6.7
PUBLIC HEARING
June 20, 2007

TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Don DiPetrillo, Fire Chief/EMC, 797-1213

PREPARED BY: Frank Suriano, Assistant Chief, 797-1843

SUBJECT: Ordinance of the Town of Davie Establishing and Implementing a Program to Impose and Collect User Fees for Motor Vehicle Accident Services.

AFFECTED DISTRICT: Townwide

ITEM REQUEST: **Staff Requesting a Tabling/Withdrawal**

TITLE OF AGENDA ITEM: AN ORDINANCE OF THE TOWN OF DAVIE, FLORIDA, CREATING ARTICLE IV COST RECOVERY, SECTION 24-100 USER FEES FOR DEPLOYMENT OF PUBLIC SERVICES OF THE TOWN OF DAVIE CODE OF ORDINANCES; ESTABLISHING AND IMPLEMENTING A PROGRAM TO IMPOSE AND COLLECT USER FEES FOR THE DEPLOYMENT OF PUBLIC SAFETY SERVICES RENDERED BY THE TOWN OF DAVIE FOR MOTOR VEHICLE ACCIDENT SERVICES; PROVIDING DIRECTIONS TO THE CODIFIER; AND PROVIDING AN EFFECTIVE DATE.

REPORT IN BRIEF: Demands on the Town of Davie's Police and Fire Rescue Departments to respond to local vehicular accidents continue to increase due to the growth of the town and increased traffic on Interstate Highways. The Police and Fire Rescue Departments have investigated different methods to maintain a high level of quality police, fire and emergency medical response throughout times of constantly increasing service demands, where maintaining an effective response decreases the costs to insurance companies by saving lives, preventing serious injury and minimizing vehicular damage by fire. The police and fire rescue departments shall initiate user fees for the delivery of fire and police department services, personnel, supplies, and equipment to the scene of motor vehicle accidents which occur within the municipal limits of the Town of Davie or to which the fire and/or police department respond in the neighboring municipal boundaries and unincorporated areas of Broward County pursuant to mutual aid agreements. The rate of the user fees shall be the usual, customary and reasonable costs, which includes any services, personnel, supplies, and equipment and which may vary based on the needs of the accident. The user fees shall be initially filed to the motor vehicle insurance carrier, representing an add-on-cost of the claim for damages of the vehicles, property, and/or injuries. The claim costs shall also be filed to the owner of the vehicle, the owner of responsible property, or other responsible parties (see attached fee schedule). All amounts collected as a result of this ordinance shall be placed into a fund as established by the Finance Department. The Town Administrator may make rules or regulations, and periodically may amend, revoke, or add rules and regulations, deemed necessary or expedient with respect to billing for these fees or the collection. Estimated revenues for the police department $400,000 and fire rescue department $350,000.

PREVIOUS ACTIONS:

CONCURRENCES:

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):

ORDINANCE _____

AN ORDINANCE OF THE TOWN OF DAVIE, FLORIDA, CREATING **ARTICLE IV COST RECOVERY, SECTION 24-100 USER FEES FOR DEPLOYMENT OF PUBLIC SAFETY SERVICES** OF THE TOWN OF DAVIE CODE OF ORDINANCES; ESTABLISHING AND IMPLEMENTING A PROGRAM TO IMPOSE AND COLLECT USER FEES FOR THE DEPLOYMENT OF PUBLIC SAFETY SERVICES RENDERED BY THE TOWN OF DAVIE FOR MOTOR VEHICLE ACCIDENT SERVICES; PROVIDING DIRECTIONS TO THE CODIFIER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, demands on the Town of Davie's Police and Fire Rescue Departments to respond to local vehicular accidents continue to increase due to the growth of the town and increased traffic on Interstate Highways; and

WHEREAS, the Town of Davie Police and Fire Rescue Departments have investigated different methods to maintain a high level of quality police, fire and emergency medical response throughout times of constantly increasing service demands, where maintaining an effective response by the police and fire departments decreases the costs to insurance companies by saving lives, preventing serious injury and minimizing vehicular damage by fire; and

WHEREAS, raising the real property tax to meet the increase in service demands would be inequitable to property owners when a majority of motor vehicular accidents involve individuals who neither own property nor pay property taxes in the Town of Davie; and

WHEREAS, the Town Council desires to implement a fair and equitable procedure by which to collect said motor vehicle accident fees and establish a billing system in accordance with state and federal laws, regulations, and guidelines;

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

SECTION 1. Creation of Article IV Cost Recovery, Section **24-100**

There is hereby created Article IV Cost Recovery, Section **24-100** to the Town of Davie Code of Ordinances, which is to read as follows:

Article IV Cost Recovery, **Section 24-100. User Fees for Deployment of Public Safety Services.**

(a) The police and fire rescue departments shall initiate user fees for the delivery of fire and police department services, personnel, supplies, and equipment to the scene of motor vehicle accidents which occur within the municipal limits of the Town of Davie or to which the fire and/or police department respond in the neighboring municipal boundaries and unincorporated areas of Broward County pursuant to mutual aid agreements. The rate of the user fees shall be the usual, customary and reasonable costs, which includes any services, personnel, supplies, and equipment and which may vary based on the needs of the accident.

(b) The user fees shall be initially filed to the motor vehicle insurance carrier, representing an add-on-cost of the claim for damages of the vehicles, property, and/or injuries. The claim costs shall also be filed to the owner of the vehicle, the owner of responsible property, or other responsible parties.

(c) The Town Administrator may make rules or regulations, and periodically may amend, revoke, or add rules and regulations, not inconsistent with this article as they may deem necessary or expedient with respect to billing for these fees or the collection thereof.

(d) All amounts collected as a result of this ordinance shall be placed into a fund as established by the Finance Department.

SECTION 2. Directions to codifier.

It is the intention of the Town Council of Davie that Section 1 of this ordinance shall be codified within the Code of Ordinances of the Town of Davie, Florida, and that the sections and paragraphs of this ordinance may be re-numbered or re-lettered in order to accomplish such intentions.

SECTION 3. Severability.

If any subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held or declared to be unconstitutional, invalid, or void, such holding or invalidity shall not affect the remaining portions of this ordinance, and the unconstitutional, invalid or void provisions shall be deemed to have been severed here from, and the remainder of this ordinance, after the exclusion of such part or parts,

shall be deemed to be valid, as if such part or parts has not been included herein. If this ordinance or any provisions hereof shall be held inapplicable to any person, group of persons, property, or kind of property, circumstances, or set of circumstances, such holdings shall not affect the application hereof to any other person, property, or circumstances.

SECTION 4. Effective Date.

This ordinance shall become effective upon its filing with the Secretary of State

PASSED ON FIRST READING THIS _____ DAY OF_____, 2007

PASSED ON SECOND READING THIS _____ DAY OF_____, 2007

_____

MAYOR/COUNCILMEMBER

ATTEST:

_____

TOWN CLERK

APPROVED THIS _____ DAY OF_____, 2007

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Responder1

MVA & Structure Fire

CHARGE SCHEDULE:

ON SCENE TIME	15min	30min	45min	60min	75min	+90min
EQUIPMENT						
Engine Companies	$587	$598	$609	$620	$630	$642
Rescue Vehicles	$577	$578	$579	$580	$581	$582
EMS Vehicles(refusals)	$579	$581	$584	$587	$591	$594
Ladder Towers	$598	$620	$641	$662	$684	$705
HazMat	$587	$603	$620	$636	$652	$668
MANPOWER						
Firefighters	$10	$20	$30	$40	$50	$60
EMT's	$12	$24	$36	$48	$60	$72
Shift Supervisors	$14	$28	$42	$56	$60	$74
Lts/Assnt Chief	$16	$32	$48	$64	$80	$96
Chief	$20	$40	$60	$80	$100	$120

Any response will receive the minimum 15-minute charge. Charges are additive, if two vehicles respond, the charge is twice what is listed as well as the manpower.

NOTE: This study was completed exclusively for Cost Recovery Corporation® and should only be used by clients of Cost Recovery Corporation®. It should remain confidential without distribution to any outside parties. Responder1® *is a program protected under a* ***Patent Pending Status****; therefore, it is a* ***proprietary program*** *available exclusively by Cost Recovery Corporation®.*

Responder1 Police

CRASH/INJURY SEVERITY CHARGE SUMMARY

ON SCENE TIME	30 min	45min	60min	75min	90min	105min
Fatal						
Vehicles	$154	$154	$154	$154	$154	$154
Officers	$14	$21	$28	$35	$42	$49
Station Prep	$46	$49	$51	$54	$56	$59
A-Level						
Vehicles	$154	$154	$154	$154	$154	$154
Officers	$14	$21	$28	$35	$42	$49
Station Prep	$33	$35	$37	$40	$42	$45
B-Level						
Vehicles	$154	$154	$154	$154	$154	$154
Officers	$14	$21	$28	$35	$42	$49
Station Prep	$21	$23	$26	$28	$30	$33
C-Level						
Vehicles	$154	$154	$154	$154	$154	$154
Officers	$14	$21	$28	$35	$42	$49
Station Prep	$21	$21	$21	$21	$21	$21
PDO						
Vehicles	$154	$154	$154	$154	$154	$154
Officers	$14	$21	$28	$35	$42	$49
Station Prep	$21	$21	$21	$21	$21	$21

COURT TIME AND WITNESS INTERVIEW @ $80/hr

Fatal: Crash resulting in death of an individual within 30 days of the accident
A-Level: Crash with one incapacitating injury
B-Level: Crash with one person with a visible injury but not incapacitating
C-Level: Crash with one person with a possible injury
PDO: Property Damage only with a value of $500 on any single vehicle resulting in a claim filed to an insurance company or if cited individual is without insurance

Any response will receive the minimum 30-minute charge. Charges are additive, if two vehicles respond, the charge is twice what is listed as well as the manpower.

NOTE: This study was completed exclusively for Cost Recovery Corporation® and should only be used by clients of Cost Recovery Corporation®. It should remain confidential without distribution to any outside parties. Responder1® *is a program protected under a* ***Patent Pending Status****; therefore, it is a* ***proprietary program*** *available exclusively by Cost Recovery Corporation®.*

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: n/a

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

Has request been budgeted? n/a

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	MOBILE HOME TASK FORCE	Milton Rines				resigned 04/2007
7.1.2	OPEN SPACE ADVISORY BOARD	Jeff Dudley				absent for more than 50% of meetings
7.1.3	PARKS AND RECREATION ADVISORY BOARD	Vacancy				
7.1.4	SENIOR CITIZEN ADVISORY COMMITTEE	Vacancy				
7.1.5	YOUTH EDUCATION AND SAFETY ADVISORY BOARD	Mike Holderfield				resigned 10/2006

APPOINTMENTS FOR COUNCILMEMBER STARKEY

Item #		Previous Appointment	# OF MEETINGS	# OF ABSENCES	INTERESTED IN BEING REAPPOINTED?	Appointment to be made
7.2.1	AIRPORT/TRANSPORTATION ADVISORY BOARD	Sidney Calloway				resigned 05/2007

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 Code Section 2-72(d), 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.

CHARTER REVIEW BOARD

Item #			Previous Appointment	# OF MEETINGS	# OF ABSENCES	INTERESTED IN BEING REAPPOINTED?	Appointment to be made
7.4	CHARTER REVIEW BOARD	Caletka					
		Caletka					
		Crowley					
		Crowley					
		Luis					
		Luis					
		Starkey					
		Starkey					
		Truex					
		Truex					

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**	

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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: Conceptual Master Site Plan Application: CMSP 9-2-05 / 05-594 / Saddle Bridge/ Generally located on the south side of Griffin Road between Southwest 76th Avenue and Southwest 78th Avenue

AFFECTED DISTRICT: District 2

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: Update regarding "affordable" component for development application CMSP 9-2-05 / 05-594 / Saddle Bridge

REPORT IN BRIEF: At the February 21, 2007 Town Council meeting, Conceptual Master Site Plan (CMSP 9-2-05) was approved for seventy-eight (78) two-story town home units and two (2) two-story commercial use buildings approximately 20,000 sq. ft. At that meeting, one of the conditions made by Town Council during the motion was that the developer (Centerline Homes) work out with the Housing Director (Shirley Taylor-Prakelt) and attempt to develop 15% of the total number of flex units to be affordable homes. After three and half (3 ½) months of discussions between the developer and the Town's Housing Director, both have come to the conclusion that the approved mixed-use development as proposed is not feasible without an increase in density or significant subsidies which are not available. Therefore, the purpose of this agenda item is to inform the Town Council that the developer has no choice but to exclude the "affordable" component from this project.

PREVIOUS ACTIONS: n/a

CONCURRENCES: n/a

FISCAL IMPACT: not applicable

Has request been budgeted? n/a

RECOMMENDATION(S): n/a

Attachment(s): Letter from Developer, Email from Housing Director

Attachment 1 ***(Letter from Developer)***

June 1, 2007

Mr. Mark Kutney
Development Services Director
Town of Davie
6591 Orange Drive
Davie, FL 33314

Dear Mark:

You may recall that at the February 21, 2007 Town Council meeting Centerline was requested to work with Shirley Taylor-Prakelt in an effort to determine whether affordable housing units are feasible for Centerline to provide in its Saddle Bridge Community. At the conclusion of these meetings, Centerline was asked to appear back before the Town Council for a final determination on this issue. Following several meetings with Ms. Taylor-Prakelt, we have determined that providing affordable housing is not feasible for this community considering the current incentives available to Centerline and the lack of additional density for the community. As such, I respectfully request that the Saddle Bridge Master Concept Plan be placed on the June 20, 2007 Town Council agenda under old business for further discussion.

In the event you have any questions or require additional information, please do not hesitate to contact me at your convenience.

Sincerely,

Scott Backman

cc: Shirley Taylor-Prakelt, Housing & Community Development Director
Marcie Nolan, Planning & Zoning Manager
David Abramson, Deputy Planning & Zoning Manager

CENTERLINE HOMES
825 Coral Ridge Drive, Coral Springs, Florida 33071 T 954-344-8040 F 954-344-4176 www.centerlinehomes.com

Attachment 2 ***(Email from Housing Director)***

----- Message from <Shirley_Taylor-Prakelt@davie-fl.gov> on Mon, 4 Jun 2007 10:05:35 -0400 -----

To: <Mark_Kutney@davie-fl.gov>
cc: <david_abramson@davie-fl.gov>, <marcie_nolan@davie-fl.gov>, "Scott Backman" <SBackman@CenterlineHomes.com>
Subject: Re: Saddle Bridge

Mark:

This is to confirm that, pursuant to Town Councils directive, Scott Backman worked with me to try to find a way to make a portion of their units at Saddle Bride "affordable". Unfortunately, without increased density or significant subsidies which are not available, this was not possible. Since Council did not make this request until after the site plan was complete i.e. far into the development process, the developer was at a disadvantage in that costs had already been allocated. In future, this type of request should be made "up front" for all projects requesting Residential Flex Units. Thanks

Shirley Taylor-Prakelt, Director
Housing and Community Development
Town of Davie
4700 SW 64th Avenue
Davie, Florida 33314
(954) 797-1199
Shirley_Taylor-Prakelt@davie-fl.gov

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TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT

TO: Mayor and Council Members

FROM/PHONE: Mark Alan, Director of Human Resources Management (954) 797-1169

PREPARED BY: Mark Alan, Director of Human Resources Management

SUBJECT: Town Administrator Evaluation

AFFECTED DISTRICT: All Districts

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: TOWN ADMINISTRATOR EVALUATION

REPORT IN BRIEF: The subject item has been agendized under Old Business and concerns the Davie Town Council's evaluation of the Town Administrator's job-related performance.

Pursuant to Council direction at the June 06, 2007, Town Council Meeting, the Town Administrator's Performance Evaluation Instrument and procedure, hereto attached

Town Council during the April 21, 2004, Town Council Meeting established the use of the attached Town Administrator Evaluation Instrument. Council Members and the Town Administrator completed an independent, individual evaluation and provide their completed evaluation forms to the Department of Human Resources Management prior to the actual evaluation session during the May 05, 2004, Town Council Meeting. Prior to the May 05, 2004, Town Council Meeting Human Resources Management staff entered the individual assigned whole number rating of each evaluator on the Town Administrator Evaluation Summary, and provided a copy of this Summary to each Councilmember and the Town Administrator for Council consideration during the May 5th meeting.

PREVIOUS ACTIONS: Town Council during the May 05, 2004, Town Council Meeting established the use of the attached Town Administrator Evaluation Instrument

CONCURRENCES: not applicable

FISCAL IMPACT: not applicable

Has request been budgeted? n/a

Attachment(s): Town Administrator Evaluation Instrument

DEPARTMENT OF HUMAN RESOURCES MANAGEMENT
6591 ORANGE DRIVE Ÿ DAVIE, FLORIDA 33314-3399
PHONE: 954.797.1100 Ÿ FAX: 954.797.1079 Ÿ WWW.DAVIE-FL.GOV

TOWN ADMINISTRATOR EVALUATION INSTRUMENT

This performance evaluation instrument provides the evaluator with the following five (5) point likert-type rating scale which is utilized to evaluate overall performance on fifty-one (51) individual items listed under four (4) separate categories. It should also be noted that the second category of the performance evaluation instrument contains three (3) subcategories.

1	2	3	4	5
Does Not Meet Expectations		**Meets Expectations**		**Exceeds Expectations**

Job-related performance with regard to each individual listed item should be evaluate separately and assigned a whole number rating of 1, 2, 3, 4, or 5.

The evaluation should be completed by each Councilmember from the point of reference of his or her role as a member of the elected body representing the residence of the Town of Davie.

The evaluation should take into account the totality of job-related performance over the past Six months and not just the past month or a shorter duration of time.

The performance evaluation instrument includes a provision for an Overall Rating. An overall rating is a global rating. Therefore, in determining an overall rating, it is not recommended to “add up” the individual item ratings and arrive at an average rating, since individual items are not necessarily of equal weight with regard to importance and/or criticality.

The performance evaluation instrument includes provisions for written comments.

Suggestions for Conducting the Actual Evaluation Session

1. Councilmembers should complete their individual evaluation forms independently and prior to the actual evaluation session.

2. The Town Administrator should complete a self-assessment using the same evaluation forms prior to the actual evaluation session.

3. The actual evaluation session should be conducted in a setting where there are as few interruptions as possible and where all participants are seated at the same level.

4. The Town Administrator should be present during the evaluation session.

DEPARTMENT OF HUMAN RESOURCES MANAGEMENT
6591 ORANGE DRIVE Ÿ DAVIE, FLORIDA 33314-3399
PHONE: 954.797.1100 Ÿ FAX: 954.797.1079 Ÿ WWW.DAVIE-FL.GOV

TOWN ADMINISTRATOR EVALUATION FORM

Gary Shimun

Use the following rating scale to evaluate overall performance on each individual item listed under each category:

1	2	3	4	5
Does Not Meet Expectations		**Meets Expectations**		**Exceeds Expectations**

Category 1: RELATIONS WITH GOVERNING BODY/PROVIDING INFORMATION

Item No.	Item	Rating
1	Keeps the Council informed in an appropriate and timely manner about matters critical to the Council's policy making role.	
2	Provides information on an equal basis to all Councilmembers.	
3	Anticipates and follows up promptly on Council requests for information or action without having to be reminded.	
4	Available to the Council on official business either personally or through designated subordinates.	
5	Reports departmental and staff activities to the Council in an appropriate and timely manner.	
6	Advises the Council of relevant legislation and developments in the area of public policy affecting the Town of Davie.	
8	Considers all available alternatives before making recommendations to the Council.	
9	Anticipates, plans, and prioritizes future needs and programs recognizing the potential problems confronting the Town.	
10	Carrys out directives of the Council as a whole rather than those of any individual Councilmember.	

Comments:

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Category 2: ORGANIZATIONAL RELATIONS

A. FISCAL MANAGEMENT

Item No.	Item	Rating
1	Develops and administers a process of budget preparation and review which meets the requirements of the Town Charter, and expectations of the Council in its decision making role.	
2	Controls operational and capital costs through adequate budgetary controls and the judicious/economical utilization of manpower, material and equipment.	
3	Provides the Council with timely and sufficient reports on the financial status of the Town government in accordance with the Charter and requirements of the Council.	

Comments:

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B. PERSONNEL MANAGEMENT

Item No.	Item	Rating
1	Effectuates sound personnel selection and placement policies.	
2	Recruits and retains competent personnel for Town positions.	
3	Communicates organizational values, directions, and expectations.	
4	Creates an environment for organizational and employee learning.	
5	Motivates personnel through leadership and training so that they are increasingly effective in the performance of their duties, in achieving common goals and objectives, and in nurturing an attitude of courtesy, helpfulness, and sensitivity to the public.	
6	Promotes and supports the “public service role” for all Town employees emphasizing exemplary performance.	
7	Creates an environment that fosters and requires legal and ethical behavior.	
8	Assumes responsibility for staff performance.	
9	Treats all Town personnel in a fair and equitable manner.	
10	Organizes and manages work and jobs to promote cooperation, initiative, empowerment, innovation, and organizational culture.	
11	Motivates employees to develop and utilize their full potential.	

Comments:

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Category 2: ORGANIZATIONAL RELATIONS (continued)

C: MANAGING THE ORGANIZATION

Item No.	Item	Rating
1	Executes the policies adopted by the Council in a timely and appropriate fashion.	
2	Plans and executes organizational priorities in a manner reflective of the Town's stated mission and goals, and satisfactory to the Council.	
3	Analyzes organizational problems or issues and identifies causes, reasons, implications, and solutions employing all available technologies, systems and methods.	
4	Executes the short and long-term goals and objectives of the Town in a timely and effective manner.	
5	Communicates effectively, clearly, easily and to the point.	
6	Demonstrates sensitivity to the opinions and concerns of others in and outside the organization.	
7	Emphasizes the importance of teamwork and leadership in his/her relationship with the organization, and serves as a role model for personnel.	
8	Accepts new ideas and suggestions for change.	
9	Adapts to and deals effectively with unanticipated conditions and situations.	
10	Presents and utilizes innovative solutions to conditions and situations affecting the Town.	
11	Keeps informed on legislative issues that may affect the Town.	
12	Sets and deploys organizational values, short- and longer-term directions, and performance expectations.	
13	Creates an environment for empowerment, innovation, and organizational agility.	
14	Implements organization-wide strategic planning process.	
15	Selects, collects, aligns, and integrates data and information for tracking daily operations and for tracking overall organizational performance.	
16	Keeps data and information availability mechanisms, including software and hardware systems, current with organizational needs and directions.	
17	Capitalizes on the diverse ideas, cultures, and thinking of employees and the community with which the organization interacts.	
18	Addresses workplace health, safety, and security.	

Comments:

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Category 3: RELATIONS WITH THE PUBLIC

Item No.	Item	Rating
1	Handles disputes or complaints involving citizens in an effective, equitable, and timely manner.	
2	Makes himself/herself available and visible to the citizens of Davie in an appropriated manner.	
3	Presents Council policies and positions on issues to the citizens and Town organization accurately, equitable, and effectively.	
4	Directs sufficient public credit to the Council in its role as the Governing Body.	
5	Anticipates public concerns with current and future services, programs, and operations and prepare for these concerns in a proactive manner.	
6	Ensures workplace preparedness for emergencies or disasters and seek to ensure organizational continuity for the benefit of citizens and employees.	

Comments:

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Category 4: RELATIONS WITH OTHER GOVERNMENTS

Item No.	Item	Rating
1	Deals effectively with other governmental agencies at all levels in representing the Town of Davie.	
2	Develops and administers an effective program of grantsmanship.	
3	Cooperates with neighboring communities and maintains open communications with other municipalities in areas that may affect or relate to the Town.	

Comments:

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_____

List any goals, achievements, objectives:

_____

_____

_____

_____

_____

Additional information/comments may be attached at the option of the evaluator.

OVERALL RATING _____
(Considering all items above)
Note: It is not recommended to "add up" the individual item ratings and arrive at an average rating.

_____
Councilmember (Please Print)

_____
Signature

_____
Date Evaluation Was Completed

DEPARTMENT OF HUMAN RESOURCES MANAGEMENT
6591 ORANGE DRIVE Ÿ DAVIE, FLORIDA 33314-3399
PHONE: 954.797.1100 Ÿ FAX: 954.797.1079 Ÿ WWW.DAVIE-FL.GOV

TOWN ADMINISTRATOR EVALUATION SUMMERY

The following rating scale was used to evaluate overall performance on each individual item listed under each category:

1	2	3	4	5
Does Not Meet Expectations		**Meets Expectations**	**Exceeds Expectations**	

Category 1: RELATIONS WITH GOVERNING BODY/PROVIDING INFORMATION

Item No.	Mayor	Vice Mayor	District __	District __	District __	Town Administrator
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

Category 2: ORGANIZATIONAL RELATIONS

A. FISCAL MANAGEMENT

Item No.	Mayor	Vice Mayor	District __	District __	District __	Town Administrator
1						
2						
3						

B. PERSONNEL MANAGEMENT

Item No.	Mayor	Vice Mayor	District __	District __	District __	Town Administrator
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						

Category 2: ORGANIZATIONAL RELATIONS (continued)

C: MANAGING THE ORGANIZATION

Item No.	Mayor	Vice Mayor	District __	District __	District __	Town Administrator
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						

Category 3: RELATIONS WITH THE PUBLIC

Item No.	Mayor	Vice Mayor	District __	District __	District __	Town Administrator
1						
2						
3						
4						
5						
6						

Category 4: RELATIONS WITH OTHER GOVERNMENTS

Item No.	Mayor	Vice Mayor	District __	District __	District __	Town Administrator
1						
2						
3						

OVERALL RATING
(Considering all items above)

Note: It is not recommended to "add up" the individual item ratings and arrive at an average rating.

	Mayor	Vice Mayor	District __	District __	District __	Town Administrator
Overall Rating						

_____
Date Evaluation Was Completed