

**TOWN OF DAVIE**  
**TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Marcie Nolan, Acting Development Services Director

**PREPARED BY:** Le Nguyen, P.E., Town Engineer 954-797-1193

**SUBJECT:** Resolution

**AFFECTED DISTRICT:** All

**ITEM REQUEST:** **Schedule for Council Meeting**

**TITLE OF AGENDA ITEM:** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXTEND THE CONTRACT FOR TELECOMMUNICATIONS CONSULTING SERVICES BETWEEN THE TOWN OF DAVIE AND CITYSCAPE CONSULTANTS, INC. PREVIOUSLY KNOWN AS CITYSCAPE SITING AND MANAGEMENT, INC.

**REPORT IN BRIEF:** On July 3, 2002, The Town Council of Davie approved R-2002-150 executing a contract with CityScape Siting & Management, Inc. to provide telecommunication consulting review services to the Town of Davie. This current contract agreement is a five year automatic renewal contract as indicated on Item 1B of this agreement. Renewal of the current contract agreement will allow the consultant review fee to remain at the same rate for reviewing site plan applications for cellular and PCS tower. The Town's Land Development Code, Section 12-527 requires that all new and supporting structures require a supplemental review by a third party.

**PREVIOUS ACTIONS:** Approved R-2002-150 to execute contract agreement with CityScape.

**CONCURRENCES:**

**FISCAL IMPACT:** Yes

Has request been budgeted? No

If no, amount needed: \$20,000.

What account will funds be appropriated from: 001-0403-515-0306

Additional Comments: This item falls under cost recovery. Prior to payment, the Town will receive the approved amount into revenue account 001-0403-341-1178. At the time of the next budget amendment, a \$20,000 amendment can be transferred from 001-0403-341-1178 (cost recovery) to corresponding account 001-0403-515-0306 (contractual services).

**RECOMMENDATION(S):** Staff recommends approval of the resolution.

**Attachment(s):** Copy of Resolution R-2002-150, associated documents, Sunbiz documents

RESOLUTION \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXTEND THE CONTRACT FOR TELECOMMUNICATIONS CONSULTING SERVICES BETWEEN THE TOWN OF DAVIE AND CITYSCAPE CONSULTANTS, INC. PREVIOUSLY KNOWN AS CITYSCAPE SITING AND MANAGEMENT, INC.

WHEREAS, the Town of Davie has an existing agreement for telecommunication services with CityScape Siting and Management, Inc.; and

WHEREAS, the Town of Davie and CityScape desire to extend the agreement for continuation of telecommunication services with CityScape Consultants Inc; and

WHEREAS, after review, the Town Council wishes to authorize the Mayor to extend the contract agreement for an additional five year term for telecommunication services from 7/3/2007 to 7/3/2012.

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 to extend the contract agreement for five years for telecommunication services from 7/3/2007 to 7/3/2012.

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

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2007

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MAYOR/COUNCILMEMBER

ATTEST:

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TOWN CLERK

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2007

RESOLUTION NO. R-2002-150

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH CITYSCAPE SITING & MANAGEMENT, INC. FOR TELECOMMUNICATIONS CONSULTING SERVICES..

WHEREAS, the Town Council previously selected the firm of Cityscape Siting & Management, Inc. to provide telecommunications consulting services by Resolution R-2002-101; and

WHEREAS, it is in the Town's best interest to execute a contract for these services; and

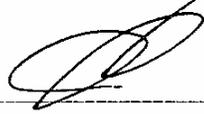
WHEREAS, after review, the Town Council wishes to authorize the Mayor to execute a contract with Cityscape Siting & Management, Inc.

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 Cityscape Siting & Management, Inc. to provide telecommunications consulting services which is attached hereto and identified as Attachment "A".

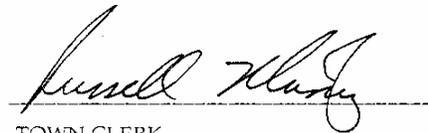
SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS 3<sup>RD</sup> DAY OF July, 2002



MAYOR/COUNCILMEMBER

Attest:



TOWN CLERK

APPROVED THIS 3<sup>RD</sup> DAY OF July, 2002

## CityScape

### CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT made and entered into as of the \_\_\_\_ day of July, 2002, between CITYSCAPE SITING & MANAGEMENT, INC., a Florida corporation, with a principal place of business at 3300 University Drive, Suite 629, Coral Springs, Florida 33065 (hereinafter referred to as the "Consultant"), and the TOWN OF DAVIE, FL, whose principal municipal offices are located at 6591 Orange Drive, Davie, FL 33314, (hereinafter referred to as "Town").

WHEREAS, Section 704 of the Telecommunications Act of 1996 mandates that municipalities cannot prohibit the provision of personal wireless services and requires municipalities to not unreasonably discriminate among providers of functionally equivalent services; and

WHEREAS, the Town desires to engage the services of the Consultant to perform for the Town consulting services regarding the development of a comprehensive Master Plan for telecommunications services and facilities (i.e. cellular and PCS towers) (hereinafter "Master Plan") to: ensure the Town's compliance with the aforementioned provisions of existing and proposed federal regulation and legislation; to minimize the aesthetic impact of these facilities on the Town; and to maximize the revenue available from the construction and operation of these facilities to the Town; and

WHEREAS, the Consultant desires to consult with the Town's staff, including planning, development, zoning, permitting and administrative and legal staff, as well as the Town Administrator's office, as an independent contractor of the Town; and

WHEREAS, Consultant desires to consult with the Town Council, and to undertake for the Town consultation and management services as to the aforementioned telecommunications services to be offered by various providers within the Town;

NOW, THEREFORE, it is agreed as follows:

1. Term.
  - A. Initial Term. The respective duties and obligations of the contracting parties shall be with respect to the preparation of the Ordinance to expeditiously work on and complete a finalized Ordinance, and as to any other duties for an initial term of five (5) years, with the Town of Davie having the right to terminate this contract in its sole discretion at any time upon sixty (60) days notice to CityScape. The Town is obligated to compensate CityScape for all services provided through the date of termination.
  - B. Renewal Term. This Agreement shall automatically renew for a renewal term of five (5) years thereafter, unless either party has given the other written notice of termination within ninety (90) days of the expiration of the Initial Term, with the Town of Davie continuing to have the right to terminate this contract in its sole discretion at any time upon sixty (60) days notice to CityScape. The Town is obligated to compensate CityScape for all services provided through the date of termination.

2. Consultations. Consultant shall be available to consult with the Town Administrator, the Town administrative and legal staff, and the heads of the respective Town Departments whose functions are relevant to the construction and operation of telecommunications towers. Consultant shall coordinate the Master Plan with the Town and with the private telecommunications providers who seek to provide such services within the Town and elect to participate in the Master Plan.

Specifically, Consultant shall provide the following services to the Town:

- A. Furnish consultation to the Town Attorney for development of an ordinance to implement the MASTER Plan and maintain compliance with applicable federal regulations;
  - B. Provide a workshop for government officials, staff and general public pertaining to specific requirements of the federal government and engineering requirements pertaining to your existing ordinance;
  - C. Furnish consultation to the Town Administrator, and other Town officials, to develop and implement the Master Plan, including but not limited to ascertainment of available Town owned property, determining the suitability of each site for telecommunications development, private confidential consultation with each telecommunication provider who elects to participate in the Master Plan to ascertain each provider's specific development and siting needs, and, where possible, the combining of these providers' development plans into one location to minimize the aesthetic impact of the facilities.
    - (1) Oversee design and implementation of all facilities to be located on Town owned property pursuant to and as required by the Master Plan.
    - (2) Mitigation of existing facilities to add additional providers, and development of facility sites that are aesthetically transparent (where possible) and not to exceed 80 feet in height for a single carrier and 125 feet for multicarrier wherever possible.
3. Liability. Each party is obligated to fully and faithfully perform its respective obligations and duties under this Contract. CityScape shall maintain a general liability policy in the amount of \$1,000,000.00 naming the Town as an additional insured. Nothing in this section shall affect the immunities of the Town under Chapter 768, Florida Statutes.
  4. Compensation.
    - A. For its services as Consultant in connection with the development of a master wireless telecommunications plan (Master Plan), CityScape shall receive as compensation for the performance of services contemplated by this Agreement the amounts set forth in Exhibit A hereto.
    - B. As contemplated by the Ordinance referenced in 2A above, CityScape recommends that the Ordinance provide that non-participating providers be charged a reasonable fee for individual site reviews pursuant to such Ordinance, and that the Town include in such reasonable fee a direct cost of \$2,500 per non-participating review by the Town's telecommunications consultant. In the event that such a provision is included in the

Ordinance, and in the further event that CityScape is the telecommunications consultant that performs such a review for the Town, then the Town shall remit to Cityscape a portion of the review fee collected from the non-participating provider. Cityscape's portion of the fee for such services shall be \$2,500.00, with the balance of the fee remaining with the Town.

- C. Additional individual services, if required and approved in advance by the Town Council, shall be compensated in accordance with Attached Exhibit B.
5. Information provided: Consultant shall provide Town with a schedule of required information necessary from each provider participating in the Master Plan, which providers shall be required to furnish to Consultant (as mandated by the ordinance contemplated herein), including but not limited to the following information;
- A. Location of existing facilities within the Town with the design criteria;
  - B. Location of planned facilities for the next 12-month period;
  - C. Master plan of development for future growth for such provider;
  - D. List of all frequencies utilized at all sites (transmit and receive).
6. Notices. Whenever any notice is required or permitted, such notice shall be in writing and shall be deemed duly given if delivered to the address of the party to be notified or if deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the party to be notified as follows:

Town: Town of Davie  
6591 Orange Drive  
Davie, FL 33314  
Attn: Mark Kutney, AICP, Development Services Director  
Telephone: (954) 797-1101; Fax (954) 797-1119

PLUS ADDITIONALLY (NOTICE TO BOTH MUST BE GIVEN):

Town Administrator  
6591 Orange Drive  
Davie, Florida 33314  
Attn: Town Administrator  
Telephone: (954) 797-1030; Fax: (954)797-2061

CityScape: CityScape Siting & Management, Inc.  
3300 University Drive, Suite 629  
Coral Springs, FL 33065  
Attn: Kay Miles, Business Manager  
Telephone: (954) 757-8668; Fax (954) 757-9994

Notices shall be deemed received on the date of delivery to such address or, if mailed, on the date stamped on the return receipt. Either party may change its address for delivery of notice by giving notice of change of address in compliance with the terms of this Section.

7. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties

and supersedes all offers, negotiations, proposals and any other agreement of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of this Agreement shall be in writing and executed by both parties hereto.

8. Venue. In the event of any litigation arising out of this agreement, the parties hereto agree that the 17<sup>th</sup> Judicial Circuit in and for Broward County, Florida is the proper venue for any such action. In the event that litigation results from or arises out of this Agreement or the performance thereof, the parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled.
9. Authority. Each party hereto represents to the other party that such individual executing this Agreement on behalf of that party is authorized by the requisite action of the party to execute this Agreement.
10. Governing Law. This Agreement shall be construed in accordance with Florida law.

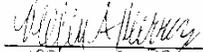
IN WITNESS WHEREOF, CityScape and Town have signed this Agreement as of the day and year first above written.

CONSULTANT:

CITYSCAPE SITING & MANAGEMENT, INC.

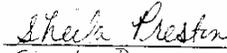
By:   
ANTHONY LEPORE, U.P.

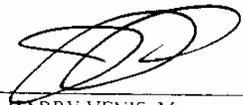
Witness:

  
PRISCILLA WILLY  
Print Name

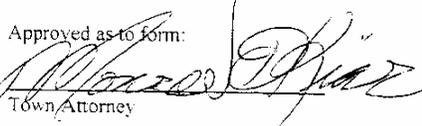
TOWN OF DAVIE

Witness:

  
Sheila Preston  
Print Name

By:   
HARRY VENIS, Mayor

Approved as to form:

  
Town Attorney

EXHIBITA

Professional Fees  
Schedule of Time and Fees for Contracted  
Professional Engineering and Legal Services

LEGAL

A – Review of Existing Ordinance – 6 hours	
B – Legal Portion of Public Workshop to determine Town Wireless needs and desires, additional consultation with Town staff to ascertain components of interim ordinance – 16 hours (workshop time 2 legal staff) 16 hours (additional consultation) = 32 hours	
C – Drafting, review and revision of interim ordinance, presentation to Town Council regarding adopting of same – 30 hours	
D - Finalization and revision of interim ordinance into final ordinance after adoption and application of Master Plan - 15 hours	
TOTAL LEGAL: 83 HOURS @ 185.00 p/h =	\$15,355.00

ENGINEERING AND CONSULTING:

A – Assessment of Existing Facilities – \$125.00 per hour not to exceed a total of \$7,500.00 – Town <u>may</u> provide staff to assist in assessment - \$7,500.00	
B – Assessment of Public Lands – \$125.00 per hour not to exceed a total of \$7,500.00 – Town <u>shall</u> provide staff to assist in assessment - \$7,500.00	
C – GIS Data Analysis from Town resources – 40 hours -	\$9,000.00
D – Compilation of Data, engineering and computer modeling, Development, review and revision of draft Master Plan reflecting Current wireless state for Town of Davie and projecting wireless Facility growth patterns based upon availability of public sites and Zoning restrictions adopted in interim ordinance, presentation of Draft Master Plan for adoption by Town Council - 120 hours	\$20,000.00
TOTAL ENGINEERING AND CONSULTING -	\$44,000.00
TOTAL CONTRACT SERVICES.....	\$59,355.00

The amount listed in Exhibit A is the maximum that the Town could be charged for the services indicated in Exhibit A. A reduction in this price can be realized if Town staff performs some of the services listed under Engineering and Consulting (items A & B).

EXHIBIT B

*Professional Fees*

Schedule of Fees Per Diem for  
Professional Engineering and Legal Services

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**Legal Services and Research**

All Legal Services	\$ 185.00	Hourly
Paralegal/Research	\$ 75.00	Hourly

**Engineering Services & Expert Testimony**

All Engineering Services	\$ 175.00	Hourly
Full-day Engineering	\$ 1,400.00	Daily
Site Plan and RF Review	\$ 2,500.00	Per Plan
Site Plan and RF Review including site visit and field work	\$ 2,500.00	Per Plan plus Field/Travel Work costs
Site Plan and RF Review including site visit and field work including Public Hearing Testimony	\$ 2,500.00	Per Plan plus all related Field Work and Travel costs

**Field/Travel Work**

Travel Time	\$ 75.00	Hourly
Full-day Travel	\$ 900.00	Daily

**Other Expenses**

Other related	Billed at cost.
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## Events

### CITYSCAPE CONSULTANTS, INC.

**Document Number**    P97000061559  
**Date Filed**            07/14/1997  
**Effective Date**        None  
**Status**                  Active

Event Type	Filed Date	Effective Date	Description
NAME CHANGE AMENDMENT	08/20/2002		OLD NAME WAS : CITYSCAPE SITING AND MANAGEMENT, INC.

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

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DIVISION OF CORPORATIONS

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Previous on ListNext on ListReturn To List

Entity Name Search

EventsName History

## Detail by Entity Name

### Florida Profit Corporation

CITYSCAPE CONSULTANTS, INC.

### Filing Information

<b>Document Number</b>	P97000061559
<b>FEI Number</b>	650774658
<b>Date Filed</b>	07/14/1997
<b>State</b>	FL
<b>Status</b>	ACTIVE
<b>Last Event</b>	NAME CHANGE AMENDMENT
<b>Event Date Filed</b>	08/20/2002
<b>Event Effective Date</b>	NONE

### Principal Address

7040 W PALMETTO PK RD  
STE 4, PMB 652  
BOCA RATON FL 33433 US  
Changed 04/26/2005

### Mailing Address

7040 W PALMETTO PK RD  
STE 4, PMB 652  
BOCA RATON FL 33433 US  
Changed 04/26/2005

### Registered Agent Name & Address

EDWARDS, RICHARD L  
7040 W PALMETTO PK RD  
STE 4, PMB 652  
BOCA RATON FL 33433  
Address Changed: 04/26/2005

### Officer/Director Detail

**Name & Address**

Title D

EDWARDS, RICHARD L  
7040 W PALMETTO PK RD, #4, PMB 652

BOCA RATON FL 33433

Title VS

LEPORE, ANTHONY T  
7040 W PALMETTO PK RD. #4, PMB 652  
BOCA RATON FL 33433

Title VT

MILES, MARY KAY  
7040 W PALMETTO PK RD. #4, PMB 652  
BOCA RATON FL 33433

### Annual Reports

Report Year Filed Date

2005 04/26/2005

2006 03/21/2006

2007 04/26/2007

### Document Images

- 1. 2007 Annual Report
- 2. 2006 Annual Report
- 3. 2005 Annual Report
- 4. 2004 ANNUAL REPORT
- 5. 2003 ANNUAL REPORT
- 6. 2002 Tax Return
- 7. 2001 ANNUAL REPORT
- 8. 2000 ANNUAL REPORT
- 9. 1999 ANNUAL REPORT
- 10. 1998 ANNUAL REPORT
- 11. 1997 ANNUAL REPORT
- 12. 1996 Profit Affidavit

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

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Entity Name Search

[Events](#) [Name History](#)

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## 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) <b>CityScape Consultants, Inc.</b>	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ .....	
	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.) <b>7040 W Palmetto Park Rd, Ste 4, PMB 652</b>	
City, state, and ZIP code <b>Boca Raton, FL 33433</b>		
List account number(s) here (optional)		
Requester's name and address (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

Social security number								
or								
Employer identification number								
6	5	0	7	7	4	6	5	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.)

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <b>7-1-2007</b>
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### Purpose of Form

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

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

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

**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.

**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).

**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 to Form W-9 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.

**Town of Davie  
Vendor/Bidder Disclosure**

I, Kay Miles, 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: CityScape Consultants, Inc.  
Address: 7040 W Palmetto Park Rd.  
Suite 4, PMB 652  
Boca Raton, FL 33433  
FEIN 65-0774658  
State and date of incorporation Florida, 1997

**OWNERSHIP DISCLOSURE AFFIDAVIT**

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

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

Full Legal Name	Address	Ownership
<u>Richard L. Edwards, 7040 W Palmetto Park Rd #4, Boca Raton, FL 33433</u>		<u>54%</u>
<u>Anthony T. Lepore, 7040 W Palmetto Park Rd #4, Boca Raton, FL 33433</u>		<u>29%</u>
<u>Mary K. Miles, 7040 W Palmetto Park Rd #4, Boca Raton, FL 33433</u>		<u>18%</u>

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

Full Legal Name

Address

N/A

By: *Mary Kay Miles*  
Signature of Affiant

Date: 11-5-2007

Mary Kay Miles  
Print Name

SUBSCRIBED AND SWORN TO or affirmed before me this 5<sup>th</sup> day of November 2007, by Mary Kay Miles, he/she is ~~personally~~ known to me or has presented FL. Drivers Lic. as identification.

*Wayne L. Nichols*  
Notary Public, State of Florida at Large

Wayne L. Nichols.  
Print or Stamp of Notary

Serial Number

My Commission Expires : 2/12/2010

