## Plantation Acres Improvement District Broward County Florida

#### 1701 NW 112<sup>th</sup> Avenue, Plantation, FL 33323 AGENDA September 23, 2021

Call to Order 7:00 P.M.

Pledge of Allegiance

Invocation

Roll Call

Approval of Attendance of Commissioners by Social Media or Telephone

Approval of Minutes

**Public Comment** 

Staff Reports

- I. Administrator's Report
- II. Attorney's Report

- III. Engineer's Report
  - A. CONSENTITEMS

None

B. QUASI-JUDICIAL ITEMS

The items in this section are quasi-judicial in nature. If you wish to object or comment upon any of these items, you must be sworn before addressing the Board of Commissioners, and if you wish to address the Board, you may be subject to cross-examination. If you refuse to submit to cross-examination, the Board of Commissioners will not consider what you have said in its final deliberations.

B1. Blessing Parcel (S2105.01)..... Site Data Record

C. BOARD ACTION ITEMS

C1. Pump Station #3 Rehabilitation (D1707.01-3)...... Bid Award

D. DISCUSSION ITEMS

D1. PAID Storm Web/Mobile Application (D2104.01)..... Discussion

D3. Violation Activity (D9611.01)......Summary

IV. District Manager's Agenda

**Old Business** 

**New Business** 

Adjournment

#### ATTORNEY'S STAFF REPORT

FOR September 23, 2021 MEETING

AGENDA ITEM No.: A

Action Required: Board Discussion

Item Description: Flex Zone 68 - Removal of Plantation Acres

P.A.I.D. Number: N/A

Attachments: Copy of letter sent to Mayor Lynn Stoner, dated September 1, 2021

Copy of presentation reference material from Donna Marie McCormack, dated 8/26/2021

Summary:

At the August 26, 2021 Board meeting a presentation by Donna Marie McCormack was made under public comment regarding a request for the Board to remove the Plantation Acres Improvement District from Flex Zone 68 within the City.

After some discussion, there was a motion to discuss this item at the September 23, 2021 Board meeting along with a motion to write a letter to the Mayor that this item will be placed on the September agenda for discussion and possible action.

Recommendation: N/A

**Comments:** District Staff will be available to answer any questions the Board may have.

Prepared by: DNT Date: 9/14/2021

2021-09-14 Attorney Staff Report COP Re-Zoning\_D2101.01.wpd

#### PLANTATION ACRES IMPROVEMENT DISTRICT LETTERHEAD

September 1, 2021

#### **VIA E-MAIL ONLY NEED MAYOR'S EMAIL ADDRESS**

Mayor Lynn Stoner City of Plantation 400 NW 73<sup>rd</sup> Avenue Plantation, FL 33317

RE: Flex Zone 68 – Removal of Plantation Acres

Dear Mayor Stoner:

On August 26, 2021, the Plantation Acres Improvement District received public comment from Ms. Donna Marie McCormack regarding the request to remove the Plantation Acres District from Flex Zone 68. Based upon Ms. McCormack's comments, the Plantation Acres Improvement District Board of Commissioners (the "District") agreed to place the item on the agenda for the September 23, 2021 District Board meeting for discussion and possible action.

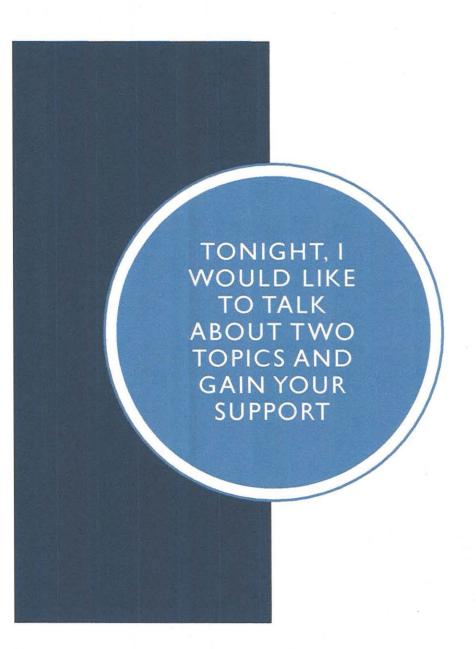
I am providing this letter to you as a courtesy so that the City of Plantation is aware of the upcoming discussion. Thank you for your consideration, and if you have any questions, please contact me directly.

Sincerely,

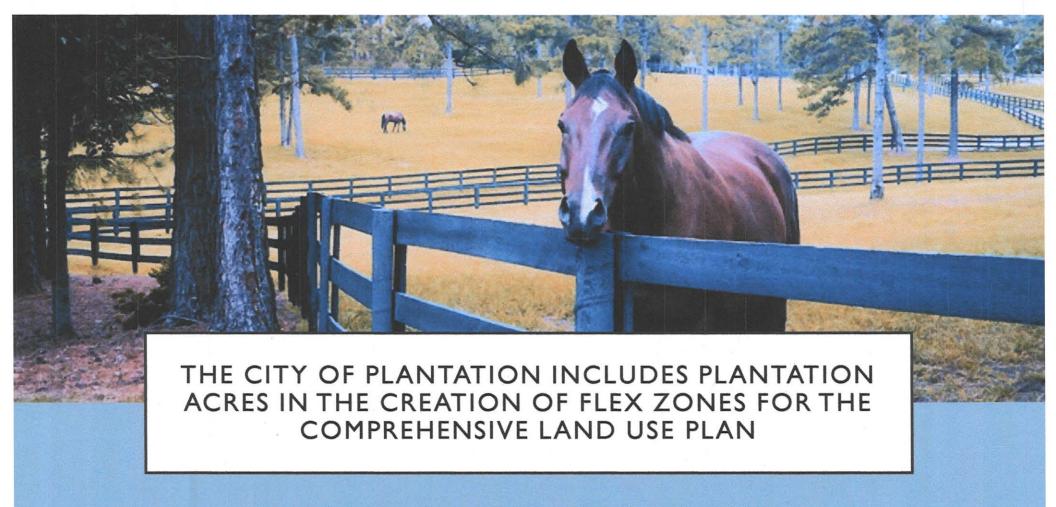
Stephen M. Nieset President/Chairman

cc: Plantation Acres Improvement District Board of Commissioners
Joseph Telles, District Administrator
David N. Tolces, District Counsel

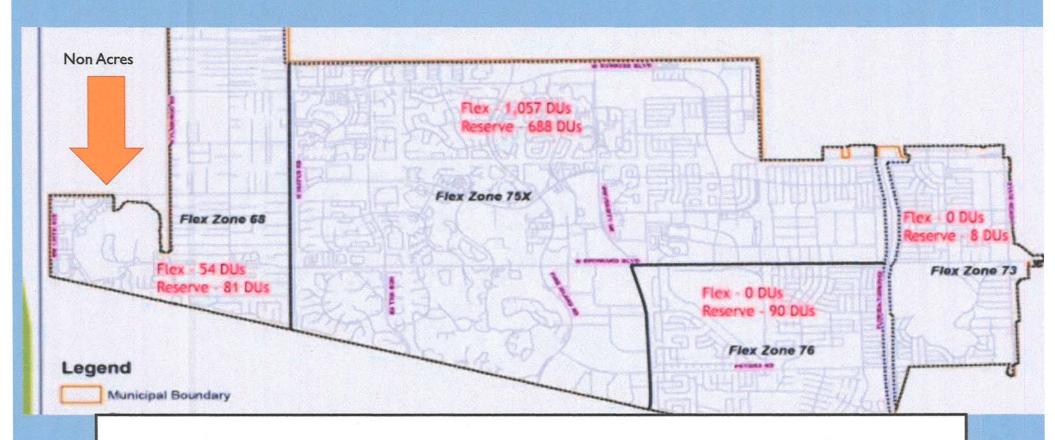
Donna Marie McCormack 1201 NW 114 Avenue Plantation, FL 33323 DISCUSSION
WITH
PLANTATION
ACRES
IMPROVEMENT
DIVISION
8/26/2021



- Review of Flex Zone 68 and to request your support in exempting Plantation Acres from Flex
- Request a review of the process that P.A.I.D. utilizes to approve site plans that involve rezoning to obtain resident input.



Plantation Acres is part of Flex Zone 68 with additional property included between Flamingo Road and 136th



SO WHAT IS WRONG WITH THIS PICTURE?

	FUT	TURE LA	ND USE		tation	TY ZONES	5 - June 20	21			
								7	. 1	тот	· A1
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	RESIDENTIAL 5 du/ac		THE PARTY OF	2,565	533	3,335	667	60	16	6,080	1,21
	RESIDENTIAL 5.8 du/ac					-		41	7	41	
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	RESIDENTIAL 8 du/ac	72	9		1					72	
The same of the sa	RESIDENTIAL 9 durac		TO THE			297	23			207	3
	RESIDENTIAL 10 du/ac	2,360	236	150	15	8,840	884	V-1		11,350	1,13
	RESIDENTIAL 10.8 du/ac	THE REAL PROPERTY.	TATORI	CAN DIE		1,717	159	No. of Lot		1,717	15
	RESIDENTIAL 11.5 du/ac					564	49			564	4
	RESIDENTIAL 12 du/ac		1	STATE OF THE PARTY.	COLUMN TO A STATE OF	516	43		Acres of the	516	- 4
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	RESIDENTIAL 15 du/ac		The same		1 - 5	2,295	153		-	2,295	15
	RESIDENTIAL 16 du/ac	896	56	256	16	5,024	314			6,176	38
	RESIDENTIAL 17.3 du/ac	10000	1		1	588	34			588	3
	RESIDENTIAI 19 du/ac					304	16			304	1
DASHLI	NE RESIDENTIAL 20 dulac		1000		SELECTION	702	14		The Real Property lies	702	1
	RESIDENTIAL 20 du/ac			140	7	360	18			500	2
DASH LINE	E RESIDENTIAL 20.1 du/ac		CONTRACTOR OF THE PARTY OF THE	1 3 5		287	5		THE RESERVE	287	
DASH LII	NE RESIDENTIAL 21 du/ac					602	24			602	2
	RESIDENTIAL 25 du/ac	THE WAY		275	31	4,900	196	100 St. 200 NO.	No. of Lot	5,175	20
DASH LI	NE RESIDENTIAL 25 du/ac					271	5			271	
	LOCAL ACTIVITY CENTER		24 1773	1.960	-	STATE !	1500	- 000	1-26-	1,960	
	RESIDENTIAL TOTALS	6,207	2,186	5,941	747	38,171	5,261	4,990	1,646	55,309	9,84
COU	NTY RESIDENTIAL TOTALS	6,267		5,941		40,952		4,990		58,150	
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	AFU UNITS	18		8		359		9	The same of	394	
	FLEX UNIT ASSIGNMENT						TO STATE OF				THE REAL PROPERTY.
	Veranda Phase 1 & 2 Midtown Phase 1 & 2	4				398 520					

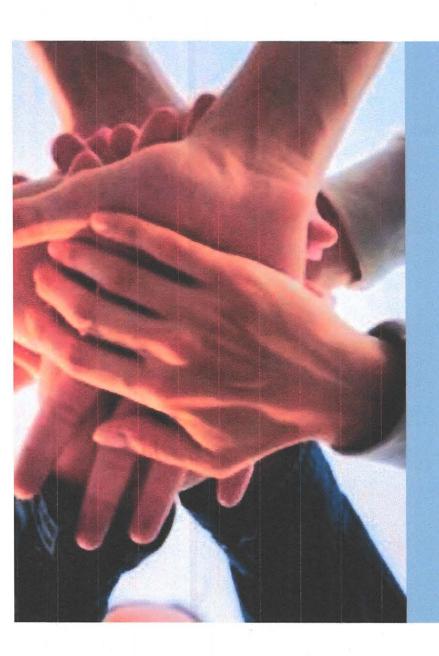
THE PREVIOUS MAP TOTALS 132 FLEX UNITS BUT THIS CHART TOTALS 172.

AND WHY WOULD THE ACRES HAVE OTHER AREAS THAT ARE IN FACT HIGHER DENSITY ZONED LIKE LAGO MAR INCLUDED IN OUR FLEX ZONE?

AND WHY SUGGEST PLANTATION ACRES BE CAPPED AT 172? WELL BECAUSE THE CITY WANTS 172 FLEX UNITS TO BE BUILT IN THE ACRES!



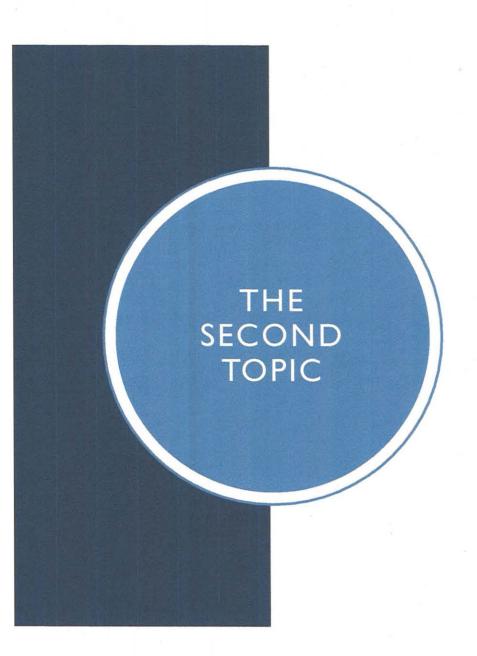
- Subdivision B. SPI-I Plantation Acres, Rural District
- Sec. 27-591. Intent. (a)
- The SPI-I district is of special and substantial public interest because of the need to develop and redevelop Plantation Acres by reason of its environmental constraints, its intended rural development under Broward County criteria prior to its annexation to the City of Plantation, and its life-style unique in the City of Plantation. This district has attributes which should be preserved while protecting the health, safety and welfare of the residents of Plantation Acres.



I AM RESPECTFULLY REQUESTING
THAT P.A.I.D. JOINS WITH PLANTATION
ACRES RESIDENTS IN MAKING TWO
REQUESTS TO THE CITY.

- 1) Plantation Acres is removed from Flex Zone 68 based on the additional property which is included and then the proposed cap for the Acres is recalculated.
- 2) Request Plantation Acres is totally exempted from Flex based on being a Special Public Interest District.

May we count on your support?



Request a review of the process that P.A.I.D. utilizes to approve site plans that propose rezoning and develop an early engagement process so that Plantation Acres residents can be involved.

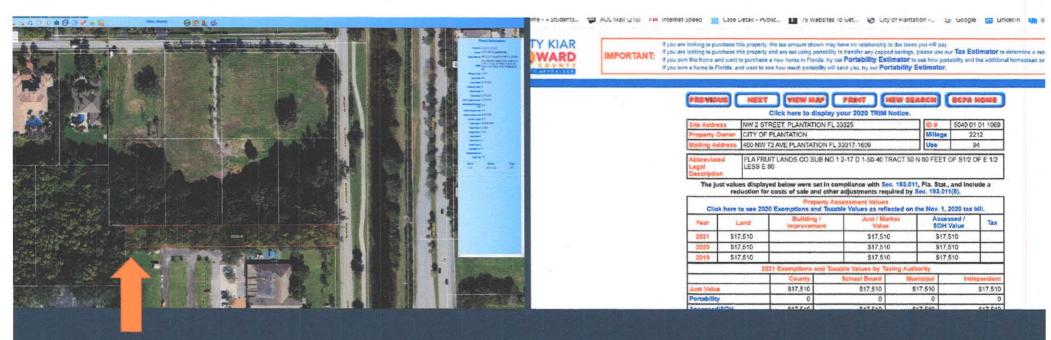


TO UNDERSTAND THIS BETTER LET'S LOOK AT THE CONFUSION SURROUNDING THE REFLECTIONS PROJECT THAT IS A CURRENTLY A HOT DISCUSSION TOPIC IN OUR COMMUNITY

PLAT PLAN FOR THE
PROPERTY ON 2<sup>ND</sup> STREET
WHICH WAS DESIGNED
FOR 11 HOMES

This is the site plan from the P.A.I.D. Map which shows the 50 ft Right of Way owned by the City of Plantation and the road then extended to gain access to lots 9,10 & 11





# AND HERE IS THE INFORMATION FROM THE BCPA SITE WHICH VALIDATES THE CITY OWNS THE 2<sup>ND</sup> STREET PROPERTY

On the left is the map from the BCPA website which shows the Right Of Way for 2<sup>nd</sup> Street in red and on the right are the folio particulars.

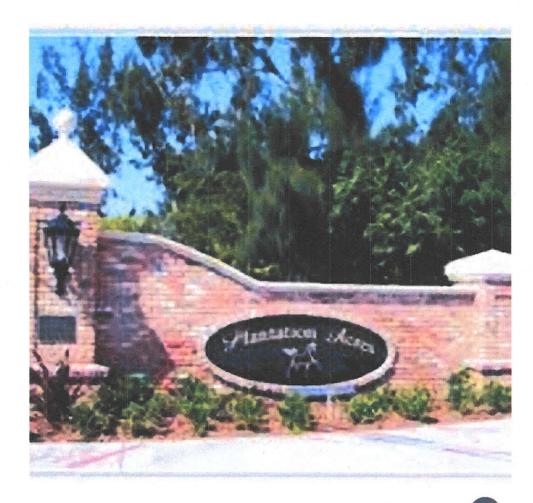
WHAT TOOK PLACE THAT P.A.I.D. APPROVED THIS CURRENT SITE PLAN AND ALIGNED WITH MOVING THE CITY OWNED 2<sup>ND</sup> ST AND THE APPLICATION OF FLEX?

And what can P.A.I.D and the residents of Plantation Acres do to work together earlier in the process if projects like this come up in the future?



RETAINING THE
LOOK AND FEEL OF
PLANTATION ACRES
AS A SPECIAL PUBLIC
INTEREST DISTRICT
REQUIRES A
PARTNERSHIP
BETWEEN P.A.I.D.
AND THE RESIDENTS.

How do we make that a reality?



#### **ATTORNEY'S STAFF REPORT**

FOR September 23, 2021 MEETING AGENDA ITEM No.: B

Action Required: Board Approval

Item Description: Resolution 2021-01

**P.A.I.D. Number:** D2109.02 (District Engineer)

Attachments: Proposed Resolution No. 2021-01

Summary: This Resolution will amend the District's Policy & Procedures Manual with respect to fees collected at time

of permit application.

Table 1 (Exhibit A) is the Fixed Fee Schedule. Table 2 (Exhibit B) is the Fee Deposit Schedule.

The purpose of this amendment is to reimburse the District for its engineering, legal and accounting costs incurred in review of an application for development approval or for a permit.

These Policy & Procedures Manual Revisions have been prepared by Winningham & Fradley, Inc. and coordinated between District Engineer, District Administrator and District Attorney.

**Recommendation:** Approve

**Comments:** District Staff will be available to answer any questions the Board may have.

Prepared by: WTV Date: 9/14/2021 2021-09-14 Staff Report.D2109.02.wpd

#### PLANTATION ACRES IMPROVEMENT DISTRICT

#### **RESOLUTION 2021-01**

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE PLANTATION ACRES IMPROVEMENT DISTRICT TO PROVIDE FOR AN AMENDMENT TO SECTIONS 5.4.4 AND 5.4.5 OF THE PLANTATION ACRES IMPROVEMENT DISTRICT'S POLICES AND PROCEDURES MANUAL TO PROVIDE FOR AN ADJUSTMENT OF THE FIXED FEE SCHEDULE AND FEE DEPOSIT SCHEDULE; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Board of Commissioners of the Plantation Acres Improvement District (the "District") adopted a Policies and Procedures Manual which in part sets forth rules governing the conduct of the administrative operations of the District;; and

WHEREAS, the District adopted a fee schedule for application to the District for development approval and permits; and

WHEREAS, the fee schedule is intended to reimburse the District for its engineering, legal, and accounting costs incurred in the review of an application for development approval or for a permit application and approval; and

WHEREAS, the District Board of Commissioners desires to amend the District's fee schedule, which was last amended in 2007, in order to provide for the ability to collect fees that will cover the current costs incurred by the District to review applications for development approval and the issuance of permits;

WHEREAS, the District Board of Commissioners finds that this Resolution is consistent with the District's Charter, and serves a public purpose.

# NOW, THEREFORE, BE IT RESOLVED BY THE PLANTATION ACRES IMPROVEMENT DISTRICT, THAT:

**Section 1. Incorporation of Recitals.** Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference.

Section 2. That Section 5.4.4, "Fixed Fee Schedule," of the Plantation Acres Policy and Procedures Manual is hereby amended as provided in Exhibit "A," which is attached hereto and incorporated herein by reference.

Section 3. That Section 5.4.5, "Fee Deposit Schedule" of the Plantation Acres Policy and Procedures Manual is hereby amended as reflected in Exhibit "B," which is attached hereto and incorporated herein by reference.

<u>Section 4.</u> Conflicting Resolutions. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

<u>Section 5.</u> Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED BY THE PLANTATOIN ACRES IMPROVEMENT DISTRICT THIS \_\_\_\_\_DAY OF SEPTEMBER, 2021.

PLAN	TATION ACRES IMPROVEMENT DISTRICT
BY:	
<i>D</i> 1	STEPHEN NIESET, PRESIDENT/CHAIRMAN

### EXHIBIT A

#### **Table 1 Fixed Fee Schedule**

APPLICATION FOR:	AMOUNT
<b>Building Permit</b> for minor filling for maintenance or repair (as determined by the District Engineer)	No charge
Building Permit for fence repair or replacement in same previously permitted location.	No charge
<b>Building Permit</b> for new fence outside of District's easements and located more than 15 feet from property lines	No charge
<b>Building Permit</b> for new fence located within a District Easement or within 15 feet of a property line.	<u>\$125.00</u> <u>\$100.00</u>
Building Permit for new driveway or driveway expansion.	<u>\$200.00</u> <del>\$100.00</del>
<b>Building Permit</b> for miscellaneous structure or facility requiring minor filling or grading (as determined by the District Engineer).	<u>\$150.00</u> <del>\$75.00</del>
<b>Building Permit</b> for shed on grade and located more than 15 feet from property lines or structures built on previously permitted and constructed slabs. No filling is permitted.	No charge
Encroachment Agreement	<u>\$400.00</u> <del>\$225.00</del>
Release of Reservation	<u>\$500.00</u> <del>\$300.00</del>
Site Data Record	<del>\$450.00</del>
Special Meetings requested by Applicant to assist in the development process	Refer to paragraph
<b>Special Items</b> requiring Board approval presented by resident of Plantation Acres. Fee is applied to each Board Meeting.	<u>\$150.00</u> <del>\$100.00</del>

### EXHIBIT B

#### ${\bf Table~2~- Fee~Deposit~Schedule}$

APPLICATION FOR:	AMOUNT
Building Permit for new home construction.	\$1,000.00 <del>\$500.00</del>
Building Permit for house addition on a previously approved pad - no additional filling required.	<u>\$300.00</u>
Building Permit for house addition or additional structure requiring filling.	<u>\$800.00</u> <u>\$400.00</u>
<b>Building Permit</b> for a new pool on a previously approved area, as shown on an original building permit - no substantial additional filling required.	\$300.00 \$150.00
Building Permit for a new pool requiring major lot regrading.	<u>\$800.00</u>
Building Permit for vacant lot clearing only.	<u>\$200.00</u> <del>\$100.00</del>
Building Permit for vacant lot filling or clearing and filling.	<u>\$400.00</u> <del>\$200.00</del>
Certificate of Occupancy for new construction.	<u>\$400.00</u>
Building Permit for filling and/or regrading on a developed lot with an existing home.	<u>\$600.00</u>
Site Development Plans	\$5,000.00 <del>\$3,000.00</del>
Plats for Single Family Lots less than 5 acres	\$2,000.00 \$1,000.00
Plats for other than Single Family Lots less than 5 acres	\$4,000.00 \$2,000.00
Variance requests	<u>\$1,500.00</u> <del>\$1,000.00</del>
Easement Vacation	\$1,000.00
Site Data Record	<u>\$1,000.00</u>

#### **ENGINEER'S STAFF REPORT**

FOR September 23, 2021 MEETING

AGENDA ITEM No.: B1

Action Required: Board Approval (Quasi-Judicial)

Item Description: Blessing Residence

Site Data Record

**P.A.I.D. Number:** S2105.01

Attachments: Blessing Parcel - Site Data Record

Application Information

**Summary:** This application meets the criteria of the District, including the dedication of the required drainage easements

and restrictive covenant for drainage purposes. Approval of this item shall constitute the following:

1) Approval of the Site Data Record document;

2) Acceptance of the easements and covenant provided to PAID;

3) Ratification of any right-of-way, easement, and/or covenant previously recorded;

4) Approval for the recordation of any right-of-way, easement, and/or covenant executed and

delivered but not recorded.

Recommendation: APPROVE

**Comments:** The Chairman may sign the original after Board approval and after the owner and surveyor have signed the

original.

Prepared by: CJF Date: 9/16/21 2021-09-23 \$2105.01 Staff Report.wpd

# BLESSING PARCEL

## SITE DATA RECORD

A PORTION OF TRACT 17, "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1", AS RECORDED IN PLAT BOOK 2, PAGE 17, OF THE PUBLIC RECORDS OF MIAMI/DADE COUNTY, FLORIDA. LYING AND BEING IN SECTION 1, TOWNSHIP 50 SOUTH, RANGE 40 EAST, CITY OF PLANTATION, BROWARD COUNTY, FLORIDA.

	NW 8TH	STREET	-
,	32	17	
UE	31	18	NC
E	30	19	7
V	29	20	7
H	28	20 21	877
124	27	22	116
NW 124TH AVENUE	26	23 24	NW 118TH AVENUE
$\geq$	25	24	
-			

LOCATION SKETCH NW 1/4 OF SECTION 1-50-40 NOT TO SCALE

NW 4TH STREET

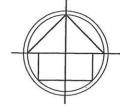
#### NOTES:

- 1) STATE PLANE COORDINATES AND GRID BEARINGS SHOWN HEREON ARE RELATIVE TO THE NATIONAL GEODETIC SURVEY TRANSVERSE MERCATOR COORDINATES, FLORIDA EAST ZONE, GRID NORTH AS SHOWN ON THE "STONER/KEITH RESURVEY NO. 11" AS RECORDED IN MISCELLANEOUS PLAT BOOK 4, PAGE 20 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AS TRANSFORMED TO THE NORTH AMERICAN VERTICAL DATUM OF 1983 WITH THE 1990 ADJUSTMENT. THE BEARING REFERENCE LINE IS THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 50 SOUTH, RANGE 40 EAST, SAID LINE BEARS NORTH 89°26'41" EAST.
- 2) ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88), BENCHMARK DESCRIPTION : BROWARD COUNTY BENCHMARK # 0418. ELEVATION = 5.72' (NAVD88)
- 3) N 656976.189 DENOTES FLORIDA STATE PLANE COORDINATES E 893537.373
- 4) FLOOD ZONE : AH, BASE FLOOD ELEVATION 6.0 FEET, PER FLOOD INSURANCE RATE MAP 120054 0345 H, MAP INDEX DATED 08/18/14.

UTILITIES	DEPARTMENT:
UTILITIES	DEI AITTIVILIAI.

UTILITY EASEMENTS, IF ANY, ARE APPROVED AS SHOWN.

BY:		
	DEPARTMENT	DATE



#### PLANTATION ACRES IMPROVEMENT DISTRICT:

THE DRAINAGE EASEMENTS SHOWN HEREON AS RECORDED IN OFFICIAL RECORDS BOOK , PAGE AND INSTRUMENT NUMBER OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, ARE ACCEPTABLE TO THE PLANTATION ACRES IMPROVEMENT DISTRICT, A FLORIDA PUBLIC CORPORATION, THIS PROPERTY IS ALSO SUBJECT TO A DECLARATION OF RESTRICTIVE COVENANTS RECORDED IN INSTRUMENT , OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. PLANTATION ACRES IMPROVEMENT DISTRICT DRAINAGE EASEMENTS SHOWN HEREON ARE HEREBY DEDICATED TO THE PLANTATION ACRES IMPROVEMENT DISTRICT FOR DRAINAGE PURPOSES AND FOR PURPOSES OF INGRESS/ EGRESS FOR OPERATION, AND MAINTENANCE BY P. A. I. D. SHALL NOT BE OBLIGATORY.

BY:	
CHAIRMAN	DATE

#### CITY REVIEW COMMITTEE:

THIS IS TO CERTIFY THAT THE CITY REVIEW COMMITTEE OF THE CITY OF PLANTATION HAS APPROVED AND ACCEPTED THIS SITE DATA \_\_ DAY OF \_\_

BY:	
CHAIRMAN	

#### CITY COUNCIL:

THIS IS TO CERTIFY THAT THIS SITE DATA RECORD HAS BEEN APPROVED AND ACCEPTED FOR RECORDING FLORIDA, BY RESOLUTION NO. \_\_\_\_\_ DAY OF AND ACCEPTED FOR RECORDING BY THE CITY COUNCIL, PLANTATION, \_\_\_\_ ADOPTED BY SAID

BY:	BY:
MAYOR	CITY CLERK
CITY OF PLANTATION	CITY OF PLANTATION

#### **ENGINEERING DEPARTMENT:**

ROAD RIGHT-OF-WAY REQUIREMENTS HAVE BEEN SATISFIED AS INDICATED

BY:				
PLANTATION	ENGINEERING	DEPARTMENT	DATE	

## PREPARED BY:

## COUSINS SURVEYORS & ASSOCIATES, INC.



3921 SW 47TH AVENUE, SUITE 1011 DAVIE, FLORIDA 33314 CERTIFICATE OF AUTHORIZATION : LB # 6448 PHONE (954) 689-7766 FAX (954) 689-7799

#### CONSENT BY OWNER:

KNOWN ALL MEN BY THESE PRESENTS: THAT KYLE MATTHEW BLESSING. OWNER OF THE LANDS SHOWN AND DESCRIBED ON THIS SITE DATA RECORD, DOES HEREBY RATIFY AND CONSENT TO ALL EASEMENTS PREVIOUSLY CONVEYED AND REFERRED TO HEREIN.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL THIS \_\_\_\_\_\_ DAY OF SEPTEMBEL, 2021.

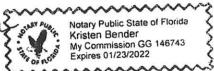
WITNESS: WITNESS: PRINT NAME: Yorked Alhussam WITNESS

ACKNOWLEDGEMENT:

COUNTY OF BROWARD

THE FOREGOING CONSENT BY OWNER WAS ACKNOWLEDGED BEFORE ME BY MEANS OF PHYSICAL PRESENCE OR ONLINE NOTARIZATION, THIS TO DAY OF SECTION OF PHYSICAL PRESENCE OR ONLINE NOTARIZATION, THIS TO DAY OF SECTION OF PHYSICAL PRODUCED AS IDENTIFICATION.

NOTARY PUBLIC THE STATE OF FLORIDA AT LARGE MY COMMISSION EXPIRES:



Notary Public State of Florida Notary Public State Kristen Bender My Commission G Expires 01/23/202 My Commission GG 146743 Expires 01/23/2022

#### SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THIS SITE DATA RECORD IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED AND DESCRIBED HEREON AND THE SITE DATA RECORD WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION AND THAT THIS DATA COMPLIES WITH ALL THE CITY COUNCIL APPROVED GUIDELINES OF THE CITY'S PLANNING CONSULTANTS AS TO LOCATION OF EASEMENTS AND RIGHT-OF-WAY REFERRED TO HEREIN AND ALL REQUIREMENTS OF THE PLANTATION ACRES IMPROVEMENT DISTRICT. THE P. R. M. 'S AS SHOWN ON THE SITE DATA RECORD HAVE BEEN SET WHERE INDICATED. ALL COORDINATES AND BENCHMARKS CONFORM TO THIRD ORDER ACCURACY. THE SURVEY INFORMATION MEETS THE MINIMUM REQUIREMENTS ADAPTED BY THE FLORIDA SOCIETY OF SURVEYORS' AND MAPPERS AND THE FLORIDA LAND TITLE ASSOCIATION, AS WELL AS THE MINIMUM TECHNICAL STANDARDS SET FORTH IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, OF THE RULES OF THE DEPARTMENT OF PROFESSIONAL REGULATION, BOARD OF LAND SURVEYORS, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND CONFORMS TO THE MINIMUM REQUIREMENTS ADOPTED BY THE FLORIDA ADMINISTRATIVE CODE, SECTION 5J-17.050 ET SEQ. ALL RECORDED EASEMENTS, RIGHTS- OF-WAY FOR UTILITIES. WATERWAYS, DRAINAGE, ACCESS AND OTHER INFORMATION PERTAINING TO THIS SITE HAVE BEEN INDICATED HEREON. THIS SITE DATA RECORD IS CERTIFIED TO AND FOR THE RELIANCE BY THE PLANTATION ACRES IMPROVEMENT DISTRICT, A FLORIDA PUBLIC CORPORATION.

RICHARD E. COUSINS PROFESSIONAL SURVEYOR AND MAPPER FLORIDA REGISTRATION NO. 4168

CSA. PROJECT NO. : 9531-21

Ridal E. Con

SHEET 1 OF 2

# BLESSING PARCEL

## SITE DATA RECORD

LEGAL DESCRIPTION:

LAND DESCRIPTION:

THE WEST ONE HUNDRED THIRTY FEET (W 130') OF THE EAST ONE HUNDRED FORTY FEET (E 140') OF TRACT SEVENTEEN (17) IN THE SUBDIVISION OF SECTION 1, TOWNSHIP FIFTY SOUTH (50 S), RANGE FORTY EAST (40 E), OF FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 17, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

A/K/A A PORTION OF LOT FOUR (4), TRACT SEVENTEEN (17), OF PLANTATION ACRES, UNRECORDED.

LESS RIGHT OF WAY DEDICATION:

A PORTION OF TRACT 17 IN THE SUBDIVISION OF SECTION 1, TOWNSHIP 50 SOUTH, RANGE 40 EAST, OF "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 17, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID TRACT 17;

THENCE SOUTH 89'26'41" WEST ALONG THE NORTH LINE OF SAID TRACT 17, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING:

THENCE SOUTH 00°11'13" EAST, A DISTANCE OF 15.00 FEET;

THENCE SOUTH 89°26'41" WEST ALONG A LINE 15.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID TRACT 17, A DISTANCE OF 130.00 FEET;

THENCE NORTH 00°11'13" WEST, A DISTANCE OF 15.00 FEET;

THENCE NORTH 89°26'41" EAST ALONG THE NORTH LINE OF SAID TRACT 17, A DISTANCE OF 130.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

#### LEGEND:

7.59

FNT

**ELEVATION** 

FOUND NAIL AND TAB

LICENSE BUSINESS

LEGEND:			
CKD CONC DWN FB/PG SIR SNC FIR FIP FNC FND P.B. B.C.R.	CONCRETE DRAWN BY FIELD BOOK AND PAGE SET IRON ROD & CAP #6448 SET NAIL AND CAP #6448 FOUND IRON ROD FOUND IRON PIPE FOUND NAIL AND CAP FOUND NAIL & DISC PLAT BOOK BROWARD COUNTY RECORDS WOOD POWER POLE	P.O.C. P.O.B. FPL	FLORIDA POWER & LIGHT NON-VEHICULAR ACCESS LINE POINT OF TERMINATION REFERENCE BUILDING SANITARY SEWER MANHOLE BELL SOUTH CONCRETE LIGHT POLE ELECTRIC BOX OFFICIAL RECORDS BOOK CLEAR
CBS		PRM	PERMANENT REFERENCE MONUMENT
A/C	AIR CONDITIONER	PCP	PERMANENT CONTROL POINT

A PORTION OF TRACT 17, "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1", AS RECORDED IN PLAT BOOK 2, PAGE 17, OF THE PUBLIC RECORDS OF MIAMI/DADE COUNTY, FLORIDA. LYING AND BEING IN SECTION 1, TOWNSHIP 50 SOUTH, RANGE 40 EAST, CITY OF PLANTATION, BROWARD COUNTY, FLORIDA.

SITE NET AREA=39,038 SQ.FT. 0.8962 ACRES SITE GROSS AREA=42,938 SQ.FT.





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NW 124TH AVENUE	27	22 23	NW 118TH AVENUE
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>	25	24	

LOCATION SKETCH NW 1/4 OF SECTION 1-50-40

NW 4TH STREET

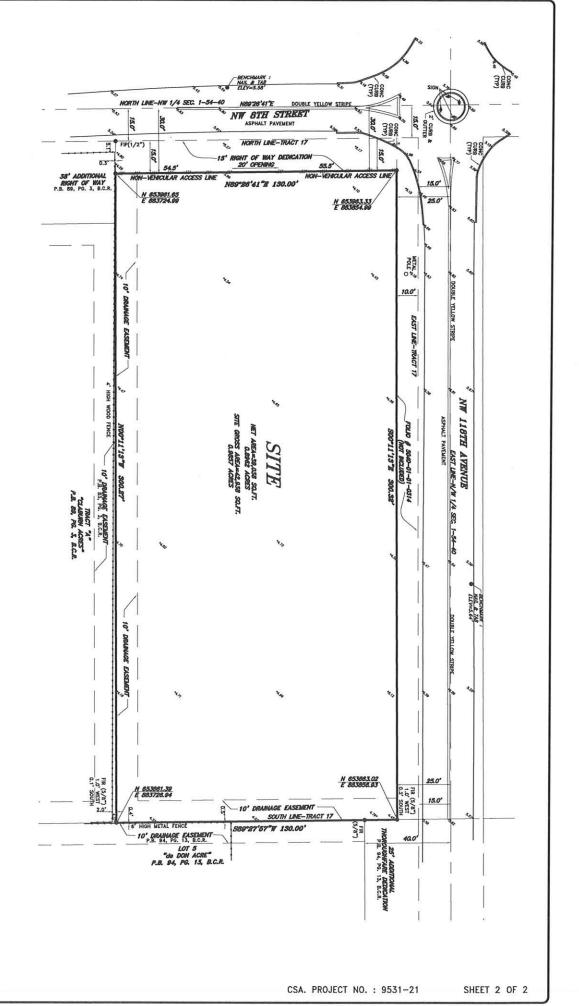
NOT TO SCALE

PREPARED BY:

COUSINS SURVEYORS & ASSOCIATES, INC.



3921 SW 47TH AVENUE, SUITE 1011 DAVIE, FLORIDA 33314 CERTIFICATE OF AUTHORIZATION: LB # 6448 PHONE (954) 689-7766 FAX (954) 689-7799



## PLANTATION ACRES IMPROVEMENT DISTRICT BROWARD COUNTY, FLORIDA

1701 N.W. 112<sup>th</sup> Ave. Plantation, Florida 33325 Telephone: (954) 474-3092 Fax: (954) 474-3127

#### **APPLICATION INFORMATION**

**IMEGATA RECORD** 

□ PLAT

PROJECT NAME Bles	sing Residence	
LOCATION 11850 NV	V 8th St. & NW	8th St. Plantation, FL
DATE 4/6/2021		FOLIO NO. 5040-01-01-0313 & 5040-01-01-0314
OWNER:	NAME ADDRESS	Kyle Blessing 7070 NW 84th Ave. Parkland, FL 33067
	PHONE	(954) 740-9757
AGENT/SURVEYOR/ ENGINEER:	NAME ADDRESS	Cousins Surveyors & Associates, Inc. 3921 SW 47 Avenue, Suite 1011
	PHONE	Davie, FL 33314 (954) 689-7766
		A Company of the Comp

#### **LEGAL DESCRIPTION:**

THE WEST ONE HUNDRED THIRTY FEET (W 130') OF THE EAST ONE HUNDRED FORTY FEET (E 140') OF TRACT SEVENTEEN (17) IN THE SUBDIVISION OF SECTION 1, TOWNSHIP FIFTY SOUTH (50 S), RANGE FORTY EAST (40 E), OF FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 17, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

A/K/A A PORTION OF LOT FOUR (4), TRACT SEVENTEEN (17), OF PLANTATION ACRES, UNRECORDED.

PROPERTY ID NO.: 5040-01-01-0313

AND \\winnfrad.com\wfi\PROJECTS\PAID\General (88574)\WP\FORMS\Applications\ApplicationPlatSDR.wpd

FLA FRUIT LANDS CO SUB NO 1 2-17 D 1-50-40 TR 17 E 10 LESS RD A/K/A PT OF LOT 4 TR 17

#### **ENGINEER'S STAFF REPORT**

FOR September 23, 2021 MEETING

AGENDA ITEM No.: C1

Action Required: Board Approval

Item Description: Pump Station #3 Rehabilitation

**P.A.I.D. Number:** D1707.01-3

**Attachments:** Revised Form of Proposal Section 40 - Bid Pricing

#### Summary:

The project was advertised and bid. Four contractors and two publishing services picked up plans and specifications. On the bid opening date of July 13, 2021, only one Contractor, Hinterland Group, Inc. (Hinterland), submitted a bid. The Engineer's estimate was \$250,000. The total bid amount by Hinterland was \$388,580.00.

After detailed discussion at the July 22, 2021 Board meeting, the Board instructed WFI to negotiate and meet with the contractor at the site with hopes to achieve a lower price after the contractor performed a more detailed site and internal inspection of the pump station. This meeting and contract negotiating effort resulted with a lower bid price of approximately \$30,000.

At the August 26, 2021 Board meeting, there was a consensus by the Board for WFI to continue moving forward with Hinterland Group, Inc. (Hinterland) and to continue with their bid evaluation.

We reviewed and completed their bid evaluation. References were contacted and all that were spoken with gave a favorable evaluation. We found no indication that Hinterland Group, Inc. would not enter into a contract and adequately perform the work in a timely manner.

We have been coordinating with both District Administrator, Joe Telles & District Attorney, David Tolces regarding project funding and contract review. If this project is awarded tonight, we expect that the contract could be executed by November.

We hope to have a tentative construction schedule from the contractor to discuss by meeting time.

Recommendation: Award the Project to the sole bidder, Hinterland Group, Inc. and authorize the Chairman to sign the

Agreement upon completion of the contract documents, signed by the Contractor, and reviewed by the

District Attorney.

**Comments:** If project is awarded, District Engineer will issue the "Notice Of Award".

Prepared by: WTV Date: 9/13/2021 2021-09-13 Staff Report.D1707.01-3.wpd

40.1	MOBILIZ	ZATION / DE-MOBILIZATION		
	Mobilization and de-mobilization operations are expected for pump removal; wet well restoration; outfall replacement; and pump installations. Any and all costs associated with mobilization and de-mobilization shall be included in the lump sum items below.			
		PROJECT MOBILIZATION / DE-MOBILIZATION LUMP SUM TOTAL	\$0 ( Included)	
40.2	PUMP S	STATION 3		
	Furnish and install all labor and materials to construct the drainage improvements shown on the Engineer's Plan Sheets PD1 of 2 and PD2 of 2 accordance with the			
	associat	ed details, notes, criteria, and pollution prevention criteria and to restore the		
	area in li	ke kind. For purposes of determining the value of progress payments, the		
	value of the work shall be based on, but not limited to, the following:			
	40.2.1	40.2.1 DEMOLITION (EXTERNAL)		
		Furnish and install all labor, equipment and materials to isolate the wet		
		well and remove existing outfall, including but not limited to:		
	1	<ol> <li>mobilizing and eventual demobilizing for all activities,</li> </ol>		
		<ol><li>plugging both openings in the wet well (east opening will be permanent);</li></ol>		
		3. relocating and reconnecting existing telemetry antenna;		
		4. removing and disposing the easterly portion of the existing		
		outfall culvert and endwall;	-	
	5. filling with flowable fill the remaining segment of existing			
	outfall culvert to the plug; and,			
	6. filling and compacting affected area to above the water			
	level, based on the following lump sum cost:			
	based off the following fulfip sum cost.			
		DEMOLITION (EXTERNAL) LUMP SUM SUB-TOTAL	\$ 25,000.00	

40.2.2	DEMOLITION (INTERNAL)
	Furnish and install all labor, equipment and materials to remove and
	dispose all existing material from within the wet well and to prepare
	surface for welding and coating, including but not limited to:
	dewatering wet well and maintaining a dewatered condition,
1 1	removing and disposing of existing pump (belt to be
	salvaged);
	<ol><li>removing plates (could be re-purposed);</li></ol>
	<ol> <li>removing and disposing supports by cutting and grinding</li> </ol>
	welds;
	<ol><li>cleaning surface of buildup, rust and paint with abrasive</li></ol>
1	blasting;
	<ol> <li>removal, cleaning, hauling, &amp; disposal of debris to landfill;</li> </ol>
	and
	<ol> <li>realigning motor and remove brackets and repair concrete</li> </ol>
	floor.
	based on the following lump sum cost:
	DEMOLITION (INTERNAL) LUMP SUM SUB-TOTAL \$ 20,000.00
40.2.3	RECONDITION AND PREPARE WET WELL
	Furnish and install all labor, equipment and material to install new welded
	spool piece, re-clad wet well, permanent east plug, construct supports,
	and paint, including but not limited to:
	1 picking up, delivering, and installing the 30" DIP flanged spool piece
	(furnished by others), including but not limited to:
	1. supporting building foundation,
	2. excavation to wet well exterior,
	3. cutting of wet well to accept spool,
	4. installing flanged spool with bolt patterns aligned with pump and
	flapgate,
	5. welding both sides of flange as detailed on sheet PD1 of 2,
	6. temporarily plugging east end of spool, if necessary,
	7. backfilling and compacting to east end of spool, and
	8. removing temporary building supports,
	based on the following lump sum cost:
	<u>1</u> <u>L.S.</u> <u>at \$ 25,000.00 per L.S. = \$ 25,000.00</u>
	2 furnishing and installing full width 6.2' x 5' x 3/8" steel plate over 48"
	diameter opening for existing outfall (notched around flanged spool),
	including welds, based on the following estimated quantities and unit
	cost:

ĭ	Ĩ	1 000 05 4444 40 40000 05 05
		30.9 S.F. of plate at \$ 100.00 per S.F. = \$ 3,090.00
Į		60 L.F. of weld at \$ 180.00 per L.F. = \$ 10,800.00
		4 furnishing and installing 1/4" steel plates over corroded wall sections,
		including continuous weld, as required, based on visual inspection after
		well cleaning:
		1 S.F. of plate at \$ 100.00 per S.F. = \$ 100.00
1		1 L.F. of weld at \$ 180.00 per L.F. = \$ 180.00
		5 furnishing and installing supports for pump including but not limited to:
		1. 2 - welded L8x4x3/8" angle supports, and
		2. 2 - welded (or bolted) 71.8" MC 8"x20" channel supports,
		based on the following lump sum cost:
		<u>1</u> <u>L.S.</u> <u>at \$ 6,500.00 per L.S. = \$ 6,500.00</u>
		6 furnishing and installing 2 coats of 300-M-Koppers, or Carboline
		Bitumastic 300 M, or equal, coating on approximately 384 S.F. of wet
		well surface,
		based on the following lump sum cost:
		<u>1</u> <u>L.S.</u> <u>at \$ 4,500.00 per L.S. = \$ 4,500.00</u>
		Married A Breath temperature
		RECONDITION AND PREPARE WET WELL ESTIMATED SUB-TOTAL \$ 50,170.00
	40.2.4	FURNISH PUMP:
		Furnish equipment and materials for pump installation and connection to
		existing motor, including but not limited to:
		1. picking-up, delivering, storing, pump, base plate, and direct
		drive and shaft (furnished by others)
		<ol> <li>picking-up, delivering, storing 30" spool piece, direct drive, and shaft,</li> </ol>
		based on the following lump sum cost:
		adod on the following famp dam cook
		FURNISH PUMP LUMP SUM SUB-TOTAL \$100,020.00
	40.2.5	INSTALL PUMP
1	40.2.0	THO TALL TO WILL

Proposal

	Provide all labor and construction equipment for pump installation and	I
	connection to existing motor, including but not limited to:	
	<ol> <li>verifying and adjusting (if needed) supports,</li> </ol>	
	<ol><li>installing pump, base plate, and direct drive and drive shaft</li></ol>	
	(furnished by others) through existing roof hatch opening,	
	<ol><li>installing 30" spool piece and adjusting pump if necessary,</li></ol>	
	<ol> <li>connecting direct drive to motor,</li> </ol>	
	<ol><li>adjusting motor horizontal and vertical position,</li></ol>	
	based on the following lump sum cost:	
	INSTALL PUMP LUMP SUM SUB-TOTAL	\$10,000.00
40.2.6	FURNISH EXHAUST SYSTEM:	
	Furnish material for new exhaust system, including but not limited to:	
	<ol> <li>new hospital grade muffler (for 4" pipe) and hangers,</li> </ol>	
	<ol><li>new 4" exhaust pipe, fittings and hangers, and</li></ol>	
	3. heat wrap insulation,	
	based on the following lump sum cost:	
	FURNISH EXHAUST SYSTEM LUMP SUM SUB-TOTAL	\$4,500.00
40.2.7	INSTALL EXHAUST SYSTEM	
Provide all labor and construction, equipment for new exhaust system,		
	including but not limited to:	
	1. removing and disposing the existing system,	
	2. installing new hospital grade muffler (for 4" pipe) and hangers,	
	3. installing new 4" exhaust pipe, fittings and hangers, and	
	4. wrapping exhaust system with heat wrap insulation,	
	based on the following lump sum cost:	
	INSTALL EXHAUST SYSTEM LUMP SUM SUB-TOTAL	\$ 5,000.00
40.2.8	ENDWALL, 30"x36" DIP REDUCER, 30" DIP CULVERT, 36" DIP	
101210	OUTFALL, RIP-RAP SECTION AND FLAPGATE:	
	Furnish and install all labor, equipment and materials for endwall, 30"x36"	
	reducer, 30" DIP culvert, 36" DIP outfall and flapgate, including but not	
	limited to:	
	1 furnishing and installing winged endwall, based on the following unit cost:	
	<u>1</u> <u>endwall</u> <u>at \$ 12,000.00 per EACH = \$ 12,000.00</u>	
	2 furnishing and installing fill material, based on the following unit cost:	
	10 C.Y. of fill at \$ 15.00 per C.Y. = \$ 150.00	

	<ul> <li>picking-up, delivering, storing and installing 30"x36" DIP reducer, 30"</li> <li>DIP culvert, 36" DIP outfall and flapgate (furnished by others), including:         <ol> <li>connecting 30" DIP culvert to previously installed flanged spool,</li> </ol> </li> <li>connecting reducer and 36" DIP outfall to previously installed endwall,</li> <li>attaching flapgate, and</li> </ul>	
	4. backfill and finish grading.  4 furnish and install Rip-Rap Section (DSR1 of 1):  1. Type "A" Rip-Rap rock 19.75 CY,  2. Bedding stone 111 CY,  3. New fabric 600 SF	
	5 furnishing and installing sod, based on the following unit cost:  50 S.Y. of sod at \$ 15.00 per S.Y. = \$ 750.00  FURNISH & INSTALL ENDWALL, 30"X36" REDUCER, 30" DIP  CULVERT, 36" DIP OUTFALL, RIP-RAP SECTION AND FLAPGATE  ESTIMATED SUB-TOTAL	\$135,410.00
40.2.9.	SUBTOTAL  CONTINGENCY ALLOWANCE (subtotal for items 40.1 through 40.2.8 multiplied by 7.5%)	\$350,100.00 \$26,257.50
	LUMP SUM TOTAL FOR PROJECT PERFORMANCE BOND	\$8,000.00
TOTAL	PUMP STATION 3 LUMP SUM TOTAL  CONTRACT AMOUNT FOR PUMP STATION 3 AND ONE PERFORMANCE	\$384,357.50
	BOND	

BIDDER:

Company: Hinterland Group Inc. By: Chase Rogers, Project Director

Address: 2051 W Blue Heron Blvd Print Name, Title

Riviera Beach, FL 33404

Phone: 561-640-3503 Signature

Phone: 561-640-3503

Email: Info@Hinterlandgroup.com

#### **ENGINEER'S STAFF REPORT**

FOR September 23, 2021 MEETING AGENDA ITEM No.: <u>D1</u>

Action Required: Board Discussion

Item Description:	P.A.I.D Storm Web/Mobile Application (App)		
P.A.I.D. Number:	<u>D2104.01</u>		
Attachments:	Copy of presentation reference material by Samir Husain of Cenango Financial LLC, dated August 26, 2021		
Summary:	At the August 26, 2021 Board meeting a presentation by Samir Husain was made regarding a proposed mobile storm application (app) for the Board's consideration.		
	After the presentation, discussion followed regarding this and other potential applications.		
	A motion was passed to put this item on the agenda for continued discussion at the September 23, 2021 Board meeting and for possible action.		
Recommendation:	None		
Comments:			
Prepared by: WTV	Date: 9/14/2021 2021-09-14 Staff Report Storm Web Application.wpd		

# PLANTATION ACRES IMPROVEMENT DISTRICT (PAID)

# **District Alerts App**



#### SENDER:

Cenango Financial LLC 66 West Flagler Street, Suite 900 – #2913, Miami, FL 33130

Email: info@cenango.com Phone: 305-735-9540

#### **CLIENT:**

Plantation Acres Improvement District 1701 Old Hiatus Rd, Plantation, FL 33323 Email: \_\_\_\_\_

Phone: (954) 474-3092

#### INTRODUCTION

Proposal for PLANTATION ACRES IMPROVEMENT DISTRICT (hereafter referred to as "PAID" or "Client")

This document outlines a proposal for the design and development for a community information mobile app for the residents of PAID.

#### PAID APP FEATURES AND SCOPE

The PAID App would be developed for both Apple and Android devices and will available to the public for free via the Apple App Store or the Android Google Playstore.

The first phase of the App would have the following key features:

- 1. Dates and times of PAID meetings
- 2. Links to PAID web site
- 3. Pre-Storm preparation / Post Storm information based on upcoming storm alerts from the District Manager
- 4. Ability to upload a photo/s of a violation or an incident in the district.
- Secure backend portal (Content Management System- CMS) for district staff to upload Pre-Storm or Post Storm information.

#### **ABOUT CENANGO**

- Industry Experience Cenango was established in 2003 as a Florida corporation. We have developed hundreds of custom web and mobile apps for customers all around the world.
- Customized hardware (iOT) and software solutions We conduct a needs analysis of your business goals and objectives before any design or programming work begins. We partner with you and take the necessary steps to ensure a successful site.
- Proven Measurable Results We provide you with measurable results based on site traffic reports
  and click-through rates so you are able to visually measure increases in inquiries, sales, customer
  engagement and customer click through rates.
- Usability is our Key Focus Our apps are designed with the end user in mind. We conduct user studies to learn more about the potential user's needs and this data drives our design process.
- Scientific Methods Our systems are established on scientific research. Our team members have degrees and advanced degrees in technology, human factors design and business administration. Our work in the field of technology and Internet research has been published in academic journals, newspapers, featured on U.S. TV and presented at international conferences in the United States.
- Live Customer Support We will respond to your query within 24 hours via email, phone or fax.
   There are no automated emails or complicated phone services to go through!

#### **PROJECT PLAN**

The project will proceed according to the following phases:

#### Phase 1

**Needs Analysis** - Upon approval of this proposal CENANGO will commence gathering information for the PAID app.

**Project Planning -** A project plan document will be created in conjunction with key stakeholders.

**Resource Allocation -** CENANGO will allocate optimal resources to ensure the project is completed according to an approved timeline.

Client approval/sign-off on the scope documentation is necessary to proceed to the next phase of development.

#### Phase 2 - Programming and Development

**Programming** - CENANGO will commence programming/developing the PAID mobile app.

**Quality Assurance** – The Application will be tested at various points during the development process. Stakeholders may be called upon to review specific features at various times and provide input.

#### Phase 3 - Launch

Cenango will launch the PAID app to the Apple App Store as well as the Google Play Store. The backend system will be loaded to secure cloud infrastructure.

#### DEVELOPMENT AND SUPPORT COSTS

The following is an approximate breakdown of the costs to develop and run this system. Please note that this pricing may be revised should the scope documentation change after the needs analysis phase. The client is free to add or remove features. Add-ons to the scope of the project may require a modification to this pricing. All changes in scope and pricing must be approved by both parties prior to the commencement of each module.

QTY	Name	Total
1	PAID App	\$20,800.00
	Total	\$20,800.00
	Total	\$20,800.00

#### IMPLEMENTATION TIMEFRAME

The items below are an approximation and will be confirmed once the project planning phase is

complete.

Tasks	Duration
Design and Programming PAID App	8 weeks

#### **NEW FEATURES & MAINTENANCE (optional)**

Any features outside the scope of this document will be considered as new requirements. Cenango will consult with the client on new feature requests and send a proposal with time and costs prior to commencing any work.

Hourly Rate for New Feature Requirements (programming)	Rate
Charges Per Hour	\$85.00 /hr.

#### HOSTING AND SSL

The cost of hosting and SSL is included in the price above. Cenango will host the apps on a secure cloud platform such as Amazon AWS, Microsoft Azure or Linode.

#### **PAYMENT TERMS & CONDITIONS**

#### The following payment terms apply to the project:

50% advance payment on project commencement 50% payment after completion of the project

Payments to be made via ACH or Credit Card (via email invoice)

#### ANNUAL RENEWAL

An annual renewal contract will be sent to the client 60 days prior to the annual renewal date. The client is free to cancel the annual renewal.

#### **ACCEPTANCE**

Your signature below indicates acceptance of this proposal. Your initial payment per the terms above will also represent acceptance of this proposal, and entrance into a contractual agreement with Cenango on the terms and conditions contained in this proposal and Exhibit A hereto.

Cenango:	Client:
(signature)	(signature)
Date: Representative: Samir Husain	Date: Representative:

# Exhibit A Other contractual provisions

#### 1 Confidentiality:

- 1.1 "Confidential Information" means and includes, any and all proprietary information of any nature or kind, technical data, trade secrets or know-how, including, but not limited to, research, product plans, products, services, customers, customer lists, markets, software, developments, inventions, processes, formulas. technology, designs, drawings, engineering, hardware configuration information, marketing, finances or other business information disclosed by Client either directly or indirectly in writing or orally.
- 1.2 Cenango must: (a) keep all Confidential Information of Client strictly confidential and not disclose it to any third party without the Client's prior written consent; (b) only disclose Confidential Information of Client to its personnel on a need to know the basis for the purposes of providing the services and who have expressly agreed to keep that information confidential; (c) take all necessary steps to ensure not disclose Client's Confidential Information to any third party; (d) not use or reproduce Confidential Information of Client in any form save as authorized by Client; (e) on request by Client, immediately return or permanently delete the Confidential Information together with any copies in Cenango's possession.

#### 2 Intellectual Property Rights:

- 2.1 Cenango may use, provide or license to Client the rights to certain materials (including without limitation any software, tools, procedures, user guides, works, materials and items) in existence prior to this Agreement which are and shall remain the intellectual property of Cenango or its partners or third parties (hereinafter called "Existing IP"). During the provision of the services hereunder, Cenango may extend, enhance or redevelop the Existing IP.
- 2.2 Client acknowledges that Cenango provides development services to other clients, and agrees, subject to Cenango's confidentiality obligations hereunder, that nothing in this Agreement shall be deemed or construed to prevent Cenango from carrying on such business during the term of this Agreement. In particular, Client agrees that as part of Cenango's provision of the services hereunder, Cenango may utilize proprietary works of authorship that have not been created specifically for Client, including without limitation, software, methodologies, tools, specifications, drawings, sketches, models, samples, records and documentation, as well as copyrights, trademarks, service marks, ideas, concepts, know-how, techniques, knowledge or data, which have been originated, developed or purchased by Cenango or by third parties under contract to Cenango (all of the foregoing, collectively, "Cenango's IP"), and Cenango's Information and Cenango's administrative communications, records, files and working papers relating to the development of the software are and shall remain the sole and exclusive property of Cenango.
- 2.3 Any and all data, information, reports, analysis, artwork, logos, graphics, video, text, and other materials, including without limitation, financial data supplied by Client to Cenango in connection with this Agreement, if any, shall remain the sole and exclusive property of Client ("Client Content").
- 2.4 Any client data, derived data, reports, materials, physical property, and/or other work output prepared, procured, or produced, in the rendition of service, existing or future, title, interest and other interest created or arising directly in consequence of the provision of services for Client, excluding Existing IP and Cenango's IP, as specified above, shall be the exclusive property of Client (hereinafter called "Project IP").

- 2.5 Any other materials (including without limitation any software, tools, procedures, user guides, works, materials and items) specifically commissioned by Client and intended to be owned by Client as part of the Project IP must be clearly and explicitly specified in advance before start of the project.
- 2.6 All Project IP and any physical media delivered to Client to which the Project IP is affixed or in which it is contained or expressed shall be owned by Client.
- 2.7 All documents and software, and all copyrights therein, which constitute Project IP related to deliverables shall be deemed a work made for hire under copyright law and shall be owned solely by Client. To the extent that any of deliverables may not, by operation of law, be a work made for hire, Cenango hereby grants, transfers, assigns and conveys to Client ownership of the copyright, patent or other intellectual property right in such deliverables and Client shall have the right to obtain and hold in its own name any such right or similar protection which may be available in such deliverables. At Client's request, Cenango shall promptly deliver, execute, file and record all documentation evidencing such assignment.

#### 3 Term.

Unless set forth otherwise as part of the Order Form, this Agreement will come into force upon the Service Commencement Date for an initial period of one (1) year (the "Initial Term"). Following the Initial Term, this Agreement shall auto-renew by consecutive one (1) year periods (each period called a "Renewal Term"), unless either party provides the other with a written notification of non-renewal at least sixty (60) days prior to the expiration of the then current term. The Initial Term, together with any Renewal Term, is referred to as the "Term" of this Agreement. The perunit pricing during any automatic renewal term will be the same as that during the immediately prior term unless We have given You written notice of a pricing increase at least 60 days before the end of that prior term, in which case the pricing increase will be effective upon renewal and thereafter. Any such pricing increase will not exceed 7% of the pricing for the applicable Service or Content in the immediately prior subscription term, unless the pricing in the prior term was designated in the relevant SaaS Subscription Order Form as promotional or one-time.

#### 4 Miscellaneous provisions:

- 4.1 Cenango renders its services under this agreement solely as an independent contractor.
- 4.2 Neither party will assign this Agreement, in whole or in part, without the prior written consent of the other party. This Agreement will inure to the benefit of, and be binding upon the parties hereto, together with their respective legal representatives, successors and assigns, as permitted herein.
- 4.3 This agreement shall be governed by the laws of Florida. Each party irrevocably agrees that the courts of Florida shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).
- 4.4 This proposal and Exhibit A contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This agreement supersedes any prior written or oral agreement between parties. No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorized representatives).
- 4.5 All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered upon delivery to email. If an email change should occur, applicable party will be held responsible for providing new information to the other party.
- 4.6 If any provision of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision

- of this agreement is invalid of unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 4.7 This agreement may be terminated by the mutual agreement of the parties.
- 4.8 Neither party will be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay is caused by events or circumstances beyond the delayed party's reasonable control.

**END** 

#### **ENGINEER'S STAFF REPORT**

FOR September 23, 2021 MEETING AGENDA ITEM No.: D2

Action Required: Discussion

Item Description: Permit Activity Summary

P.A.I.D. Number: <u>D9408.02 & D9408.03</u>

Attachments: None

**Summary:** Approved Building Permits

<u>No.</u>	<u>Name</u>	<u>Address</u>	PAID No.
1.	Burns (House)	12300 NW 15 <sup>th</sup> Street	B1404.09
2.	Bohl (Ġazebo/Pavers)	11800 NW 5 <sup>th</sup> Street	B0611.01
3.	BBAMT Investment LLC (Fence)	2001 NW 118 <sup>th</sup> Avenue	B9509.03
4.	Guo (Driveway & Addition)	11241 NW 15 <sup>th</sup> Street	B0502.02
4. 5.	Ackbersingh (Generator)	575 NW 118 <sup>th</sup> Avenue	B9905.05
6.	Greene (Generator)	1460 NW 116 <sup>th</sup> Avenue	B1911.01
7.	Zappa (Èence)	11680 SW 3 <sup>rd</sup> Street	B9404.01
8.	Valdes (Pergola)	11750 NW 15 <sup>th</sup> Court	B0402.04
9.	Driscoll (Driveway)	12131 SW 3 <sup>rd</sup> Street	B0705.02
10.	Gudin (Fence)	11461 Shady Lane	B1708.01
11.	Palaciòs (Fill)	1251 NW 122 <sup>nd</sup> Avenue	B2109.01
12.	Annichiarico (Fence)	12101 NW 6 <sup>th</sup> Street	B0602.04
13.	Turnbull (Generator)	12320 SW 1 <sup>st</sup> Street	B9401.04

Summary: No Approved Certificates of Occupancy

Prepared by: HMS Date: 09/15/2021

#### **ENGINEER'S STAFF REPORT**

FOR September 23, 2021 MEETING AGENDA ITEM No.: D3

Action Required: Discussion

Item Description: Notices of Violation

Summary

**P.A.I.D. Number:** <u>D9611.01</u>

Attachments: None

**Summary:** The following is a summary of the existing violations.

Name	Address	Violation	Status
CLARK	11760 SW 1 <sup>ST</sup> COURT	LANDSCAPE IN DRAINAGE EASEMENT	NOTIFIED
MALHOTRA	11740 SW 1 <sup>ST</sup> COURT	LANDSCAPE IN DRAINAGE EASEMENT	NOTIFIED
FORTNER	11720 SW 1 <sup>ST</sup> COURT	LANDSCAPE IN DRAINAGE EASEMENT	NOTIFIED
FRUCHT	11700 SW 1 <sup>ST</sup> COURT	LANDSCAPE IN DRAINAGE EASEMENT	NOTIFIED
WEINSTEIN	11680 SW 1 <sup>ST</sup> COURT	LANDSCAPE IN DRAINAGE EASEMENT	NOTIFIED
HACK	11660 SW 1 <sup>ST</sup> COURT	LANDSCAPE IN DRAINAGE EASEMENT	NOTIFIED
FLOYD	11640 SW 1 <sup>ST</sup> COURT	LANDSCAPE IN DRAINAGE EASEMENT	NOTIFIED
WEINSTEIN	11620 SW 1 <sup>ST</sup> COURT	LANDSCAPE IN DRAINAGE EASEMENT	NOTIFIED
SURTAIN	11600 SW 1 <sup>ST</sup> COURT	LANDSCAPE IN DRAINAGE EASEMENT	NOTIFIED
CACHO	12341 NW 23 <sup>RD</sup> COURT	FILL W/O PERMIT	IN PROCESS OF COMPLYING

Prepared by: <u>HMS</u> Date: <u>09/15/2021</u>