

STORAGE AND STAGING LICENSE AGREEMENT

This STORAGE AND STAGING LICENSE AGREEMENT (the “Agreement”) is made as of the date the last party executes this Agreement is by and between the City of Fort Lauderdale, a Florida municipal corporation (“LICENSOR” or “CITY”), having its principal place of business at 101 NE 3rd Avenue, 21st Floor, Fort Lauderdale, Fl 33301 and Man-Con, Incorporated, a Florida for profit corporation (“LICENSEE”), having its principal place of business at 3460 S.W. 11th Street, Deerfield Beach, Fl 33442.

RECITALS

WHEREAS, Licensee has been retained by the City to install stormwater infrastructure within the Durrs Neighborhood of Fort Lauderdale (the “Project”) pursuant to a Construction Contract with the City dated _____ (the “Construction Contract”) ; and

WHEREAS, Licensee needs a storage and staging area to support this Project; and

WHEREAS, the City owns two (2) parcels (the “Premises”) near or within the Durrs Neighborhood which Licensee deems suitable for storage and staging areas to support this Project; and

WHEREAS, the City has disclosed to the Licensee that the parcel located at 1901-2001 NW 6th Street is contaminated with hazardous substances as defined under federal, state and local laws ordinances, rules and regulations.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **RECITALS**

The foregoing recitals are true and correct and incorporated herein by this reference.

2. **LICENSE**

A. Grant of License:

Subject to Licensee’ compliance with all hazardous substances federal, state and local laws, rules, regulations, ordinances, statutes, Licensor hereby grants Licensee an exclusive license to use all of the Premises located at 1301 NW 9th Street and a portion of 1901-2001 NW 6th Street and legally described as follows:

1301 NW 9th Street:

Parcels A and B, SUNNYLAND HOMES No. 2, according to the map or plat thereof as recorded in Plat Book 49, Page 37, Public Records of Broward County, Florida.

FORMERLY KNOWN AS Lots 1 through 18, Block 17 AND Lots 11 through 18, Block 8, LINCOLN PARK FOURTH ADDITION AMENDEND PLAT, according to the map or plat thereof as recorded in Plat Book 7, Page 35, Public Records of Broward County, Florida.

1901-2001 NW 6th Street:

That portion of the real property as reflected on the Location Map attached hereto as Exhibit “B”.

for the purpose of storing and staging materials, equipment and pipes related to the Project. Notwithstanding, Licensee shall not be permitted to store any hazardous waste or substances on the Premises.

B. Licensee’s Obligations:

During the Term, Licensee shall pay when due all of the following referred to collectively as “Impositions” and individually as an “Imposition”:

- (i) All charges for utilities and communications services rendered to or used on the Property, if any.

Should any assessments be payable in installments, Licensee may pay same in installments and shall be obligated for only those installments which are due and payable within the period of the Term.

C. Insurance:

At all times during the term of this License Agreement, Licensee, at its expense, shall keep or cause to be kept in effect the following insurance coverage:

- (i) A general liability insurance policy, in standard form, insuring Licensee and Licensor as an additional insured, against any and all liability for bodily injury or property damage arising out of or in connection with this License and the license granted herein with a policy limit of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) general aggregate and shall name the Licensor as an additional insured. All such policies shall cover the activities and the possession, use, occupancy and maintenance of the Premises. This policy shall not be affected by any other insurance carried by Licensor.

- (ii) Workers’ Compensation Insurance to apply to all Licensee’s employees and employees of contractors retained by Licensee for the Project, said coverage to be in compliance with the “Workers’ Compensation Law” of the State of Florida and all applicable federal laws. In addition, the policy(ies) shall include Employers Liability with a limit of One Hundred Thousand Dollars (\$100,000.00) for each accident.

- (iii) Business Automobile Liability for all vehicles owned by Licensee and Licensee’s contractors and vendors that are involved in the development of the Project and use of the Premises with limits of Three Hundred Thousand Dollars (\$300,000.00) per

occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.

- (iv) Pollution and Remediation Legal Liability (Hazardous Materials)
- (v) Contractors Pollution Liability Coverage

2. For the purpose of this section, the term “hazardous materials” includes all materials and substances that are designated or defined as hazardous by Florida or federal law or by the rules or regulations of Florida or any federal agency. If work being performed involves hazardous materials, the Contractor shall procure and maintain any or all of the following coverage, which will be specifically addressed upon review of exposure.

For sudden and gradual occurrences and in an amount not less than \$1,000,000 per claim arising out of this Agreement, including but not limited to, all hazardous materials identified under the Agreement.

- (i) All of the policies of insurance provided for in this License:
 - (a) shall be in the form and substance approved by the Department of Insurance of the State of Florida (“DOI”),
 - (b) shall be issued only by companies licensed by DOI,
 - (c) Certificates of Insurance pertaining to same shall be delivered to Licensor, at least fourteen (14) days prior to the commencement of the License Term,
 - (d) shall be with a carrier having an A Best’s Rating of not less than A, Class VII,
 - (e) shall bear endorsements showing the receipt by the respective companies of the premiums thereon or shall be accompanied by other evidence of payment of such premiums to the insurance companies, including evidence of current annual payment, if on any installment payment basis, and
 - (f) shall provide that they may not be canceled by the insurer for thirty (30) days after service of notice of the proposed cancellation upon Licensor and shall not be invalidated as to the interest of Licensor by any act, omission or neglect of License.

(ii) A duplicate original of each policy shall be delivered to Licensor. All insurance policies shall be renewed by Licensee, and certificates evidencing such renewals, bearing endorsements or accompanied by other evidence of the receipt by the respective insurance companies of the premiums thereon, shall be delivered to Licensor, at least twenty (20) days prior to their respective expiration dates.

Licensor does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect Licensee, contractor or vendor interests or liabilities but are merely minimum requirements established by Licensor. Licensor reserves the right to require other insurance coverage that Licensor deems necessary depending upon the risk of loss and exposure to liability.

D. No Possessory Rights:

Notwithstanding anything contained herein to the contrary, the parties acknowledge and agree that no provision of the Agreement shall in any way be construed as creating: (i) any property rights of any kind for Licensee in the Premises; or (ii) any landlord-tenant relationship or leasehold interest of any kind or any possessory rights for Licensee with respect to the Premises. Licensee specifically acknowledges and agrees that the Agreement grants Licensee only a license to use the Premises and Licensee waives any and all claims to a possessory interest in the Premises.

E. Condition of Premises, Alterations and Maintenance:

Licensee shall have no right whatsoever to make any alterations, additions or improvements to all or any portion of the Premises without Licensor's prior written approval, in its sole discretion. Notwithstanding, Licensee shall have the right to install temporary fencing and project signage on the Premises in accordance with the Site Management Plan. Licensee shall maintain the Premises in good and clean condition, and Licensee shall promptly remove all waste from the Premises that was placed or brought to the Premises by Licensee, its employees, or business invitees (collectively, the "Licensee Parties"). Licensee specifically agrees to remove, at its sole cost and expense, any toxic, hazardous or petroleum products that may be discharged or deposited onto the Premises in connection with Licensee's activities hereunder. Upon termination of this License Agreement, Licensee shall restore the Premises to the condition, ordinary wear and tear excepted, that existed prior to commencement of this Agreement as determined by Licensor.

Licensor makes no representation or warranties that the Property is zoned for the proposed use, is fit for a particular purpose or regarding the condition of the Property. Licensee has performed the necessary inspections of the Property and has determined whether it is suitable for the purposes intended. Further, Licensee accepts the Property "as-is" "where-is" and "with all faults".

3. **TERM**

A. Term & Termination:

The initial term of this Agreement shall commence on the date the Licensor issues the Notice to Proceed under the Construction Contract (the "Commencement Date") and continue for twenty four (24) months thereafter unless sooner terminated as provided for herein (the "Term"). Either party may terminate this Agreement at any time during the Term or at any time thereafter upon sixty (60) days written notice to the other party prior to the desired date of termination, without cause or penalty whatsoever. Licensee may terminate this Agreement, effective immediately, if, within the sixty (60) days following the Commencement Date, Licensee does not obtain all applicable governmental permits or approvals for Licensee's use of the Premises pursuant to this Agreement or for the Project.

During the Term, Licensee shall be responsible for the following:

- (i) Properly secure the Premises with site fencing around the perimeter of the Premises; and
- (ii) Keep the Premises clean from any and all debris and trash.
- (iii) Preserve and protect the trees surrounding and within the Premises.

B. License Fee.

Licensee shall pay to Licensor the annual base rent of Twelve Thousand and No/100 dollars (\$12,000) per year commencing with the Commencement Date of this Agreement, and each anniversary date thereafter, due and payable to the City of Fort Lauderdale and delivered to the City of Fort Lauderdale – City Manager’s Office, Real Estate, 101 NE 3rd Avenue, 21st Floor, Fort Lauderdale, FL 33301. In the event of an early termination, the base rent shall be prorated through the date of termination and the unearned portion of the base rent shall be refunded to Licensee.

C. Survivals:

Any provision of this Agreement that by its context or nature is to survive the Term or any other termination of the Agreement, shall survive the Term or such other termination.

4. **DEFAULT AND REMEDIES**

A. Default and Remedies:

In the event Licensee fails to comply with any monetary provision of this Agreement and such failure has not been cured within ten (10) business days after the rent, Imposition or other fee or charge after the due date, then Licensee shall be in default and a late charge shall be imposed in an amount equal to five percent (5%) of the unpaid rent, Imposition or other charge and Licensor shall have the right, but not the obligation, to terminate this Agreement upon fifteen (15) days’ prior written notice to Licensee. Unless provided otherwise herein, if Licensee fails to comply with a non- monetary default and such default is not cured within thirty (30) days after notice is given by the City, then the City shall have the right to terminate this License Agreement.

5. **MISCELLANEOUS**

A. No Offer:

This Agreement shall not be effective and shall not be relied upon by either party unless and until such time as it has been executed by Licensee and Licensor, and a copy of the Agreement, which has been fully executed by Licensee and Licensor, has been delivered by one party to the other.

B. Notice:

All notices required or provided for under this Agreement shall be in writing and (i) delivered by Federal Express or other nationally recognized overnight air courier; or (ii) sent by registered or certified mail return receipt requested, to the addresses set forth above or such other persons or places as either party may from time to time designate by written notice. Notices given in such manner shall be deemed effective upon receipt or refusal.

C. Successor and Assigns:

The Agreement shall be binding and inure to the benefit of the parties hereto, their heirs, personal representatives, successors and assigns.

D. Indemnity:

Licensee shall protect, defend, indemnify and hold harmless the Licensor, its public officials, officers, employees and agents from and against any and all lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges and other expenses including attorney's fees or liabilities of every kind, nature or degree arising out of or in connection with the rights, responsibilities and obligations of Licensee under this License, conditions contained therein, the location, maintenance, use or occupancy of the Premises, or the breach or default by Licensee of any covenant or provision of this License, the use, disposal, storage or release of hazardous substances or materials on, under or over the Premises or the surrounding property and any and all claims made by contractors, subcontractors, materialman or laborers related to any alterations, repairs or other improvements made to the Premises, except for any occurrence arising out of or resulting from the intentional torts or gross negligence of the Licensor, its officers, agents and employees acting within the course and scope of their employment. Without limiting the foregoing, any and all such claims, suits, causes of action relating to personal injury, death, damage to property, defects in construction, rehabilitation, operation, maintenance, repair or restoration of the Property, alleged infringement of any patents, trademarks, copyrights or of any other tangible or intangible personal or real property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, is included in the indemnity.

Licensee further agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and agrees to bear all other costs and expenses related thereto even if the claim is groundless, false or fraudulent and if called upon by the Licensor, Licensee shall assume and defend not only itself but also the Licensor in connection with any claims and any such defense shall be at no cost or expense whatsoever to Licensor, provided that the Licensor shall retain the right to select counsel of its own choosing. The indemnification obligations set forth herein shall survive termination of this License for a period coincident with the statute of limitations period applicable to the offending act, omission or default.

E. Signage:

Upon obtaining all necessary licenses and permits, Licensee shall have the right to place its customary signage on and within the Premises, and Licensee shall assume all responsibility for the condition, upkeep, and safety. All signage must meet any and all local and municipal code and signage requirements.

F. Liability Disclaimer and Waiver:

Licensors disclaims any liability for damage to any Licensee's vehicle, equipment, containers, signage, employee, agent, or property, except in the event that such damage is caused or contributed to by the negligence or willful misconduct of Licensor, its agents, or affiliates acting within the course and scope of their employment.

G. Force Majeure:

Neither party shall be responsible for delays or failures in performance resulting from acts beyond the reasonable control of such party (a "Force Majeure" event), including, without limitation, acts of God, nature, strikes, lockouts, riots, acts of war, epidemics, fire, earthquakes, catastrophic equipment failures, or other disasters. The party whose performance is impaired because of the occurrence of an event of Force Majeure must notify the other party of the situation in writing as soon as reasonably practical. Without penalty to either party, the time for performance under the Agreement shall then be extended for a period equal to the delay; provided, that if the Force Majeure event lasts longer than 30 consecutive days or 60 days in total, either party shall have the right to terminate the Agreement.

H. Waiver:

A failure of any party to insist upon or enforce any term or provision or to exercise any right, option, or remedy of the Agreement, or to require at any time performance of any provision hereof, shall not be construed as a waiver of any such terms or provision. No waiver by any party of any term or provision hereof shall be binding unless made in writing and signed by both parties.

I. Severability:

If any provision of the Agreement or the application of a provision to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the Agreement and the application of the invalid or unenforceable provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected, and the remainder of the Agreement shall otherwise remain in full force and effect. Moreover, the invalid or unenforceable provision shall be reformed, if possible, so as to accomplish most closely the intent of the parties consistent with applicable law.

J. Construction of Language:

The Agreement has been negotiated "at arm's length" by and between Licensor and Licensee, each having had the opportunity to be represented by legal counsel of its choice and to negotiate the form and substance of this Agreement. Therefore, the Agreement shall not be more strictly construed against any party by reason of the fact that one party may have drafted any or all of the provisions of the Agreement.

K. Entire Agreement and Amendments:

The Agreement contains the complete understanding of the parties, superseding any prior agreements or writings (whether written or verbal) with respect to the subject matter hereof and may not be changed or modified other than by an agreement in writing signed by both Licensor

and Licensee. The Agreement may be executed in counterparts, each of which shall be deemed an original; and such counterparts when together shall constitute but one agreement. Licensor and Licensee agree that facsimile and electronic signatures shall be deemed, and shall constitute, originals for all purposes.

L. Governing Law and Jurisdiction:

The Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to principles of conflicts of laws. If any dispute arises out of or relates to this Agreement or the breach hereof, and if either party shall obtain legal counsel or bring an action against the other to enforce or interpret any provision of the Agreement, including the collection of past due monies owed hereunder, the non-prevailing party shall pay to the prevailing party all costs and expenses associated with therewith, including, without limitation, reasonable attorneys' fees and costs and those on any appeal, all of which shall be payable whether or not any action is prosecuted to judgment. Any sums owed by one party to another, which are not paid within the period required under the Agreement, shall accrue interest at the maximum rate allowable under applicable law. The parties agree that jurisdiction to adjudicate any case or controversy involving the Agreement shall exclusively be in the state courts located in Broward County, Florida.

M. Waiver of Jury Trial:

THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, ARISING OUT OF, UNDER OR IN CONNECTION WITH, THE AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY (INCLUDING, WITHOUT LIMITATION, ANY ACTION TO RESCIND OR CANCEL THIS AGREEMENT AND ANY CLAIMS OR DEFENSES ASSERTING THAT THIS AGREEMENT WAS FRAUDULENTLY INDUCED OR IS OTHERWISE VOID OR VOIDABLE); THIS WAIVER BEING A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THE AGREEMENT.

N. Sovereign Immunity:

Nothing herein shall be construed as a waiver of Licensor's sovereign immunity.

O. Mechanic's Liens:

Licensee shall have no power or authority to incur any indebtedness giving a right to a lien of any kind or character upon the right, title or interest of Licensor in and to the Premises, and no person shall ever be entitled to any lien, directly or indirectly derived through or under the Licensee, or its agents, servants, employees, contractors or officers or on account of any act or omission of said Licensee as to Licensor's right, title or interest in and to the Premises. All persons contracting with the Licensee, or furnishing materials, labor or services to said Licensee, or to its agents or servants, as well as all persons shall be bound by this provision of this agreement. Should any such lien be filed, Licensee shall discharge the same within thirty (30) days thereafter, by paying the same or by filing a bond, or otherwise, as permitted by law. Licensee shall not be deemed to be the agent of Licensor, so as to confer upon a laborer bestowing labor upon or within the Premises or upon materialmen who furnish material incorporated in the construction and

improvements upon the foregoing, a construction lien pursuant to Chapter 713, Florida Statutes or an equitable lien upon the Licensee's right, title or interest in and to the Premises. These provisions shall be deemed a notice under Section 713.10(1), Florida Statutes of the "non-liability" of the Licensor.

P. Site Management.

Licensor has disclosed that environmental contamination is present in, on, around or under the parcel located at 1901-2001 NW 6th Street and in order to mitigate disturbance of the contamination and to prevent injury to humans or animals, Licensee shall comply with the Site Management Plan attached hereto as Exhibit "A". Further, Licensor reserves the right of reasonable access to the Premises upon reasonable notice and provided such access does not interfere with the Licensee's business operations, to ensure that Licensee is complying with the Site Management Plan. Failure to comply with the plan shall be cause for immediate termination of this Agreement. In the event any regulatory authority imposes any fines, surcharges, reimbursement costs or penalties related to or arising from Licensee use and activities on the Premises, then Licensee shall fully reimburse the City or directly pay such fines, penalties fees, costs, surcharges or expenses to the regulatory authority as determined by the City in its sole discretion.

IN WITNESS WHEREOF, each of the parties hereto has caused the Agreement to be executed on its behalf by a duly authorized individual or officer the day and year first below.

**CITY OF FORT LAUDERDALE, A
MUNICIPAL CORPORATION OF THE
STATE OF FLORIDA**

WITNESSES:

[Witness type or print name]

By: _____
Dean J. Trantalis, Mayor

[Witness type or print name]

By: _____
Greg Chavarria, City Manager

ATTEST:

David R. Soloman, City Clerk

Approved as to form and correctness:
Thomas Ansbro, City Attorney

By: _____
Lynn Solomon, Esq.
Assistant City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of physical presence or online, this ____ day of _____, 2024, by DEAN J. TRANTALIS, Mayor of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale.

Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this by means of physical presence or online, this ____ day of _____, 2024, by Greg Chavarria, City Manager of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale.

Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

LICENSEE:

WITNESSES

**MAN-CON INCORPORATED a Florida
for Profit Corporation**

Printed Name: _____

Printed Name: _____

By: _____

Name: _____

Title: _____

Address: _____

Phone () _____

Email Address: _____

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me, by means of physical presence or online, this _____ day of _____, 2024, by _____, its _____ of Man-Con Incorporated, a Florida for Profit Corporation. He is personally known to me or has produced _____ as identification and did not (did) take an oath.

(SEAL)

Signature: Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped

EXHIBIT "A"
SITE MANAGEMENT PLAN



SUSTAINABLE DEVELOPMENT – URBAN DESIGN & PLANNING

ADMINISTRATIVE REVIEW APPLICATION

Rev: 2 | Revision Date: 10/01/2020 | I.D. Number: DSD.UDP.AR

CASE NUMBER _____

INSTRUCTIONS: The following information is requested pursuant to the City's Unified Land Development Regulations (ULDR). The application must be filled out accurately and completely. Please print or type and answer all questions.

Indicate N/A if question does not apply.

DEADLINE: The Administrative Review Committee meets weekly to review cases. Submittals must be received by **12:00 P.M. Thursday**, in order to be reviewed at the Administrative Review Committee meeting the following Thursday. Applicants will be notified via email, if plans do not meet the submittal requirements and if changes are required.

FEES: All applications for development permits are established by the City Commission, as set forth by resolution and amended from time to time. In addition to the application fee, any additional costs incurred by the City including review by a consultant on behalf of the City, or special advertising costs shall be paid by the applicant. Any additional costs, which are unknown at the time of application, but are later incurred by the City, shall be paid by the applicant prior to the issuance of a development permit.

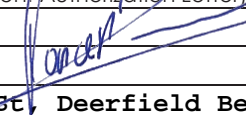
APPLICANT: Please complete the following information:

	Site Plan Level I: Administrative Site Plan	\$1,500.00
	Site Plan Level I: Central Beach Limited Impact	\$1,500.00
	Site Plan Level I: Change of Use <i>(Same or lesser impact & satisfy parking)</i>	\$1,500.00
	Site Plan Level I: Parking Reduction within the Northwest-Progresso-Flagler Heights or Central City Community Redevelopment Area	\$150.00 per hour
	Site Plan Level I: Other	\$150.00 per hour

NOTE: For purpose of identification, the **PROPERTY OWNER** is the **APPLICANT**

Property Owner's Name	City of Fort Lauderdale
Property Owner's Signature	If signed agent letter is provided, no signature is required on the application by the owner.
Address, City, State, Zip	100 N Andrews Ave
E-mail Address / Phone Number	JSamuel@fortlauderdale.gov / 954-828-6323
Proof of Ownership	TAX RECORD

NOTE: If **AGENT** is to represent **OWNER**, notarized letter of consent (Agent Authorization Letter) is required

Applicant / Agent's Name	Man-Con Inc
Applicant / Agent's Signature	
Address, City, State, Zip	3460 SW 11th St, Deerfield Beach Fl 33442
E-mail Address / Phone Number	project@mancon.ws/954-870-3727
Letter of Consent Submitted	

Development / Project Name	P11844 - Durrs Neighborhood Stormwater Project
Development / Project Address	Between Sunrise Boulevard, Interstate 95, NW 6th Street/Sistrunk Boulevard and NW 12th Avenue in the City of Fort Lauderdale.
Preliminary Development Meeting (staff member name and / or date)	
Description of Current Request	

Land Use Designation	
Zoning District	
Civic Association	Durrs Neighborhood





SUSTAINABLE DEVELOPMENT – URBAN DESIGN & PLANNING ADMINISTRATIVE REVIEW APPLICATION

City Commission District	3
Current Use of Property	Vacant Lots
Number of Units	N/A
Non-Residential SF (and Type)	N/A
Total Bldg. SF (include structured parking)	N/A

Dimensional Requirements	Required Per ULDR	Previously Approved	Proposed
Building Height (Feet / Levels)	N/A		
Structure Length	N/A		
Lot Coverage	N/A		
Open Space (all pervious)	N/A		
Landscape Area (all VUA)	N/A		
Parking Spaces	N/A		

Setbacks (indicate direction N,S,E,W)	Required Per ULDR	Previously Approved	Proposed
Front []	N/A		
Side []	N/A		
Side []	N/A		
Rear []	N/A		

ONE (1) COPY OF THE FOLLOWING DOCUMENTS:

- COMPLETED APPLICATION** with all pages filled out as applicable;
- PROOF OF OWNERSHIP** (warranty deed or tax record), including corporation documents if applicable;
- PROPERTY OWNER'S SIGNATURE** and/or agent letter signed by the property owner;
- PROJECT DESCRIPTION NARRATIVE** describing project specifics. Please provide as much detail as possible. These project specifics may include: architectural style and important design elements, trash disposal system, security/gating system, hours of operation, multi-modal experience, site improvements, etc.;
- ULDR CODE NARRATIVE** response referencing all applicable sections of the ULDR, with point-by-point responses of how project complies with criteria. Reference ULDR language that requires project to go through Site Plan Level I review. Narratives must be on letterhead, dated, and with author indicated;
- ADDRESS VERIFICATION FORM** (To obtain for please contact Devon Andersen at 954-828-5233 or DAndersen@fortlauderdale.gov); and,

Two (2) 24" x 36" SIGNED AND SEALED SETS OF THE FOLLOWING: Three (3) additional sets will be required at time of approval

- COVER SHEET** including project name and table of contents;
- CURRENT OR MOST RECENT SURVEY** of property, signed and sealed, showing existing conditions. The survey should consist of the proposed project site alone excluding adjacent properties or portions of lands not included in the proposal;
- ORIGINAL** approved plan sheets;
- To avoid confusion as to which revision is being submitted for review, the following format must be used in all revisions:**
 - A revision box in reverse order (from the bottom up) should be drawn near the title box of each sheet.



SUSTAINABLE DEVELOPMENT – URBAN DESIGN & PLANNING ADMINISTRATIVE REVIEW APPLICATION

The revision box should consist of three columns: revision number, item being revised, and revision date.

- A cloud should be drawn around each detail being revised. Do not cloud the entire sheet. Delta triangles with revision numbers should be marked next to each applicable cloud.
- With each subsequent submission, all previous clouds are to be erased. However, revision numbers should remain.
- Any revision not presented in the required format will not be considered an official submission and will not be reviewed.

- SITE PLAN** with footprints including all proposed and existing buildings and showing all properties and improvements within one block from the project site, indicating existing and proposed buildings, with a graphic distinction made between existing and proposed structures, and identifying pedestrian and vehicular circulation paths including site access points and crossing points;
- LANDSCAPE PLAN** including an ISA certified arborist report.
- ADDITIONAL PLANS:** *Include plans which relate to the proposed Administrative Review submittal; and,*

<input type="checkbox"/> Details	<input type="checkbox"/> Floor Plans	<input type="checkbox"/> Elevations	<input type="checkbox"/> Engineering	<input type="checkbox"/> Photometric	<input type="checkbox"/> Rendering (in Activity Centers)
----------------------------------	--------------------------------------	-------------------------------------	--------------------------------------	--------------------------------------	--

NOTE: All plans and documents must be clear and legible, provide and bound, stapled and folded to 8 1/2" x 11" and all copy sets must be clear and legible and should include any graphic material in color.

ONE DIGITAL SUBMITTAL (CD OR USB) OF THE FOLLOWING:

- DOCUMENTS** containing the signed application, proof of ownership, property owners signature or agent authorization letter, and address verification form combined into one PDF file named the following: "InsertProjectName"Documents.pdf
- NARRATIVES** containing the project description narrative and Unified Land Development Regulations (ULDR) Narrative combined into one PDF file named the following: "InsertProjectName"Narratives.pdf
- PLANS** containing the cover sheet, survey, site plan, floor plan, operational and security plan, elevations, photometric plan and landscape plan combined into one PDF file named the following: "InsertProjectName"Plans.pdf

APPLICANT AFFADAVIT: I acknowledge that the Required Documentation and Technical Specifications of this application are met:

Print Name	Roberto Ponce de Leon	Today's Date	2/7/2024
Signature			

Staff Intake Review (For Urban Design & Planning Division use only)					
Number of Sets	Digital Version	Fee	Community Plus	Completeness Reviewed By	Date



SUSTAINABLE DEVELOPMENT – URBAN DESIGN & PLANNING ADMINISTRATIVE REVIEW APPLICATION

TECHNICAL SPECIFICATIONS FOR PLAN SUBMITTAL

A. SITE PLAN

1. Title Block including project name and design professional's address and phone number
2. Scale (1" = 30' min., must be engineer's scale)
3. North indicator
4. Location map showing relationship to major arterials
5. Drawing and revision dates, as applicable
6. Full legal description
7. Site Plan Data Table
 - Current use of property and intensity
 - Land Use designation
 - Zoning designation
 - Water/wastewater service provider
 - Site area (sq. ft. and acres)
 - Building footprint coverage
 - Residential development: number of dwelling units, type, floor area(s), site density (gross and net)
 - Non-residential development: uses, gross floor area
 - Parking data: parking required (#), parking provided (#), loading zones (if applicable), ADA spaces
 - Floor Area Ratio (FAR) (total building square footage, including structured parking, divided by site area)
 - Building height (expressed in feet above grade)
 - Structure length
 - Number of stories
 - Setback table (required vs. provided)
 - Open space
 - Vehicular use area (as defined by Sec. 47-58.2, in sq. ft.)
 - Open space (in sq. ft.)
 - Landscape area (in sq. ft.)
8. Site Plan Features (graphically indicated)
 - Municipal boundaries (as applicable)
 - Zoning designation of adjacent properties with current use listed
 - Adjacent rights-of-way to opposite property lines (indicate all nearby curb cuts)
 - Waterway width, if applicable
 - Outline of adjacent buildings (indicate height in stories and approximate feet)
 - Property lines (dimensioned)
 - Building outlines of all proposed structures (dimensioned)
 - Ground floor plan
 - Dimension of grade at center line of road, at curb, and finished floor elevation
 - Dimension for all site plan features (i.e. sidewalks, building lengths and widths, balconies, parking spaces, street widths, etc.)

- Mechanical equipment dimensioned from property lines
- Setbacks and building separations (dimensioned)
- Driveways, parking areas, pavement markings (including parking spaces delineated and dimensioned as well as handicapped spaces as applicable)
- On-site light fixtures
- Proposed ROW improvements (ie. bus stops, curbs, tree plantings, etc.)
- Pedestrian walkways (including public sidewalks and on-site pedestrian paths)
- Project signage
- Traffic control signage
- Catch basins or other drainage control devices
- Fire hydrants (including on-site and adjacent hydrants)
- Easements (as applicable)

B. DETAILS

1. Provide details of the following (Scale 1/4" = 1' min.)
 - Ground floor elevation
 - Storefronts, awnings, entryway features, doors, windows
 - Fence/wall
 - Dumpster
 - Light fixtures
 - Balconies, railings
 - Trash receptacles, benches, other street furniture
 - Pavers, concrete, hardscape ground cover material

C. FLOOR PLANS

1. Delineate and dimension, indicating use of spaces
2. Show property lines and setbacks on all plans
3. Typical floor plan for multi-level structure
4. Floor plan for every level of parking garage
5. Roof plan

D. BUILDING ELEVATIONS

1. All building facades with directional labels (ie. North, South) and building names if more than one building
2. Dimensions, including height and width of all structures
3. Dimensions of setbacks and required setbacks from property lines
4. Dimension grade at crown of road, at curb, sidewalk, building entrance, and finished floor
5. Indicate architectural elements, materials and colors
6. Include proposed signage

E. ADDITIONAL RENDERINGS (as applicable)

For projects subject to Sec. 47-25.3 Neighborhood Compatibility, and/or new buildings 55' or five stories or more in height, the following are required:



SUSTAINABLE DEVELOPMENT – URBAN DESIGN & PLANNING ADMINISTRATIVE REVIEW APPLICATION

- Street-level perspective drawings as one would view the project from a pedestrian level, with ground truths to depict and determine appropriate scale of project
- Oblique aerial drawings from opposing view which indicate the mass outline of all proposed structures, including the outlines of adjacent existing and previously approved structures
- Context plan indicating proposed development and outline of nearby properties with uses and height labeled

F. LANDSCAPE PLAN

1. Site Plan information (in tabular form on plans)
2. Title block including project name and design professional's address and phone number
3. Scale (1" = 30' min, must be engineer's scale)
4. North indicator
5. Drawing and revision dates, as applicable
6. Landscape Plan Information (in tabular form on plans)
 - Site area (sq. ft. and acres)
 - Vehicular use area (as defined by Sec. 47-58.2, in sq. ft.)
 - VUA landscape area (minimum 20% of VUA – in sq. ft. and percentage of VUA)
 - Interior landscape area (30 sq. ft. per space)
 - Total trees required/provided (1 per 1,000 sq. ft. net lot area)
 - VUA trees required/provided (1 per 1,000 sq. ft. VUA)
 - VUA shade trees required/provided (3" caliper)
 - VUA shade trees required/provided (2-3" caliper)
 - VUA flowering trees required/provided
 - Perimeter landscape area (including buffers adjacent to ROW)
 - VUA palms required/provided
 - VUA shrubs required/provided (6 per 1,000 sq. ft. VUA)
 - Bufferyard trees (if applicable)
 - Landscape Plan Features (graphically indicated)
 - Property lines
 - Easements (as applicable)
 - Landscape areas with dimensions
 - Existing trees and palms, their names and sizes (indicate whether they are to remain, be relocated, or removed)
 - Names and locations for all proposed trees, shrubs and groundcover, with quantities noted at each location
 - Plant list (note species, sizes, quantities and any appropriate specifications)
 - Site elements (buildings, parking areas, sidewalks, signs, fire hydrants, light fixtures, drainage structures, curbing, all utilities both above and below ground)
 - Grading (swales, retention areas, berms, etc.)

G. PHOTOMETRIC DIAGRAM (as applicable)

1. Foot-candle readings must extend to all property lines

H. ENGINEERING PLANS (as applicable)

P11844 (Durrs Neighborhood Stormwater) Project
Request for the Construction Staging Area Permit

Man-Con Inc
3460 SW 11th St
Deerfield Beach, FL 33442

TABLE OF CONTENTS

1. Project Summary Details
2. Property ID Information
3. Construction Staging Area Map/Project Limits
4. Construction Staging Area Photographs
5. Construction Staging Area Usage Exhibit
6. Miscellaneous Exhibits

P11844 (Durrs Neighborhood Stormwater) Project

Project Summary Details

Project Name: Durrs Neighborhood Stormwater Project

City Project Manager: Juan Carlos Samuel, E.I., ENV SP

Man-Con Inc Project Manager: Roberto Ponce de Leon

Project Scope: The scope of work includes installation of stormwater infrastructure (piping, drainage structures, and check valves), pavement and sod restoration, water line relocation, Cured-in-Place Place (CIPP) pipe lining, and tree removal & landscaping restoration.

Project Duration: 745 Calendar days

Proposed Construction Staging Area: The contractor is proposing to use two locations for staging areas due to the large scale of this project and to maintain a debris-free construction site.

Proposed staging area No. 1: Located on Sistrunk Blvd & NW 19 Av. The location of the staging area would allow easier access for the contractor to mobilize material and equipment to the project area. The perimeter of the construction staging area will be fenced off with a 6-foot-tall chain link fence, and the intended use of this lot is to safely store material, tools, and equipment, as well as clean generated fill.

Proposed Staging area no 2: Located at 1301 NW 9th St, will be primarily used to stage structures and pipe material to be used for the easternmost part of the project to avoid having to travel among the residential neighborhood to carry material.

P11844 (Durrs Neighborhood Stormwater) Project

Proposed staging area No. 1

Property ID Information

[Click here to display your 2023 TRIM Notice.](#)

Site Address	1901-2001 NW 6 STREET, FORT LAUDERDALE FL 33311	ID #	5042 04 02 0430
Property Owner	CITY OF FORT LAUDERDALE	Millage	0312
Mailing Address	528 NW 2 ST FORT LAUDERDALE FL 33311-9108	Use	89-04

Abbreviated Legal Description	CITRUS PARK FARMS 1-138 D LOTS 37 & 38, LESS COMM AT SW COR OF LOT 37, E 100, N 35 TO POB ON N/L OF NW 6 ST, E ALG N/L 290, N 271, E 15, NELY 201.4, N 119, W 339.94, S 589.29 TO POB, LOT 39 BLK A, & S1/2 VAC R/W ABUTTING W 100 OF N 119 OF SAID PARCEL LESS THAT POR NW 6 ST INC IN R/W MAP 15/16; AKA: COMM AT SE COR OF LOT 15 BLK 2 OF LIBERTY PARK 7-27 B S 40 TO POB, S 586.46, W 579.77, N 271.40, E 15, NE 201.40, N 119, NW 20.47, E 95.63, S 20, E 440 TO POB
--------------------------------------	--

The just values displayed below were set in compliance with [Sec. 193.011](#), Fla. Stat., and include a reduction for costs of sale and other adjustments required by [Sec. 193.011\(8\)](#).

It's IMPORTANT THAT YOU KNOW:
 The 2024 values currently shown are considered "working values" and are subject to change. These numbers will change frequently online as we make various adjustments until they are finalized.

Property Assessment Values

[Click here to see 2023 Exemptions and Taxable Values as reflected on the Nov. 1, 2023 tax bill.](#)

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2024	\$1,652,910	\$2,566,420	\$4,219,330	\$4,219,330	
2023	\$1,652,910	\$2,566,420	\$4,219,330	\$4,219,330	
2022	\$1,652,910	\$2,566,420	\$4,219,330	\$4,219,330	

2024 Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	\$4,219,330	\$4,219,330	\$4,219,330	\$4,219,330
Portability	0	0	0	0
Assessed/SOH	\$4,219,330	\$4,219,330	\$4,219,330	\$4,219,330
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type 14	\$4,219,330	\$4,219,330	\$4,219,330	\$4,219,330
Taxable	0	0	0	0

Sales History -- Search Subdivision Sales

Date	Type	Price	Book/Page or CIN

Land Calculations

Price	Factor	Type
\$5.00	330,581	SF
Adj. Bldg. S.F. (Card, Sketch)		11025
Eff./Act. Year Built: 1971/1970		

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
03								
X								
11025								

[If you see a factual error on this page, please click here to notify us.](#)

P11844 (Durrs Neighborhood Stormwater) Project

Property ID Information

Marty Kiar Broward County Property Appraiser Florida

Status: Identify

Submit

Parcel Information

Parcel Id: [504204020430](#)

Owner: CITY OF FORT LAUDERDALE

Situs Address: 1901-2001 NW 6 ST FORT LAUDERDALE FL 33311

Legal: CITRUS PARK FARMS 1-138 D LOTS 37 & 38 LESS COMM AT SW COR OF LOT 37, E 100, N 35 TO POB ON N/L OF NW 6 ST, E ALG N/L 290, N 271, E 15 NELY 201.4 N 119.0 W 339.94, S 589.29 TO POB, LOT 39

Millage Code: 0312

Use Code: 89

Land Value: \$ 1,652,910

Building Value: \$ 2,566,420

Other Value: 0

Total Value: \$ 4,219,330

SOH Capped Value: \$ 4,219,330

Homestead Exempt Amt: \$ 0

WVD Exempt Amt: \$ 0

Other Exempt Amt: \$ 4,219,330

Taxable Value: \$ 0

Sale Date 1:

Sale Price 1: 0

Deed Type 1:

Sale Date 2:

Sale Price 2: 0

Deed Type 2:

P11844 (Durrs Neighborhood Stormwater) Project

Proposed staging area No. 2

Property ID Information

[Click here to display your 2023 item record.](#)

Site Address	1301 NW 9 STREET, FORT LAUDERDALE FL 33311	ID #	5042 04 37 0010
Property Owner	CITY OF FORT LAUDERDALE	Millage	0312
Mailing Address	528 NW 2 ST FORT LAUDERDALE FL 33311-9108	Use	80-01
Abbreviated Legal Description	SUNNYLAND HOMES NO 2 49-37 B PARCEL A & B		

The just values displayed below were set in compliance with [Sec. 193.011, Fla. Stat.](#), and include a reduction for costs of sale and other adjustments required by [Sec. 193.011\(8\)](#).

! IT'S IMPORTANT THAT YOU KNOW:
 The 2024 values currently shown are considered "working values" and are subject to change. These numbers will change frequently online as we make various adjustments until they are finalized.

Property Assessment Values
[Click here to see 2023 Exemptions and Taxable Values as reflected on the Nov. 1, 2023 tax bill.](#)

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2024	\$483,000		\$483,000	\$194,450	
2023	\$483,000		\$483,000	\$176,780	
2022	\$483,000		\$483,000	\$160,710	

2024 Exemptions and Taxable Values by Taxing Authority				
	County	School Board	Municipal	Independent
Just Value	\$483,000	\$483,000	\$483,000	\$483,000
Portability	0	0	0	0
Assessed/SOH	\$194,450	\$483,000	\$194,450	\$194,450
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type 14	\$194,450	\$483,000	\$194,450	\$194,450
Taxable	0	0	0	0

Sales History -- Search Subdivision Sales				Land Calculations		
Date	Type	Price	Book/Page or CIN	Price	Factor	Type
3/1/2013	QCD-T		111378611	\$12.00	40,250	SF
				Adj. Bldg. S.F.		

Special Assessments								
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
03								
L								
1								

[If you see a factual error on this page, please click here to notify us.](#)

P11844 (Durrs Neighborhood Stormwater) Project

Property ID Information



Parcel Information

Parcel Id: [504204370010](#)

Owner: CITY OF FORT LAUDERDALE

Situs Address: 1301 NW 9 ST FORT LAUDERDALE FL 33311

Legal: SUNNYLAND HOMES NO 2 49-37 B PARCELA & B

Millage Code: 0312

Use Code: 80

Land Value: \$ 483,000

Building Value: 0

Other Value: 0

Total Value: \$ 483,000

SOH Capped Value: \$ 194,450

Homestead Exempt Amt: \$ 0

WVD Exempt Amt: \$ 0

Other Exempt Amt: \$ 194,450

Taxable Value: \$ 0

Sale Date 1: 03/01/2013

Sale Price 1: \$ 0

Deed Type 1: OCD

Sale Date 2:

Sale Price 2: 0

Deed Type 2:

Adj Bldg S.F.: 0

Neighborhood: D40

Land Tag: 21

LEGEND

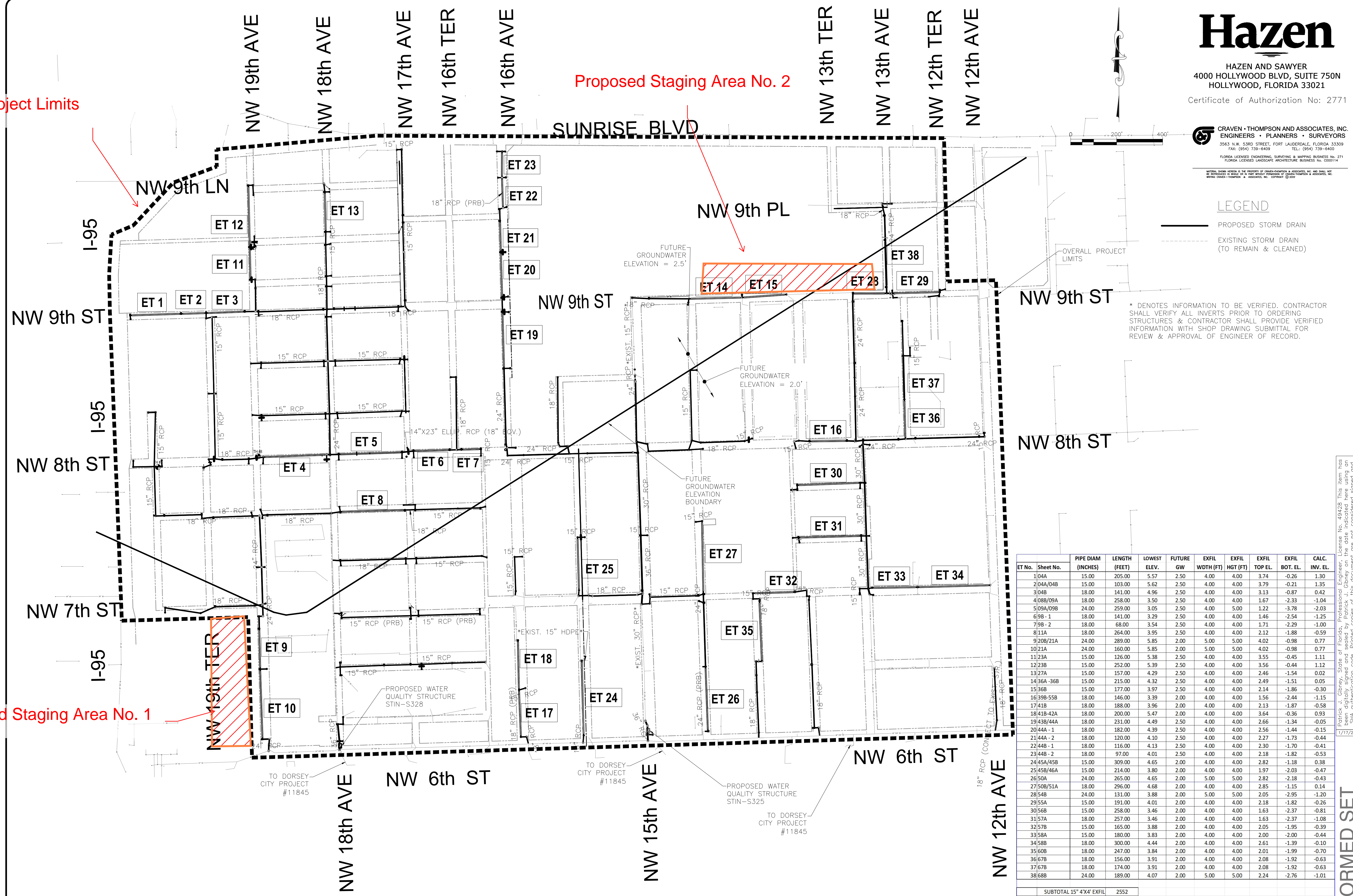
- PROPOSED STORM DRAIN
- - - EXISTING STORM DRAIN (TO REMAIN & CLEANED)

* DENOTES INFORMATION TO BE VERIFIED, CONTRACTOR SHALL VERIFY ALL INVERTS PRIOR TO ORDERING STRUCTURES & CONTRACTOR SHALL PROVIDE VERIFIED INFORMATION WITH SHOP DRAWING SUBMITTAL FOR REVIEW & APPROVAL OF ENGINEER OF RECORD.

Project Limits

Proposed Staging Area No. 2

Proposed Staging Area No. 1



ET No.	Sheet No.	PIPE DIAM (INCHES)	LENGTH (FEET)	LOWEST ELEV.	FUTURE GW	EXFIL WIDTH (FT)	EXFIL HGT (FT)	EXFIL TOP EL.	EXFIL BOT. EL.	CALC. INV. EL.
104A		15.00	205.00	5.57	2.50	4.00	4.00	3.74	-0.26	1.30
204A/04B		15.00	103.00	5.62	2.50	4.00	4.00	3.79	-0.21	1.35
304B		18.00	141.00	4.96	2.50	4.00	4.00	3.13	-0.87	0.42
408B/09A		18.00	258.00	3.50	2.50	4.00	4.00	1.67	-2.33	-1.04
509A/09B		24.00	259.00	3.05	2.50	4.00	5.00	1.22	-3.78	-2.03
69B-1		18.00	141.00	3.29	2.50	4.00	4.00	1.46	-2.54	-1.25
79B-2		18.00	68.00	3.54	2.50	4.00	4.00	1.71	-2.29	-1.00
811A		18.00	264.00	3.95	2.50	4.00	4.00	2.12	-1.88	-0.59
920B/21A		24.00	289.00	5.85	2.00	5.00	5.00	4.02	-0.98	0.77
1021A		24.00	160.00	5.85	2.00	5.00	5.00	4.02	-0.98	0.77
1123A		15.00	126.00	5.38	2.50	4.00	4.00	3.55	-0.45	1.11
1223B		15.00	252.00	5.39	2.50	4.00	4.00	3.56	-0.44	1.12
1327A		15.00	157.00	4.29	2.50	4.00	4.00	2.46	-1.54	0.02
1436A-36B		15.00	215.00	4.32	2.50	4.00	4.00	2.49	-1.51	0.05
1536B		15.00	177.00	3.97	2.50	4.00	4.00	2.14	-1.86	-0.30
1639B-55B		18.00	146.00	3.39	2.00	4.00	4.00	1.56	-2.44	-1.15
1741B		18.00	188.00	3.96	2.00	4.00	4.00	2.13	-1.87	-0.58
1841B-42A		18.00	200.00	5.47	2.00	4.00	4.00	3.64	-0.36	0.93
1943B/44A		18.00	231.00	4.49	2.50	4.00	4.00	2.66	-1.34	-0.05
2044A-1		18.00	182.00	4.39	2.50	4.00	4.00	2.56	-1.44	-0.15
2144A-2		18.00	120.00	4.10	2.50	4.00	4.00	2.27	-1.73	-0.44
2244B-1		18.00	116.00	4.13	2.50	4.00	4.00	2.30	-1.70	-0.41
2344B-2		18.00	97.00	4.01	2.50	4.00	4.00	2.18	-1.82	-0.53
2445A/45B		15.00	309.00	4.65	2.00	4.00	4.00	2.82	-1.18	0.38
2545B/46A		15.00	214.00	3.80	2.00	4.00	4.00	1.97	-2.03	-0.47
2650A		24.00	265.00	4.65	2.00	5.00	5.00	2.82	-1.18	0.38
2750B/51A		18.00	296.00	4.68	2.00	4.00	4.00	2.85	-1.15	0.14
2854B		24.00	131.00	3.88	2.00	5.00	5.00	2.05	-2.95	-1.20
2955A		15.00	191.00	4.01	2.00	4.00	4.00	2.18	-1.82	-0.26
3056B		15.00	258.00	3.46	2.00	4.00	4.00	1.63	-2.37	-0.81
3157A		18.00	257.00	3.46	2.00	4.00	4.00	1.63	-2.37	-0.81
3257B		15.00	165.00	3.88	2.00	4.00	4.00	2.05	-1.95	-0.39
3358A		15.00	180.00	3.83	2.00	4.00	4.00	2.00	-2.00	-0.44
3458B		18.00	300.00	4.44	2.00	4.00	4.00	2.61	-1.39	-0.10
3560B		18.00	247.00	3.84	2.00	4.00	4.00	2.01	-1.99	-0.70
3667B		18.00	156.00	3.91	2.00	4.00	4.00	2.08	-1.92	-0.63
3767B		18.00	174.00	3.91	2.00	4.00	4.00	2.08	-1.92	-0.63
3868B		24.00	189.00	4.07	2.00	5.00	5.00	2.24	-2.76	-1.01
SUBTOTAL 15" 4'X4' EXFIL				2552						
SUBTOTAL 18" 4'X4' EXFIL				3582						
SUBTOTAL 24" 5'X5' EXFIL				1293						

ENGINEER: PATRICK J. GIBNEY
REG. NO. 49428
DATE: 1/17/24
TEL: 954-987-0066
FAX: 954-987-2949

DRAWN BY: MR. [Name]
DATE: 06/22/22
DESIGNED BY: ADS
SCALE: AS SHOWN
CHECKED BY: ADS
FIELD BOOK: [Name]

CITY OF FORT LAUDERDALE
PUBLIC WORKS DEPARTMENT
ENGINEERING & ARCHITECTURE
100 North Andrews Avenue, Fort Lauderdale, Florida 33301

NO.	DATE	BY	DESCRIPTION

PROJECT # 11844
STORMWATER IMPROVEMENTS
DURRS NEIGHBORHOOD
OVERALL STORMWATER
UTILITY PLAN

SHEET NO. CU-ST-OP-01
TOTAL: X
CAD FILE: 11844-CU-ST-OP-01
DRAWING FILE NO. 4-143-64

Exhibit A - Construction Staging Area No 1. Usage Exhibit



Notes:

- 1) All material, small tools, and equipment will be stored on pallets to avoid soil disturbance and contamination.
- 2) No. 1 Stone (potato size stone) will be placed at the ingress and egress points; this will ensure that trucks leaving the property can adequately clean off any dirt, therefore preventing any contaminants from leaving the property.
- 3) Stone will be placed in the high traffic areas as shown.
- 4) The Main access roadway (NW 19th Ave) will be visually inspected three times a day, and if any solid or debris from the site is observed, it will be cleaned promptly
- 4) All vehicles exiting the site are to be visually inspected and washed down if necessary to remove any contaminated soil.
- 5) Tree Protection will be installed within the limits of the staging area.
- 6) This site management plan applies to all sites used by Man-Con as staging areas for sites that are considered contaminated.

Exhibit B - Construction Staging Area No 2. Usage Exhibit

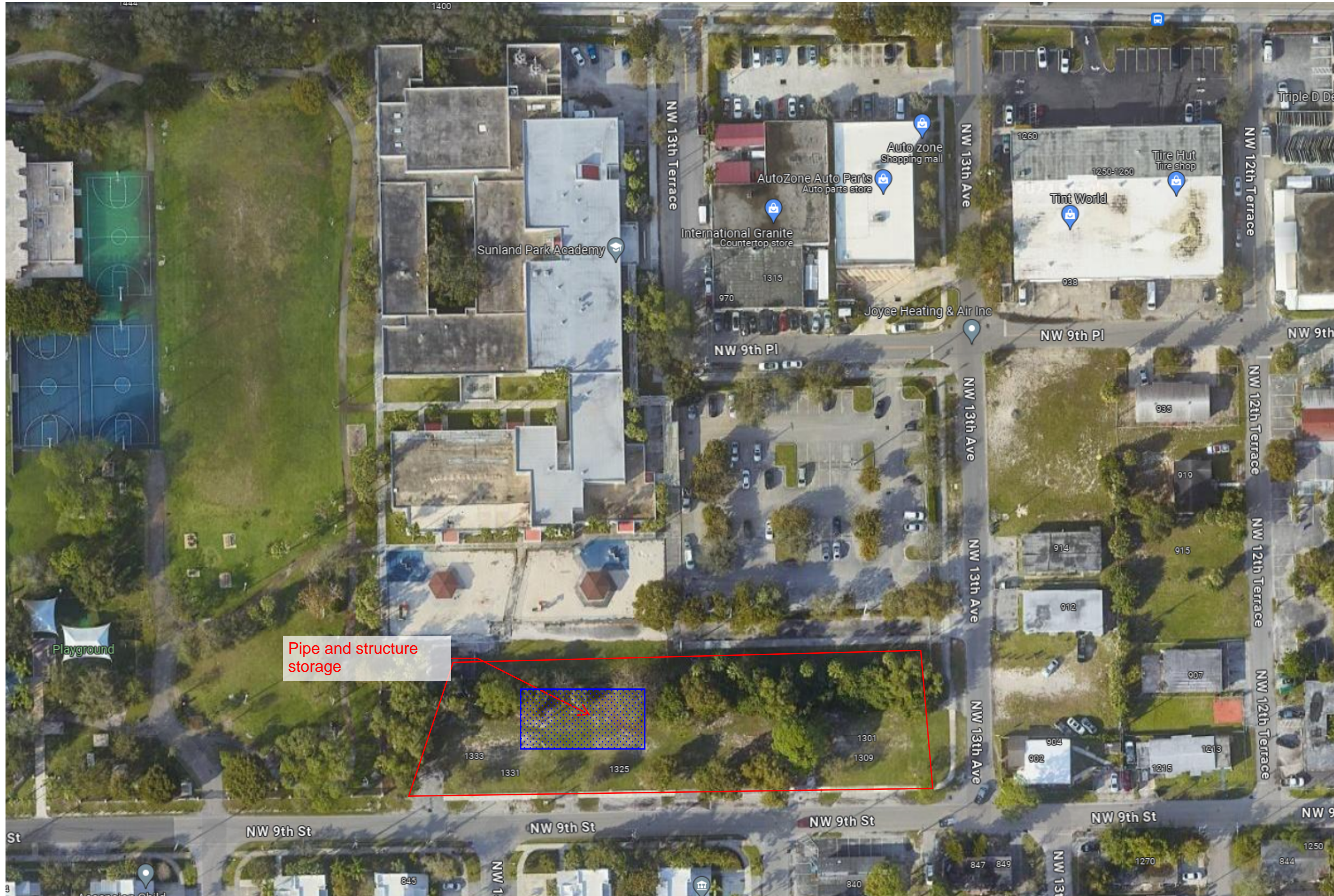


Exhibit C - Site Management Plan:

Property Address: 1901 NW 6th St, Fort Lauderdale FL 33311

Parcel ID: 504204020430

1. All materials delivered to the site will be placed on pallets or supported by 2'x4' boards to prevent direct contact with contaminated soil.
2. Connex Boxes will be stationed on-site to securely store misc. materials, small tools, and small equipment, reducing potential contamination risks.
3. Besides the measures mentioned above, stone will be placed at the ingress and egress points, this will ensure that trucks leaving the property can adequately clean off any dirt, therefore preventing any contaminants from leaving the property.
4. This site will not be used to store fill or aggregate stone.
5. Regular inspections and maintenance of equipment, machinery, and vehicles will be carried out to identify and promptly address any leaks or spills.
6. Wash-down areas will be set up at all exit points from the storage site. All equipment exiting the site will be visually inspected and washed down if necessary to prevent contaminated soil from exiting the site. The wash area will be located within the property and all wash water will remain on site and be monitored so as not to enter the adjacent stormwater inlets.
7. Upon project completion all damaged sod and vegetation will be replaced and the site will be returned to the same or better condition it is currently in. All rock will be carefully removed at the end of the project and washed down onsite to loosen all soil particles; testing will be performed as requested.
8. MCI will inspect the existing chain-link fencing surrounding the property and replace any damaged screening material to ensure the site remains contained, hidden, and protected from the public.
9. Free-standing wooden tree protection will be installed within the Limits of the staging area.
10. the R-O-W along NW 19th Ave and NW 7th St, bordering the staging area will not be no use for parking, unloading/loading, etc.
11. This site management plan applies to all sites used by Man-Con as staging areas for sites that are considered contaminated.

Exhibit D - Site Management Plan Discussion and Resolution

The Site Management Plan may be found on Pages 14-15 of the Construction Staging Area Permit.

Page 14 – Map of Plant A Construction Site Staging Area

Silt Fence:

Ft Lauderdale Staff comment The vendor is planning to install a Silt fence. This needs to be explained how they intend to do this without penetrating the soil on site.

Contractor's Response:

Given that silt fencing is not required for staging areas and upon further consideration, no silt fence will be installed to avoid any soil disruption. In lieu of the proposed fencing, MCI will inspect the existing chain-link fencing surrounding the property and replace any damaged screening material to ensure the site remains contained, hidden and protected from the public.

Notes:

1) All material, small tools, and equipment will be stored on pallets to avoid soil disturbance and contamination.

Ft Lauderdale Staff comment: While this is a good step, it fails to recognize that a fork lift or other equipment would be necessary to place and remove the supplies or pallets. Since this staging will occur during the rainy season, a heavy piece of equipment lifting additional weight will sink into the sod and dig up the dirt. Strongly recommend that any location that a vehicle/equipment will be parking on or moving over on this site be covered with geotextile fabric and gravel to prevent soil penetration.

Contractor's Response:

It is not recommended to place filter fabric in driving areas because the torque and twist of equipment tires can cause it to bunch up, dislodge, and tear, which can lead to more problems than protection. To prevent tire soil penetration, rock will be placed in the drive areas as this is the best protection BMP to prevent soil contamination in the area. Additionally, placing tools and equipment on pallets and lifting them off the ground will not only minimize interaction with the soil but also allow forklifts to lift materials without digging into the soil.

2) No. 1 Stone (potato size stone) will be placed at the ingress and egress points; this will ensure that trucks leaving the property can adequately clean off any dirt, therefore preventing any contaminants from leaving the property.

Ft Lauderdale Staff comment: Any wash water used on site must be retained on site and not allowed to enter the street or adjacent stormwater inlets.

Contractor's Response:

The stone rumble area and washdown will be placed within the property limits, at least 10' from the street; this will ensure that all contaminants will remain on site.

3) Stone will be placed in the high traffic areas as shown.

Ft Lauderdale Staff comment: Recommend a geotextile fabric be laid down under the stone. Stone or steel plates needs to be placed in all area of vehicular/Equipment movement and/or parking not just in heavy traffic areas.

Contractor's Response:

It is not recommended to place filter fabric in driving areas because equipment tires can cause it to bunch up, dislodge and tear, which can lead to more issues. Instead, we suggest using rock, which can offer the same level of protection without the added problems caused by filter fabric under equipment tires.

4) The Main access roadway (NW 19th Ave) will be visually inspected three times a day, and if any solid or debris from the site is observed, it will be cleaned promptly.

Ft Lauderdale Staff comment: Not just dirt but dust from the site needs to be controlled. Should the area become dusty, employees should be wearing appropriate particle masks and wet the area to control dust becoming airborne.

Contractor's Response:

Agreed, all areas will be swept and dust mitigated, and all staff will wear the appropriate mask protection while performing these tasks.

4) All vehicles exiting the site are to be visually inspected and washed down if necessary to remove any contaminated soil.

Ft Lauderdale Staff comment: Any wash water used on site must be retained on site and not allowed to enter the street or adjacent stormwater inlets.

Contractor's Response:

Agreed, the wash area will be located within the property. All wash water will be monitored to ensure it stays on site and does not enter any stormwater inlets.

5) Tree Protection will be installed within the limits of the staging area.

Ft Lauderdale Staff comment: Traditional tree protection involves driving two-by-fours into the ground. No penetration of the ground should occur on this site. Tree protection out to the drip edge of the canopy needs to be free standing.

Contractor's Response:

Agreed, free standing wooden tree protection will be installed as requested.

6) This site management plan applies to all sites used by Man-Con as staging areas for sites that are considered contaminated.

Page 15

Site Management Plan:

1. All materials delivered to the site will be placed on pallets or supported by 2'x4' boards to prevent direct contact with contaminated soil.

Ft Lauderdale Staff comment: While this is a good step, it fails to recognize that a fork lift or other equipment would be necessary to place and remove the supplies or pallets. Since this staging will occur during the rainy season, a heavy piece of equipment lifting additional weight will sink into the sod and dig up the dirt. It is Strongly recommended that any location that a vehicle/equipment will be moving over on this site be covered with geotextile fabric and gravel to prevent soil penetration.

Contractor's Response:

Placement of filter fabric in driving areas is not advisable, as the torque and twist of equipment tires will cause them to bunch up, dislodge, and tear, creating more issues than protection. Rock will be placed in the drive areas to prevent tire soil penetration; we believe this is the best protection BMP to prevent soil contamination in the area. Furthermore, placing the tools and equipment on pallets and lifting it off the ground will not only minimize interaction with the soil but it will allow forklifts to lift the materials without digging into the soil.

2. Connex Boxes will be stationed on-site to securely store misc. materials, small tools and small equipment, reducing potential contamination risks.

Ft Lauderdale Staff comment : These boxes need to be staged on a platform/plywood to prevent penetration of the soil.

Contractor's Response:

Typically, it is not advisable to stage Connex boxes on platforms or plywood, as it will cause them to be unstable and pose a danger to workers and equipment. Filter fabric will

be laid down under their footprint to separate them from the soil. Since they are stationary, we should not have the same issues with the tire equipment tires.

- 3. Besides the measures mentioned above, stone will be placed at the ingress and egress points, this will ensure that trucks leaving the property can adequately clean off any dirt, therefore preventing any contaminants from leaving the property.**

Ft Lauderdale Staff comment: Any wash water used on site must be retained on site and not allowed to enter the street or adjacent stormwater inlets. Dust must also be controlled and not allowed to leave the site. Employees working in dusty conditions should be wearing appropriate particle masks.

Contractor's Response:

Agreed, per our previous response, all will be retained onsite, and masks will be worn during cleaning activities.

- 4. This site will not be used to store fill or aggregate stone.**

Ft Lauderdale Staff comment: OK

- 5. Regular inspections and maintenance of equipment, machinery, and vehicles will be carried out to identify and promptly address any leaks or spills.**

Ft Lauderdale Staff comment: OK. Consider parking equipment on plywood to avoid contaminant getting through the rock and into the soil. Any soil contaminated by the contractor will require testing followed by disposal at an appropriate hazardous materials disposal location.

Contractor's Response:

We believe the placement of rock will be the best protection. Plywood will not be able to withstand the weight of equipment, especially on an uneven rock surface.

- 6. Wash-down areas will be set up at all exit points from the storage site. All equipment exiting the site will be visually inspected and washed down if necessary to prevent contaminated soil from exiting the site.**

Ft Lauderdale Staff comment: Any wash water used on site must be retained on site and not allowed to enter the street or adjacent stormwater inlets.

Contractor's Response:

Agreed, the wash area will be located within the property and all wash water will remain on site and be monitored so as not to enter the adjacent stormwater inlets.

7. Upon project completion, all damaged sod and vegetation will be replaced, and the site will be returned to the same or better condition it is currently in.

Ft Lauderdale Staff comment: Any materials brought to the site include gravel and potato rock needs to be removed at the end of the project and may need to be tested and disposed of at an appropriate landfill.

Contractor's Response:

All rock will be carefully removed at the end of the project and washed down onsite to loosen all soil particles; testing will be performed as requested.

8. This site management plan applies to all sites used by Man-Con as staging areas for sites that are considered contaminated.

Ft Lauderdale Staff comment: Approved. City staff may enter the site at any time to perform inspection to ensure that all requirements in the Site Management Plan are followed. City Project Manager may shut down the site to address deficiencies.

There is no penalty articulated for failing to meet the conditions in the Site Management Plan.

Contractor's Response:

Comment acknowledged.

Additional Comments Ft Lauderdale Staff comment:

1. A cap is in place on the R-O-W along NW 19th Ave and NW 7th St, bordering the staging area. There should be no use of the R-O-W, including parking, unloading/loading, etc.

Response:

Comment acknowledged.

2. The silt fencing may be problematic as you would typically dig a trench about 8" – 12" deep and 6" wide to place your fencing and then backfill to stabilize. However, in this case you may need to go shallower. Most likely you may be able to backfill completely with the excavated soil as there isn't much soil displacement from a silt fence installation. Here is a link that may be helpful and perhaps a better alternative: <https://www3.epa.gov/npdes/pubs/siltfences.pdf>. Also to note from a

2005 U.S Department of Health and Human Services Public Health Assessment Report: Workers and others should avoid contact with contaminated *subsurface* soil (deeper than 6 inches) under Lincoln Park and former incinerator portions of the complex, especially soil that contains debris or ash.

Contractor's Response:

Given that silt fencing will not be required for staging area, no silt fence will be installed to avoid any soil disruption. In lieu of the proposed fencing, MCI will inspect the existing chain-link fencing surrounding the property and replace any damaged screening material to ensure the site remains contained, hidden, and protected from the public.

- 3 The contractor will need to brief their workers on the hazards of the site and proper PPE (i.e. gloves, hard hats, boots, pants, etc.) – Level D protection should be all that is required but contractor should check with their Safety Coordinator/Training person to confirm any requirements, training, etc. for their personnel.

Response:

Contractor's Response:

Agreed, all proper PPE and training will be strictly enforced.

4. In lieu of using aggregates to create your track pads and your ingress/egress routes consider using industrial/heavy equipment pre-made track pads, attached is an example.

Response:

Contractor's Response:

We believe that using rock would be the most effective solution to prevent tire ruts and soil penetration. However, we will investigate the suggested option further.

5. Key take-aways:

- Limit and be strategic if you're disturbing the soil. Although I can't think of this scenario, any soil that would be disposed off-site would need to be tested prior to disposal and disposed properly per the test results.
- Implement redundant BMPs to prevent tracking soil off-site, and run-off. BMPs MUST be inspected, maintained, and replaced as needed.
- They need to do a better job of maintaining the site than Murphy previously did. There was significant soil disturbance, mostly ruts from equipment such as front-end loaders moving things around.

Contractor's Response:

Acknowledged.

DRAWING INDEX

REFER TO SHEET GG-GN-02 - LIST OF DRAWINGS
AND SHEET GG-GN-03 - LIST OF DRAWINGS

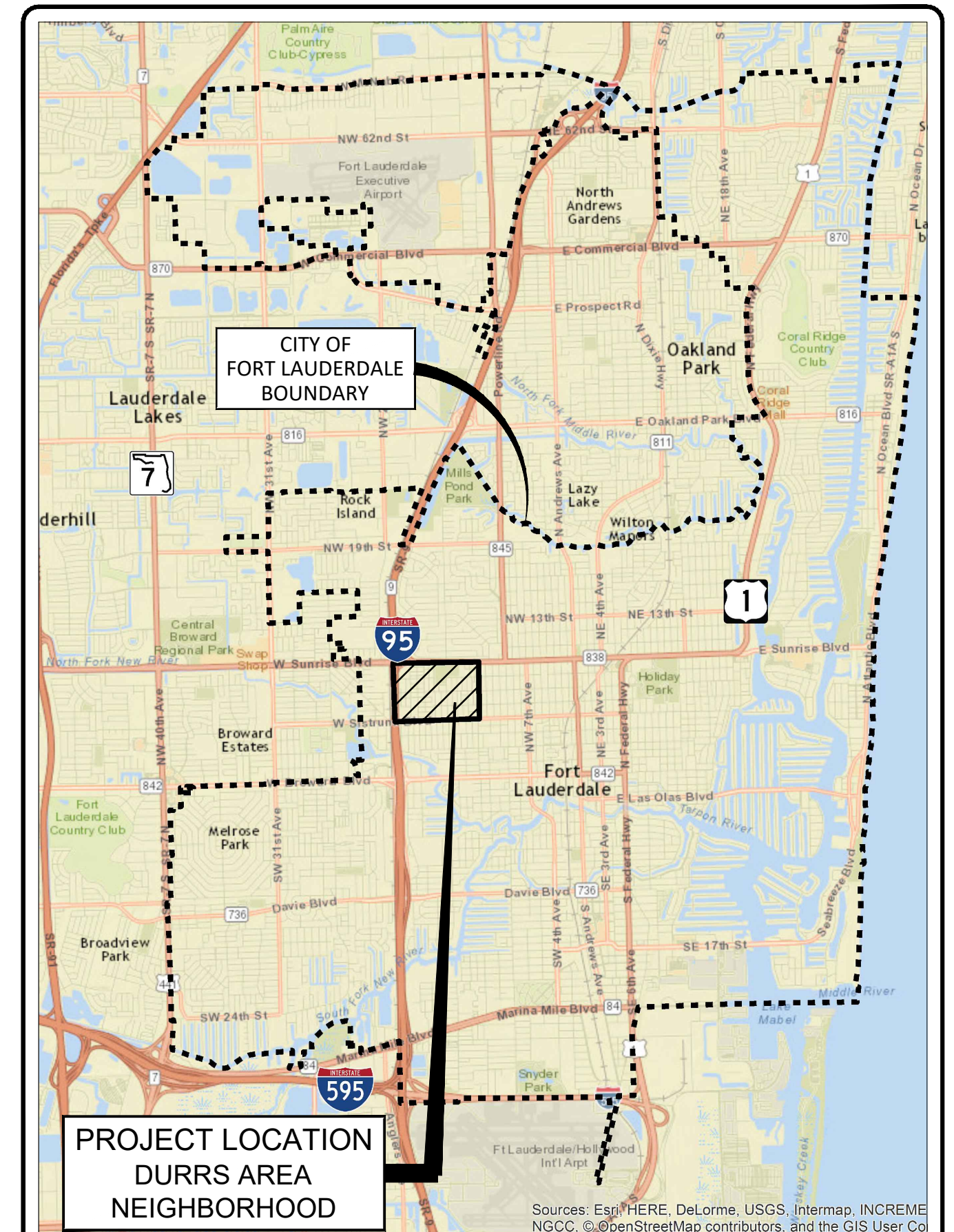


CITY OF FORT LAUDERDALE

PROJECT #11844

STORMWATER IMPROVEMENTS DURRS NEIGHBORHOOD

FORT LAUDERDALE, FLORIDA



LOCATION SKETCH

PROJECT #11844
STORMWATER IMPROVEMENTS
DURRS NEIGHBORHOOD

CITY OF FORT LAUDERDALE
PUBLIC WORKS DEPARTMENT
ENGINEERING & ARCHITECTURE
100 North Andrews Avenue, Fort Lauderdale, Florida 33301

FORT LAUDERDALE CITY COMMISSION

DEAN J. TRANTALIS	MAYOR
JOHN C. HERBST	COMMISSIONER - DISTRICT I
STEVEN GLASSMAN	COMMISSIONER - DISTRICT II
PAM BEASLEY-PITTMAN	COMMISSIONER - DISTRICT III
WARREN STURMAN	COMMISSIONER - DISTRICT IV

PROJECT MANAGER	JOB TITLE	PHONE NO.
PATRICK J. GIBNEY, PE	CONSULTANT	954-739-6400

DATE: 06/22/2022
CAD FILE: 11844-GG-GN01
DRAWING FILE No.: 4-143-64

CONFORMED SET

Patrick J. Gibney, State of Florida, Professional Engineer, License No. 49428. This item has been electronically signed and sealed by Patrick J. Gibney on the date indicated here using on SHA authentication code. Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.
1/7/18/2024



HAZEN AND SAWYER
4000 HOLLYWOOD BLVD, SUITE 750N
HOLLYWOOD, FLORIDA 33021

Certificate of Authorization No: 2771

Patrick J. Gibney
Florida P.E. No. 49428
 CRAVEN • THOMPSON AND ASSOCIATES, INC.
ENGINEERS • PLANNERS • SURVEYORS
3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309
FAX: (954) 739-6409 TEL: (954) 739-6400

FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS No. 271
FLORIDA LICENSED LANDSCAPE ARCHITECTURE BUSINESS No. 0000114
MATERIAL SHOWN HEREON IS THE PROPERTY OF CRAVEN-THOMPSON & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT PERMISSION OF CRAVEN-THOMPSON & ASSOCIATES, INC. WRITING CRAVEN • THOMPSON • ASSOCIATES, INC. COPYRIGHT © 2022

EXHIBIT "B"
LOCATION MAP
1901-2001 NW 6TH Street

Status: Identify



Submit



Parcel Information

Parcel Id: [504204020430](#)
Owner: CITY OF FORT LAUDERDALE
Situs Address: 1901-2001 NW 6 ST FORT LAUDERDALE FL 33311
Legal: CITRUS PARK FARMS 1-138 D LOTS 37 & 38, LESS COMM AT SW COR OF LOT 37, E 100, N 35 TO POB ON N/L OF NW 6 ST, E ALG N/L 290, N 271, E 15, NELY 201.4, N 119, W 339.94, S 589.29 TO POB, LOT 39
Millage Code: 0312
Use Code: 89
Land Value: \$ 1,652,910
Building Value: \$ 2,566,420
Other Value: 0
Total Value: \$ 4,219,330
SOH Capped Value: \$ 4,219,330
Homestead Exempt Amt: \$ 0
WVD Exempt Amt: \$ 0
Other Exempt Amt: \$ 4,219,330
Taxable Value: \$ 0
Sale Date 1:
Sale Price 1: 0
Deed Type 1:
Sale Date 2:
Sale Price 2: 0
Deed Type 2:



Parcel Information

Parcel Id: [504204370010](#)
Owner: CITY OF FORT LAUDERDALE
Situs Address: 1301 NW 9 ST FORT LAUDERDALE FL 33311
Legal: SUNNYLAND HOMES NO 2 49-37 B PARCELA & B
Millage Code: 0312
Use Code: 80
Land Value: \$ 483,000
Building Value: 0
Other Value: 0
Total Value: \$ 483,000
SOH Capped Value: \$ 194,450
Homestead Exempt Amt: \$ 0
WVD Exempt Amt: \$ 0
Other Exempt Amt: \$ 194,450
Taxable Value: \$ 0
Sale Date 1: 03/01/2013
Sale Price 1: \$ 0
Deed Type 1: QCD
Sale Date 2:
Sale Price 2: 0
Deed Type 2:
Adj Bldg S.F.: 0
Neighborhood: D40
Land Tag: 21