

**Project Name: 24-00400067**

**Project Description: Carolina Club\_Development Agreement**

Review Comments List Date: 8/21/2025

Ref. # 24, Building, Richard Nixon, 4/15/25 11:18 AM, Cycle 1, Info Only

Comment: Documents were not reviewed for Florida Building Code compliance. Permits and plans will be required.

Ref. # 8, Engineering, Paula Fonseca, 2/12/25 4:31 PM, Cycle 1, Info Only

Comment: During the review process, provided information may be requested to be updated or changed. Also, additional documentation may be requested to be included as exhibits if required to complement the submitted documents.

Ref. # 13, Engineering, Paula Fonseca, 2/13/25 3:55 PM, Cycle 1, Info Only

Markup: Changemark note #03-ENG, ADOC-Draft Development Agreement.pdf

Hydraulic model evaluation required for proposed water main system.

Reviewer Response: Paula Fonseca - 3/24/25 4:05 PM

*This task shall be completed during site plan approval.*

Responded by: LINDSAY MURPHY - 3/13/25 8:55 PM

*The Applicant will obtain hydraulic model evaluation for the water main and the sewer system/lift station at the site plan stage of the development process.*

Ref. # 14, Engineering, Paula Fonseca, 2/13/25 3:56 PM, Cycle 1, Info Only

Markup: Changemark note #04-ENG, ADOC-Draft Development Agreement.pdf

Developer to perform hydraulic model evaluation using consultant that currently has the hydraulic model for the City.

Reviewer Response: Paula Fonseca - 3/24/25 4:05 PM

*This task shall be completed during site plan approval.*

Responded by: LINDSAY MURPHY - 3/13/25 8:55 PM

*The Applicant will obtain hydraulic model evaluation for the water main and the sewer system/lift station at the site plan stage of the development process.*

Ref. # 15, Engineering, Paula Fonseca, 2/13/25 4:05 PM, Cycle 1, Info Only

Markup: Changemark note #05-ENG, ADOC-Draft Development Agreement.pdf

Provide proposed potable water system plans to ensure it can serve all parcels in the development. Consider that the City does not want to own any utilities inside gated communities or private roads.

Reviewer Response: Paula Fonseca - 3/24/25 4:06 PM

*This task shall be completed during site plan approval.*

Responded by: LINDSAY MURPHY - 3/13/25 8:55 PM

*The submitted LUPA provides a Drainage analysis demonstrating drainage capacity/concurrency for the proposed project. The Applicant acknowledges that the City does not want to own any private utilities. The Applicant will provide potable water system plans at site plan stage of the development process.*

Ref. # 16, Engineering, Paula Fonseca, 2/13/25 4:06 PM, Cycle 1, Info Only

Markup: Changemark note #06-ENG, ADOC-Draft Development Agreement.pdf

Hydraulic model evaluation required for proposed force main system and lift stations.

Reviewer Response: Paula Fonseca - 3/24/25 4:07 PM

*This task shall be completed during site plan approval.*

Responded by: LINDSAY MURPHY - 3/13/25 8:55 PM

*The Applicant will obtain hydraulic model evaluation for the water main and the sewer system/lift station at the site plan stage of the development process.*

Ref. # 17, Engineering, Paula Fonseca, 2/13/25 4:06 PM, Cycle 1, Info Only

Markup: Changemark note #07-ENG, ADOC-Draft Development Agreement.pdf

Provide evaluation to determine adequate capacity of existing gravity sewer system.

Reviewer Response: Paula Fonseca - 3/24/25 4:07 PM

*This task shall be completed during site plan approval.*

Responded by: LINDSAY MURPHY - 3/13/25 8:55 PM

*The submitted LUPA provides a Sanitary Sewer analysis demonstrating capacity/concurrency for wastewater anticipated to be generated by the proposed project. Specific plans relative to the existing system will be addressed at site plan stage of development process.*

Ref. # 25, Engineering, Paula Fonseca, 5/1/25 3:44 PM, Cycle 1, Unresolved

Comment: DEES comments were provided on draft Development Agreement document to be shared with developer.

Responded by: LINDSAY MURPHY - 7/10/25 1:49 PM

*Acknowledged.*

Ref. # 26, Engineering, Paula Fonseca, 8/11/25 12:04 PM, Cycle 2, Unresolved

Markup: Changemark note #01, ADOC-Draft Development Agreement.pdf

Water/Sewer: Water supply system, wastewater collection, and wastewater transmission system, including lift stations, shall be privately owned and maintained, in perpetuity, if within private roadways or roads access through gates.

Ref. # 28, Engineering, Paula Fonseca, 8/11/25 12:04 PM, Cycle 2, Unresolved

Markup: Changemark note #04, ADOC-Draft Development Agreement.pdf

Are improvements going to be paid by the developer?

Ref. # 29, Engineering, Paula Fonseca, 8/11/25 12:04 PM, Cycle 2, Unresolved

Markup: Changemark note #05, ADOC-Draft Development Agreement.pdf

When is this "completion"? when all permits closed (BCTED, BCH, FDOT)? When Eng. permit is finalized and closed.

Ref. # 30, Engineering, Paula Fonseca, 8/11/25 12:04 PM, Cycle 2, Unresolved

Markup: Changemark note #06, ADOC-Draft Development Agreement.pdf

Project's overall drainage system to be privately owned and maintained by developer.

Ref. # 31, Engineering, Paula Fonseca, 8/11/25 12:04 PM, Cycle 2, Unresolved

Markup: Changemark note #07, ADOC-Draft Development Agreement.pdf

Remove uncertainty from agreement. The proposed new lake areas SHALL provide additional drainage capacity and SHALL not adversely impact adjacent parcels that currently drain through the property.

Ref. # 32, Engineering, Paula Fonseca, 8/11/25 12:04 PM, Cycle 2, Unresolved

Markup: Changemark note #08, ADOC-Draft Development Agreement.pdf

shall. Remove uncertainty

Ref. # 33, Engineering, Paula Fonseca, 8/11/25 12:04 PM, Cycle 2, Unresolved

Markup: Changemark note #09, ADOC-Draft Development Agreement.pdf

Existing outfall shall be protected and not to be impacted by proposed improvements in any way that could potentially modify the discharge of stormwater from adjacent drainage systems. Necessary easements shall be recorded to ensure drainage systems can be maintained by required entities.

Ref. # 34, Engineering, Paula Fonseca, 8/11/25 12:04 PM, Cycle 2, Unresolved  
Markup: Changemark note #10, ADOC-Draft Development Agreement.pdf  
?

Ref. # 35, Engineering, Paula Fonseca, 8/11/25 12:04 PM, Cycle 2, Unresolved  
Markup: Changemark note #12, ADOC-Draft Development Agreement.pdf  
Shall demonstrate

Ref. # 36, Engineering, Paula Fonseca, 8/11/25 12:05 PM, Cycle 2, Unresolved  
Markup: Changemark note #13, ADOC-Draft Development Agreement.pdf  
Remove the word "supply." It should read "wastewater collection, transmission and treatment services."

Ref. # 37, Engineering, Paula Fonseca, 8/11/25 12:07 PM, Cycle 2, Unresolved  
Markup: Changemark note #15, ADOC-Draft Development Agreement.pdf  
Statement rejected.

Ref. # 41, Engineering, Paula Fonseca, 8/15/25 4:56 PM, Cycle 2, Unresolved  
Markup: Changemark note #01, ADOC-Draft Development Agreement.pdf  
When will the traffic report be completed?

Ref. # 42, Engineering, Paula Fonseca, 8/21/25 12:38 PM, Cycle 2, Unresolved  
Markup: Changemark note #01, ADOC-Draft Development Agreement.pdf  
The stormwater system shall be owned and maintained by Developer and/or their successors and assigns in perpetuity.

Ref. # 43, Engineering, Paula Fonseca, 8/21/25 12:38 PM, Cycle 2, Unresolved  
Markup: Changemark note #02, ADOC-Draft Development Agreement.pdf  
The stormwater system shall be owned and maintained by Developer and/or their successors and assigns in perpetuity.

Ref. # 44, Engineering, Paula Fonseca, 8/21/25 12:38 PM, Cycle 2, Unresolved  
Markup: Changemark note #03, ADOC-Draft Development Agreement.pdf  
The stormwater system shall be owned and maintained by Developer and/or their successors and assigns in perpetuity.

Ref. # 45, Engineering, Paula Fonseca, 8/21/25 12:39 PM, Cycle 2, Unresolved  
Markup: Changemark note #04, ADOC-Draft Development Agreement.pdf  
... in perpetuity.

Ref. # 46, Engineering, Paula Fonseca, 8/21/25 12:39 PM, Cycle 2, Unresolved  
Markup: Changemark note #05, ADOC-Draft Development Agreement.pdf  
Developer shall comply with all applicable City of Margate ordinances, regulations, codes and comprehensive planning guidelines, as amended from time to time, in connection with the development and operation of the project. This includes, without limitation, adherence to

engineering requirements and any other relevant planning or development standards established by the City.

Ref. # 47, Engineering, Paula Fonseca, 8/21/25 12:43 PM, Cycle 2, Unresolved  
Markup: Changemark note #06, ADOC-Draft Development Agreement.pdf  
Delete the following: "and mutually agreed upon by the Parties"

Ref. # 48, Engineering, Paula Fonseca, 8/21/25 12:44 PM, Cycle 2, Unresolved  
Markup: Changemark note #07, ADOC-Draft Development Agreement.pdf  
Update sentence: "... the Developer shall construct such improvements at its own cost. Developer shall post payment and ...."

Ref. # 49, Engineering, Paula Fonseca, 8/21/25 12:47 PM, Cycle 2, Unresolved  
Markup: Changemark note #08, ADOC-Draft Development Agreement.pdf  
End paragraph at "... result of the Project." and remove crossed out text.  
Include the following:  
"Any improvements recommended by the study shall be implemented by the developer before issuance of any permits for the final pod."

Ref. # 50, Engineering, Paula Fonseca, 8/21/25 12:47 PM, Cycle 2, Unresolved  
Markup: Changemark note #09, ADOC-Draft Development Agreement.pdf  
delete

Ref. # 51, Engineering, Paula Fonseca, 8/21/25 12:48 PM, Cycle 2, Unresolved  
Markup: Changemark note #10, ADOC-Draft Development Agreement.pdf  
replace with "shall be"

Ref. # 52, Engineering, Paula Fonseca, 8/21/25 12:48 PM, Cycle 2, Unresolved  
Markup: Changemark note #11, ADOC-Draft Development Agreement.pdf  
replace with "shall"

Ref. # 53, Engineering, Paula Fonseca, 8/21/25 12:51 PM, Cycle 2, Unresolved  
Markup: Changemark note #12, ADOC-Draft Development Agreement.pdf  
delete

Ref. # 54, Engineering, Paula Fonseca, 8/21/25 12:52 PM, Cycle 2, Unresolved  
Markup: Changemark note #13, ADOC-Draft Development Agreement.pdf  
delete

Ref. # 55, Engineering, Paula Fonseca, 8/21/25 12:55 PM, Cycle 2, Unresolved  
Markup: Changemark note #14, ADOC-Draft Development Agreement.pdf  
Replace with: "Developer shall be responsible to construct any reasonable improvements identified by the modeling as required to support the Project as provided in this Agreement. Developer shall be financially responsible for such improvements in addition to the required water and sewer connection fees."

Ref. # 56, Engineering, Paula Fonseca, 8/21/25 12:56 PM, Cycle 2, Unresolved  
Markup: Changemark note #15, ADOC-Draft Development Agreement.pdf  
Clarify the intent of this sentence

Ref. # 57, Engineering, Paula Fonseca, 8/21/25 12:56 PM, Cycle 2, Unresolved

Markup: Changemark note #16, ADOC-Draft Development Agreement.pdf  
delete

Ref. # 58, Engineering, Paula Fonseca, 8/21/25 12:56 PM, Cycle 2, Unresolved  
Markup: Changemark note #17, ADOC-Draft Development Agreement.pdf  
delete

Ref. # 59, Engineering, Paula Fonseca, 8/21/25 12:59 PM, Cycle 2, Unresolved  
Markup: Changemark note #19, ADOC-Draft Development Agreement.pdf  
Update sentence: "Developer shall be responsible for any reasonable improvements identified by the modeling as required to support the Project in addition to the required water and sewer connection fees.

Ref. # 60, Engineering, Paula Fonseca, 8/21/25 1:00 PM, Cycle 2, Unresolved  
Markup: Changemark note #20, ADOC-Draft Development Agreement.pdf  
delete the: "approximately 7,168 net"

Ref. # 61, Engineering, Paula Fonseca, 8/21/25 1:05 PM, Cycle 2, Unresolved  
Markup: Changemark note #21, ADOC-Draft Development Agreement.pdf  
If any roadway within one (1) mile of the project's boundaries falls below the acceptable level of service as defined in the City's Comprehensive Plan after the new trips generated by this development are accounted for, then the developer shall be required to pay for and construct the improvements necessary to restore the level of service to the existing or better level of service.

Ref. # 62, Engineering, Paula Fonseca, 8/21/25 1:07 PM, Cycle 2, Unresolved  
Markup: Changemark note #22, ADOC-Draft Development Agreement.pdf  
Water/Sewer: Developer is responsible for identifying all necessary improvements required to provide adequate water and sewer service to proposed development prior to site plan approval. The Developer shall bear all costs associated with designing, permitting, and constructing such improvements, ensuring full compliance with all applicable codes, standards, and regulatory requirements. Additionally, the Developer shall be responsible for the full payment of all applicable impact water & sewer connection fees. No reductions, waivers, or credits toward impact water & sewer connection fees shall be granted.

Ref. # 5, Fire, David Scholl, 1/15/25 2:27 PM, Cycle 1, Unresolved  
Comment: Fire Department service delivery concurrency evaluation required for proposed development . (FL Fire Prevention Code 15.1)  
Responded by: LINDSAY MURPHY - 7/10/25 1:49 PM  
*Per email correspondence with the Fire Marshall, a copy of a contract from Fitch & Associates, executed by the application, was provided under separate cover to the City's Fire Department. A copy of the signed contract has been uploaded to the City's portal under the Supporting Documents folder. The study is underway. The Conceptual Master Plan has been revised to depict two potential locations for a 1 acre fire station site. The applicant will continue to work with the Fire Department to determine if a new fire station is warranted.*  
Responded by: LINDSAY MURPHY - 3/26/25 12:57 PM  
*Per email correspondence with the Fire Marshall, a copy of a proposal from Fitch & Associates to provide a fire concurrency evaluation, which has been executed by the applicant, has been provided under separate cover to the City's Fire Department. The study is underway. A copy of the signed proposal has also been uploaded with this resubmittal.*  
Responded by: LINDSAY MURPHY - 3/13/25 8:55 PM

*A copy of a proposal from Fitch & Associates to provide a fire concurrency evaluation, which has been executed by the applicant, has been provided under separate cover to the City's Fire Department.*

Ref. # 20, Fire, David Scholl, 3/20/25 2:15 PM, Cycle 2, Unresolved

Comment: 1. Land required set aside for potential future fire station.

Responded by: LINDSAY MURPHY - 7/10/25 1:49 PM

*The Conceptual Master Plan has been revised to depict two potential locations for a 1-acre fire station site. The applicant will continue to work with the Fire Department to determine if a new fire station is warranted.*

Responded by: LINDSAY MURPHY - 3/26/25 12:57 PM

*Land dedication is not identified in Code or Comprehensive Plan as a requirement for completeness of an application. Any requirements relative to Fire Service Delivery will be determined after the completion of the Fire Concurrency Evaluation.*

Ref. # 21, Fire, David Scholl, 4/1/25 2:22 PM, Cycle 3, Unresolved

Comment: 1. Land required set aside for potential future fire station.

Responded by: LINDSAY MURPHY - 7/10/25 1:49 PM

*The Conceptual Master Plan has been revised to depict two potential locations for a 1-acre fire station site. The applicant will continue to work with the Fire Department to determine if a new fire station is warranted.*

Ref. # 23, Fire, David Scholl, 4/7/25 4:58 PM, Cycle 1, Unresolved

Comment:

1. Land required set aside for potential future fire station.

Responded by: LINDSAY MURPHY - 7/10/25 1:49 PM

*The Conceptual Master Plan has been revised to depict two potential locations for a 1-acre fire station site. The applicant will continue to work with the Fire Department to determine if a new fire station is warranted.*

Ref. # 63, Fire, David Scholl, 8/21/25 4:02 PM, Cycle 2, Unresolved

Comment:

1. Land required set aside for potential future fire station.

Ref. # 19, Parks, Michael Jones, 2/13/25 4:09 PM, Cycle 1, Info Only

Comment: I recommend increasing the area of open grass. A large community development should have a grassy area for families to picnic, and recreate without the need to leave the development.

Ref. # 38, Planning, Andrew Pinney, 8/13/25 8:51 AM, Cycle 2, Unresolved

Markup: Changemark note #01, Exhibit D\_Draft Declaration of Restrictive Covenants.pdf within

Ref. # 39, Planning, Andrew Pinney, 8/13/25 8:52 AM, Cycle 2, Unresolved

Comment:

The draft restrictive covenants only address Pod A. Where are the restrictions for the other pods?

Pods B and C for the intended residential uses.

Page 4 of file '3\_RZ Application Text\_October 2024' states, "As further evidence of the applicants commitment to develop and maintain Pods D through H as community serving opening space the applicant intends to record a deed restriction to the benefit of the City and County that prohibits the property for any future commercial or residential use.

Ref. # 40, Traffic, Lisa Bernstein, 8/15/25 3:13 PM, Cycle 2, Unresolved

Comment: Any traffic related improvements may not be included at this time. The traffic study submitted is not complete and will need to address the previous and additional comments. The revised study will need to include more site and intersection details in order to evaluation the impacts on the surrounding community. This information is needed in order to determine what proposed improvements may be required of the developer to mitigate changes in Levels of Service, Delay, Queues, due to the increase in traffic.